

DEC 19 2018

Jake Chatters
Executive Officer & Clerk
By: S. Hubbard, Deputy

1 R. SCOTT OWENS
District Attorney of Placer County
2 JANE CRUE, SBN 210122
Senior Deputy District Attorney
3 10810 Justice Center Drive Suite 240
Roseville, California 95678
4 Telephone: (916) 543-8000

5 Additional Counsel listed as signatories
6 Attorneys for Plaintiff, The People of the State of California

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF PLACER

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11 THE PEOPLE OF THE STATE OF
CALIFORNIA,
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13 Plaintiffs,
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15 v.
16 UNION PACIFIC RAILROAD COMPANY,
a Delaware corporation,
17
18 Defendant.

Case No. **SCV0042203**
STIPULATION FOR ENTRY OF FINAL
JUDGMENT; ~~PROPOSED~~ FINAL
JUDGMENT

18 Plaintiff, THE PEOPLE OF THE STATE OF CALIFORNIA ("People"), are generally
19 appearing through the following attorneys: R. Scott Owens, District Attorney of Placer County;
20 Tori Verber Salazar, District Attorney of San Joaquin County; Clifford Newell, District Attorney
21 of Nevada County; and Michael A. Ramos, District Attorney of San Bernardino County.
22 Defendant UNION PACIFIC RAILROAD COMPANY ("UPRR"), a Delaware Corporation, is
23 generally appearing through its attorneys, Robert C. Bylsma, Senior General Attorney –
24 Environmental, at UPRR, and John F. Barg, Barg Coffin Lewis & Trapp, LLP. The People and
25 UPRR are collectively referred to herein as the "Parties."

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STIPULATION

The Parties hereby stipulate as follows, subject only to approval of the Court as provided

below:

- 1. This Court may enter this Stipulation for Entry of Final Judgment ("Final Judgment") before the taking of any proof and without trial or adjudication of any fact or law;
- 2. This Court has subject matter jurisdiction over the matters alleged in this action and personal jurisdiction over the parties to this Final Judgment;
- 3. This Final Judgment is a fair and reasonable resolution of the matters alleged in the People's Complaint;
- 4. Entry of this Final Judgment is not an admission or a denial by UPRR regarding any issue of law or fact in the above-captioned matter or any violation of any law;
- