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20 Attorneys for Defendant  
 Waste Management Of Alameda County, Inc.

21 UNITED STATES DISTRICT COURT

22 NORTHERN DISTRICT OF CALIFORNIA

23 CALIFORNIA SPORTFISHING PROTECTION  
 24 ALLIANCE,

Plaintiff,

25 vs.

26 WASTE MANAGEMENT OF ALAMEDA  
 27 COUNTY, INC.,

28 Defendant.

No.: 008-03497

**CONSENT DECREE**

Honorable Samuel Conti

1 **A. BACKGROUND**

2  
3 1. California Sportfishing Protection Alliance (“CSPA”) is a 501(c)(3) non-profit, public  
4 benefit corporation organized under the laws of the State of California, dedicated to the protection,  
5 enhancement, and restoration of the San Francisco Bay and other California waters. Bill Jennings is  
6 the Chairperson of CSPA and a member of CSPA.

7  
8 2. Waste Management of Alameda County, Inc. (“WMAC”) is a corporation organized  
9 under the laws of the State of California that owns and operates a transfer station for commercial and  
10 municipal solid waste at 2615 Davis Street in San Leandro, California (the “Facility”) pursuant to  
11 State Water Resources Control Board Water Quality Order No. 97-03-DWQ, National Pollutant  
12 Discharge Elimination System General Permit No. CAS000001, Waste Discharge Requirements for  
13 Discharges of Storm Water Associated with Industrial Activities Excluding Construction Activities  
14 (hereinafter, the “General Permit”). A map of the Facility is attached hereto as Exhibit A and  
15 incorporated by reference. CSPA and WMAC shall be referred to herein collectively as the  
16 “Parties” and each individually as a “Party.”

17  
18 3. On April 21, 2008, CSPA provided WMAC with a Notice of Violation and Intent to  
19 File Suit (“60-Day Notice Letter”) under Section 505 of the Federal Water Pollution Control Act  
20 (the “Act” or “Clean Water Act”), 33 U.S.C. § 1365.

21  
22 4. On July 21, 2008, CSPA filed its Complaint in the United States District Court for the  
23 Northern District of California against WMAC (California Sportfishing Protection Alliance v. Waste  
24 Management of Alameda County, Inc., Case No. 3:08-cv-03497-SC). A true and correct copy of the  
25 Complaint, including the 60-Day Notice Letter, is attached hereto as Exhibit B and incorporated by  
26 reference.

27  
28 5. WMAC denies any and all of CSPA’s claims in its 60-Day Notice Letter and

1 Complaint.

2

3 6. CSPA and WMAC, through their authorized representatives and without either  
4 adjudication of CSPA's claims or admission by WMAC of any alleged violation or other  
5 wrongdoing, have chosen to resolve in full CSPA's allegations in the 60-Day Notice Letter and  
6 Complaint through settlement and avoid the cost and uncertainties of further litigation.

7

8 7. The Parties wish to compromise, resolve, settle, and terminate any and all disputes or  
9 claims between them as to the allegations set forth in the 60-Day Notice Letter and Complaint and as  
10 a result consent to the entry of this Consent Decree and Order without trial of any issues and  
11 stipulate that in order to settle the Claims, this Consent Decree and order should be entered. This  
12 Consent Decree constitutes a settlement of disputed claims. It is not an admission of jurisdiction  
13 over or liability for the allegations set forth in the 60-Day Notice Letter and Complaint or an  
14 admission of any fact. Should this proposed Consent Decree fail to be entered for any reason, this  
15 proposed Consent Decree, and any statement or other provision contained in this proposed Consent  
16 Decree shall have no legal effect and shall not be used for any purpose in any subsequent proceeding  
17 in this or any other litigation.

18

19 8. The Parties agree, and this Court by entering this Consent Decree finds, that this  
20 Consent Decree has been negotiated by the Parties in good faith, that settlement of this matter will  
21 avoid prolonged and complicated litigation between the Parties, and that this Consent Decree is fair,  
22 reasonable, and in the public interest.

23

24 THEREFORE, with the consent of the Parties to this Consent Decree, it is ORDERED,  
25 ADJUDGED AND DECREED:

26

27

28

1 **B. COURT’S AUTHORITY**

2  
3 This Court has authority under the Clean Water Act, 33 U.S.C. § 1365 to enter and  
4 enforce this Consent Decree.

5  
6 **C. INJUNCTIVE RELIEF**

7  
8 **1. Effective Date.**

9  
10 This Consent Decree shall be effective upon the date this Consent Decree is entered  
11 by the Court (the “Effective Date”). Pursuant to 33 U.S.C. § 1365(c)(3), the Court shall not enter  
12 this Consent Decree until 45 days after receipt of a copy of the proposed Consent Decree by the  
13 Attorney General and the Administrator of the U.S. Environmental Protection Agency.

14  
15 **2. Compliance with General Permit.**

16  
17 WMAC agrees to operate the Facility in compliance with the applicable requirements  
18 of the General Permit and Clean Water Act.

19  
20 **3. Implemented Storm Water Controls**

21  
22 WMAC shall maintain in good working order all storm water collection and treatment  
23 systems currently installed or to be installed pursuant to this Consent Decree, including but not  
24 limited to, existing housekeeping measures.

25  
26 **4. Additional Best Management Practices**

27  
28 WMAC shall implement the following best management practices (“BMPs”) to

1 improve the storm water pollution prevention measures at the drop inlets and outfalls at the Facility:

2  
3 a. Within TEN (10) calendar days after the Effective Date, WMAC shall  
4 improve the effectiveness of the straw wattles surrounding the drop inlets in the unpaved areas of the  
5 Facility by digging trenches for the wattles and anchoring the wattles into the ground.

6  
7 b. Within TEN (10) calendar days after the Effective Date, WMAC shall install  
8 catch basin filters or bag inserts on all drop inlets and catch basins at the Facility. WMAC shall use  
9 appropriate mesh sizing to catch finer grain materials. Each filter shall be replaced or maintained as  
10 needed.

11  
12 c. Within TEN (10) calendar days after the Effective Date, WMAC shall design  
13 removable metal covers for all drop inlets at the Facility to prevent the accumulation of dirt, leaves,  
14 sediment, and other similar materials. The covers shall be placed over all drop inlets on or before  
15 July 1st at the end of each rainy season, subsequent to appropriate maintenance of the filters  
16 described above. The covers shall be removed prior to the first rain event of the subsequent rainy  
17 season. The covers shall be fitted to prevent such materials from entering the drop inlets and  
18 designed such that the covers will remain firmly in place while there is normal activity at the  
19 Facility.

20  
21 d. Within TEN (10) calendar days after the Effective Date, WMAC shall install  
22 curbing and shall pave the road near Discharge Point #5 to prevent flows from discharging to the  
23 gully. By November 1, 2009, WMAC shall fill the gully in order to prevent flows from discharging  
24 through the gully near Discharge Point #5.

25  
26 e. WMAC shall take the following actions to upgrade the storm water treatment  
27 system at the Facility's outfalls and agrees that the treatment system shall be designed to handle up  
28 to a 15-year, 24-hour storm event.

1 (i) By June 1, 2009, WMAC shall complete an engineering feasibility  
2 study to evaluate and select a long-term treatment alternative(s) for reducing  
3 total suspended solids (“TSS”) and other storm water pollutants below the  
4 bench mark values. This study will include an alternative to treat the storm  
5 water discharged at the Recycling Center outfall (Discharge Point #3). The  
6 study will evaluate treatment systems designed to treat a 15-year, 24-hour  
7 storm event.

8  
9 (ii) By August 1, 2009, WMAC shall complete design plans and  
10 specifications for the selected alternative(s).

11  
12 (iii) By October 1, 2009, WMAC shall implement the selected  
13 alternative(s).

14  
15 **5. Increased Housekeeping Measures**

16  
17 WMAC shall institute the following accelerated cleaning schedule at the Facility:

18  
19 a. WMAC will make the following improvements to its sweeping program:

20  
21 (i) Within TEN (10) calendar days after the Effective Date, WMAC shall  
22 update the sweeping maps from the Facility and include a copy of the maps in  
23 the Facility’s Storm Water Pollution Prevention Plan (“SWPPP”).

24  
25 (ii) Beginning TEN (10) calendar days after the Effective Date, WMAC  
26 shall conduct mechanical sweeping of the entire Facility each weekday  
27 (excluding holidays).  
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(iii) All sweeping activities performed at the Facility shall be recorded in a sweeping log. A sample blank log form will be included in the Facility’s Annual Report and the Storm Water Pollution Prevention Plan.

(iv) Within TEN (10) calendar days after the Effective Date, WMAC shall institute a training program for the sweeper operators with an evaluation component.

(v) Within THIRTY (30) calendar days after the Effective Date, WMAC shall complete an evaluation of sweepers, including regenerative sweepers, to determine which sweeper type is best suited for the Facility.

(vi) Within SIXTY (60) calendar days after the completion of the sweeper evaluation described in the preceding subsection and only if a new sweeper is identified as appropriate, WMAC shall acquire and begin using the new sweeper.

(vii) At the end of the 2008-2009 rainy season, in the written memorandum described below in Section C.8, WMAC shall evaluate the feasibility of installing a GPS unit into the sweeper with a visual display recording the sweeper path to ensure that the entire Facility is swept each day.

b. Within THIRTY (30) calendar days after the Effective Date, WMAC shall implement a program for cleaning out the drop inlet filters, including weekly cleanouts during the rainy season. WMAC shall monitor the filters for damage and replace as necessary.

c. Within TEN (10) calendar days after the Effective Date, WMAC shall institute appropriate BMPs to avoid storm drains when spraying water for dust control.

1                   **6.     Monitoring**

2  
3                   WMAC agrees to perform the monitoring described herein during the 2008-2009,  
4 2009-2010, and 2010-2011 rainy seasons in addition to the minimum monitoring requirements of the  
5 General Permit.

6  
7                   a.        WMAC shall monitor all storm water discharge locations. For each discharge  
8 location, monitoring samples shall be collected at a point downstream from any management  
9 measures and treatment systems. Monitoring shall be performed consistent with the monitoring  
10 requirements of the General Permit.

11  
12                  b.        During the 2008-2009 and 2009-2010 rainy seasons, WMAC shall sample and  
13 analyze storm water discharges from four (4) qualifying storm events that result in discharge  
14 consistent with the requirements and protocols set forth in the General Permit. During the 2010-  
15 2011 rainy season, WMAC shall sample and analyze storm water discharges from three (3)  
16 qualifying storm events that result in discharge consistent with the requirements and protocols set  
17 forth in the General Permit.

18  
19                  c.        WMAC shall analyze each storm water sample taken in accordance with the  
20 General Permit and this Consent Decree for, at a minimum, TSS, pH, oil and grease or total organic  
21 carbon, electrical conductivity, chemical oxygen demand, iron, zinc, copper, aluminum, lead, and  
22 nitrate plus nitrite as nitrogen (N+N). (WMAC shall not be required to sample for N+N if WMAC  
23 and its analytical laboratory cannot meet the required 48-hour holding time for analysis. Generally,  
24 samples taken on a weekday, but prior to 2:00 p.m. on Thursday, can meet the required holding  
25 times.) WMAC may eliminate one or more of these pollutants from future sampling analysis if  
26 allowed by Section B.5.c. of the General Permit.

27  
28                  d.        WMAC shall conduct monthly visual observations of Discharge Points 2, 3, 4,



1 and 5 for at least one qualifying rain event per month (unless no such qualifying event occurs) that  
2 results in any discharge from the Facility. Monitoring of Discharge Points 4 and 5 will only be  
3 performed if the discharge points are visible. WMAC shall maintain a written log describing these  
4 observations.

5  
6 **7. Monitoring Results**

7  
8 Results from WMAC’s sampling and analysis during the term of this Consent Decree  
9 shall be provided to CSPA within 30 calendar days of receipt of the sampling results by WMAC or  
10 its counsel.

11  
12 **8. Meet and Confer Regarding Exceedance of Levels of Potential Concern**

13  
14 If analytical results of storm water samples taken by WMAC during the 2008-2009,  
15 2009-2010, or the 2010-2011 rainy seasons indicate that storm water discharges from the Facility  
16 exceed the following levels of potential concern – Total Suspended Solids: 100 mg/L; Specific  
17 Conductance: 200 µmhos/cm; Oil & Grease: 15 mg/L or Total Organic Carbon: 120 mg/L; pH: 6.0-  
18 9.0 s.u.; Aluminum: 0.75 mg/L; Zinc: 0.117 mg/L; Iron: 1.0 mg/L; Copper: 0.0636 mg/L; Lead:  
19 0.0816 mg/L; Chemical Oxygen Demand: 120 mg/L; and Nitrate + Nitrite as Nitrogen: 0.68 mg/L.  
20 WMAC agrees to take additional feasible measures aimed at reducing pollutants in the Facility’s  
21 storm water to levels at or below these levels.

22  
23 In furtherance of that objective, WMAC shall prepare a written statement  
24 (“Memorandum”) discussing:

- 25  
26 a. any exceedance or exceedances;  
27  
28 b. an explanation of the possible cause(s) and/or source(s) of any exceedance;

1 and

2  
3 c. additional feasible best management practices, if any, that will be taken to  
4 further reduce the possibility of future exceedance(s).

5  
6 Such Memorandum shall be e-mailed and sent via first class mail to CSPA not later  
7 than July 15th following the conclusion of each rainy season.

8  
9 Any additional measures set forth in the Memorandum shall be implemented as soon  
10 as practicable, but not later than 21 calendar days from the due date of the Memorandum, except  
11 where 1) structural changes require longer than 21 calendar days to complete; 2) weather-related  
12 conditions render immediate implementation infeasible; or 3) the Parties agree in writing to defer  
13 implementation of specific measures in order to effectively meet and confer in accordance with  
14 Section C.8. Within thirty (30) calendar days of implementation, WMAC's SWPPP shall be  
15 amended to include all additional BMP measures designated in the Memorandum.

16  
17 Upon receipt of the Memorandum, CSPA may review and comment on any additional  
18 measures. If requested by CSPA within 21 days of receipt of such Memorandum, CSPA and  
19 WMAC shall meet and confer and conduct a site inspection within 60 days after the due date of the  
20 Memorandum to discuss the contents of the Memorandum and the adequacy of proposed measures  
21 to improve the quality of the Facility's storm water to levels at or below the Levels of Potential  
22 Concern. If within 21 days of the parties meeting and conferring, the Parties do not agree on the  
23 adequacy of the additional measures set forth in the Memorandum, the Parties may agree to seek a  
24 settlement conference with the Judge assigned to this action pursuant to Section J.2 below. If the  
25 Parties fail to reach agreement on additional measures, CSPA may bring a motion before the Judge  
26 consistent with Section J.2 below. If CSPA does not request a meet and confer regarding the  
27 Memorandum within the 21 day comment period provided for in this paragraph, CSPA shall waive  
28 any right to object to such Memorandum pursuant to this Consent Decree.

1 Any concurrence or failure to object by CSPA with regard to the reasonableness of  
2 any additional measures implemented by WMAC shall not be deemed to be an admission of the  
3 adequacy of such measures should they fail to bring the Facility's storm water into compliance with  
4 applicable water quality criteria.

5  
6 In addition to any site inspections conducted as part of meeting and conferring on  
7 additional measures set forth above, WMAC shall permit representatives of CSPA to perform one  
8 (1) additional site visit to the Facility per year during normal daylight business hours during the term  
9 of this Consent Decree; provided that CSPA provides WMAC via e-mail with at least one week prior  
10 written notice.

11  
12 **9. Provision of Documents and Reports**

13  
14 During the life of this Consent Decree, WMAC shall provide CSPA with a copy of all  
15 documents submitted to the Regional Board or the State Water Resources Control Board ("State  
16 Board") concerning the Facility's storm water discharges, including but not limited to all documents  
17 and reports submitted to the Regional Board and/or State Board as required by the General Permit.  
18 Such documents and reports shall be mailed to CSPA contemporaneously with submission to such  
19 agency. WMAC also shall provide CSPA a copy of all documents referenced in this agreement,  
20 including but not limited to logs, photographs, or analyses, within seven (7) calendar days of a  
21 written request (via e-mail or regular mail) by CSPA.

22  
23 **10. Amendment of SWPPP**

24  
25 Within sixty (60) calendar days of the Effective Date of this Consent Decree, WMAC  
26 shall amend the Facility's Storm Water Pollution Prevention Plan ("SWPPP") to incorporate all  
27 changes, improvements, sample log forms, and best management practices set forth in or resulting  
28 from this Consent Decree. WMAC shall amend the SWPPP to reflect that water used on material for

1 dust-control is not an authorized non-storm water discharge and that such spraying should seek to  
2 avoid all storm drains. In addition, the Facility shall amend the maps in the SWPPP to clearly  
3 delineate the Facility boundaries, direction of storm water flow and runoff within each drainage area,  
4 indicate all drop inlet locations and which inlets go to the sanitary sewer and which are now defunct  
5 or blocked, identify all areas of soil erosion, and indicate location of non-storm water discharge  
6 points. The Facility shall ensure that all maps, tables, and text comply with the requirements of the  
7 General Permit. A copy of the amended SWPPP shall be provided to CSPA within thirty (30)  
8 calendar days of completion.

9  
10 **D. MITIGATION PAYMENT**

11  
12 In recognition of the good-faith efforts by WMAC to comply with all aspects of the  
13 General Permit and the Clean Water Act, and in lieu of payment by WMAC of any penalties, which  
14 may have been assessed in this action if it had proceeded to trial, WMAC agrees to pay the sum of  
15 FIFTY THOUSAND DOLLARS (\$50,000) to the Rose Foundation for Communities and the  
16 Environment (“Rose Foundation”) for the sole purpose of providing grants to environmentally  
17 beneficial projects within the San Francisco Bay-Delta Estuary, relating to water quality  
18 improvements in the area. Payment shall be made by WMAC within THIRTY (30) calendar days of  
19 the Effective Date. Payment by WMAC shall be made in the form of a single check payable to the  
20 “Rose Foundation.”

21  
22 **E. ATTORNEY’S FEES AND COSTS; COMPLIANCE OVERSIGHT COSTS**

23  
24 As reimbursement for CSPA’s investigative, expert and attorneys’ fees and costs,  
25 WMAC shall pay CSPA the sum of THIRTY THOUSAND DOLLARS (\$30,000). Payment shall  
26 be made by WMAC within THIRTY (30) calendar days of the Effective Date. Payment by WMAC  
27 to CSPA shall be made in the form of a single check payable to “Lozeau Drury LLP Attorney-Client  
28 Trust Account,” and shall constitute full payment for all costs of litigation, including investigative,

1 expert and attorneys' fees and costs incurred by CSPA that have or could have been claimed in  
2 connection with CSPA's claims, up to and including the Effective Date of this Consent Decree.

3  
4 As reimbursement for CSPA's future costs that will be incurred in order for CSPA to  
5 monitor WMAC's compliance with this Consent Decree and to effectively meet and confer and  
6 evaluate monitoring results for the Facility, WMAC agrees to pay CSPA the amount of TEN  
7 THOUSAND DOLLARS (\$10,000) for costs to be incurred in overseeing the implementation of this  
8 Consent Decree. WMAC shall make payment to CSPA within THIRTY (30) calendar days after the  
9 Effective Date. Payment by WMAC to CSPA shall be made in the form of a check payable to  
10 "Lozeau Drury LLP Attorney-Client Trust Account."

11  
12 **F. RELEASE OF CLAIMS; COVENANT NOT TO SUE**

13  
14 In consideration of the above, and except as otherwise provided by this Consent  
15 Decree, the Parties hereby forever and fully release each other and their respective successors,  
16 assigns, officers, agents, employees, and all persons, firms and corporations having an interest in  
17 them, from any and all claims and demands of any kind, nature, or description whatsoever, and from  
18 any and all liabilities, damages, injuries, actions or causes of action, either at law or in equity, which  
19 the Parties have against each other arising from CSPA's allegations and claims as set forth in the 60-  
20 Day Notice Letter and Complaint up to and including the Termination Date of this Consent Decree.

21  
22 The Parties acknowledge that they are familiar with section 1542 of the California  
23 Civil Code, which provides:

24  
25 A general release does not extend to claims which the creditor does not  
26 know or suspect to exist in his or her favor at the time of executing the  
27 release, which if known by him or her must have materially affected his or  
28 her settlement with the debtor.

1           The Parties hereby waive and relinquish any rights or benefits they may have under  
2 California Civil Code section 1542 with respect to any other claims against each other arising from,  
3 or related to, the allegations and claims as set forth in the 60-Day Notice Letter and Complaint up to  
4 and including the Termination Date of this Consent Decree.

5  
6           For the period beginning on the Effective Date and ending on December 15, 2011,  
7 CSPA agrees that neither CSPA, its officers, executive staff, members of its governing board nor any  
8 organization under the control of CSPA, its officers, executive staff, or members of its governing  
9 board, will file any lawsuit against WMAC seeking relief for alleged violations of the Clean Water  
10 Act or violations of the General Permit. CSPA further agrees that, beginning on the Effective Date  
11 and ending on December 15, 2011, CSPA will not support other lawsuits, by providing financial  
12 assistance, personnel time or other affirmative actions, against WMAC that may be proposed by  
13 other groups or individuals who would rely upon the citizen suit provision of the Clean Water Act to  
14 challenge WMAC's compliance with the Clean Water Act or the General Permit.

15  
16 **G. NOTICE TO THE FEDERAL GOVERNMENT**

17  
18           WMAC shall submit this Consent Decree to the U.S. EPA and the U.S. Department  
19 of Justice (hereinafter, the "Agencies") via certified mail, return receipt requested, within five (5)  
20 calendar days after filing of this Consent Decree with the Court for review consistent with 33 U.S.C.  
21 § 1365(c)(3). The Agencies' review period expires forty-five (45) calendar days after receipt of the  
22 Consent Decree by both Agencies, as evidenced by the return receipts, copies of which shall be  
23 provided to CSPA upon receipt by WMAC.

24  
25 **H. TERMINATION DATE OF CONSENT DECREE**

26  
27           This Consent Decree shall terminate on December 15, 2011.  
28

1 **I. BREACH OF CONSENT DECREE; IMPOSSIBILITY OF PERFORMANCE**

2  
3 Where implementation of the actions set forth in this Consent Decree, within the  
4 deadlines set forth in those paragraphs, becomes impossible, despite the timely good faith efforts of  
5 the Parties, the Party who is unable to comply shall notify the other in writing within seven (7)  
6 calendar days of the date that the failure becomes apparent, and shall describe the reason for the non-  
7 performance. The Parties agree to meet and confer in good faith concerning the non-performance  
8 and, where the Parties concur that the non-performance was or is impossible, despite the timely good  
9 faith efforts of one of the Parties, new performance deadlines shall be established. In the event that  
10 the Parties cannot timely agree upon the terms of such a stipulation, either of the Parties shall have  
11 the right to invoke the dispute resolution procedure described herein.

12  
13 **J. GENERAL PROVISIONS**

14  
15 1. No Admission or Finding. Neither this Consent Decree nor any payment  
16 pursuant to the Consent Decree shall constitute evidence or be construed as a finding, adjudication,  
17 or acknowledgment of any fact, law or liability, nor shall it be construed as an admission of violation  
18 of any law, rule or regulation. However, this Consent Decree and/or any payment pursuant to the  
19 Consent Decree may constitute evidence in actions seeking compliance with this Consent Decree.

20  
21 2. Dispute Resolution Procedures. Except as specifically noted herein, any  
22 dispute with respect to any of the provisions of this Consent Decree shall be resolved through the  
23 following procedure. The Parties agree to first meet and confer to resolve any dispute arising under  
24 this Consent Decree. In the event that such disputes cannot be resolved through this meet and confer  
25 process, the Parties agree to request a settlement meeting before the Judge assigned to this action. In  
26 the event that the Parties cannot resolve the dispute by the conclusion of the settlement meeting with  
27 the Judge, the Parties agree that either Party may submit the dispute via motion to the Judge.

28

1 In resolving any dispute arising from this Consent Decree, the Judge shall have discretion  
2 to award attorneys' fees and costs to either Party. The relevant provisions of the then-applicable  
3 Clean Water Act and Rule 11 of the Federal Rules of Civil Procedure shall govern the allocation of  
4 fees and costs in connection with the resolution of any disputes before the Judge. The Judge shall  
5 award relief limited to compliance orders and awards of attorneys' fees and costs, subject to proof.  
6 The Parties agree to file any waivers necessary for the Judge to preside over any settlement  
7 conference and motion practice.

8  
9 3. Construction. The language in all parts of this Consent Decree shall be  
10 construed according to its plain and ordinary meaning, except as to those terms defined by law, in  
11 the General Permit, Clean Water Act or specifically herein.

12  
13 4. Choice of Law. This Consent Decree shall be governed by the laws of the  
14 United States, and where applicable, the laws of the State of California.

15  
16 5. Severability. In the event that any provision, section, or sentence of this  
17 Consent Decree is held by a court to be unenforceable, the validity of the enforceable provisions  
18 shall not be adversely affected.

19  
20 6. Correspondence. All notices required herein or any other correspondence  
21 pertaining to this Consent Decree shall be sent by regular, certified, or overnight mail as follows:

22  
23 If to CSPA:

24  
25 Bill Jennings, Chairman  
26 California Sportfishing Protection Alliance  
27 3536 Rainier Road  
28 Stockton, CA 95204  
Tel: (209) 464-5067  
deltakeep@aol.com



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And to:

Michael R. Lozeau  
Lozeau Drury LLP  
1516 Oak Street, Suite 216  
Alameda, CA 94501  
Tel: (510) 749-9102  
michael@lozeaudrury.com

If to WMAC:

Waste Management of Alameda County, Inc.  
Attention: District Manager  
Davis Street Transfer Station  
2615 Davis Street  
San Leandro, California 94577

And to:

John Lynn Smith  
Reed Smith LLP  
1999 Harrison Street  
Suite 2200  
Oakland, CA 94612  
Tel: (510) 466-6778  
jlsmith@reedsmith.com

Notifications of communications shall be deemed submitted on the date that they are e-mailed, postmarked and sent by first-class mail or deposited with an overnight mail/delivery service. Any change of address or addresses shall be communicated in the manner described above for giving notices.

7. Counterparts. This Consent Decree may be executed in any number of counterparts, all of which together shall constitute one original document. Telecopied, scanned (.pdf), and/or facsimiled copies of original signature shall be deemed to be originally executed counterparts of this Consent Decree.

1           8.     Assignment. Subject only to the express restrictions contained in this Consent  
2 Decree, all of the rights, duties and obligations contained in this Consent Decree shall inure to the  
3 benefit of and be binding upon the Parties, and their successors and assigns.

4  
5           9.     Modification of the Agreement. This Consent Decree, and any provisions  
6 herein, may not be changed, waived, discharged or terminated unless by a written instrument, signed  
7 by the Parties.

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9           10.    Full Settlement. This Consent Decree constitutes a full and final settlement of  
10 this matter. It is expressly understood and agreed that the Consent Decree has been freely and  
11 voluntarily entered into by the Parties with and upon advice of counsel.

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13           11.    Integration Clause. This is an integrated Consent Decree. This Consent  
14 Decree is intended to be a full and complete statement of the terms of the agreement between the  
15 Parties and expressly supersedes any and all prior oral or written agreements covenants,  
16 representations and warranties (express or implied) concerning the subject matter of this Consent  
17 Decree.

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19           12.    Authority. The undersigned representatives for CSPA and WMAC each  
20 certify that he/she is fully authorized by the Party whom he/she represents to enter into the terms and  
21 conditions of this Consent Decree.

22  
23 **K.     RETENTION OF JURISDICTION**

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25           Subject to the provisions of this Consent Decree, this Court shall retain jurisdiction to  
26 enforce the terms and conditions of this Consent Decree. This Consent Decree shall terminate after  
27 all terms and conditions specified within this Consent Decree have been satisfied.

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SO AGREED AND STIPULATED:

Dated: \_\_\_\_\_

CALIFORNIA SPORTFISHING PROTECTION ALLIANCE

By \_\_\_\_\_  
(Title)

Dated: \_\_\_\_\_

WASTE MANAGEMENT OF ALAMEDA COUNTY, INC.

By: \_\_\_\_\_  
(Title)

**APPROVED AS TO FORM:**

LOZEAU DRURY LLP

\_\_\_\_\_  
Michael R. Lozeau  
Attorneys for Plaintiff

REED SMITH LLP

\_\_\_\_\_  
John Lynn Smith  
Attorneys for Defendant

**IT IS SO ORDERED.**

Dated and entered into on \_\_\_\_\_.

\_\_\_\_\_  
UNITED STATES DISTRICT JUDGE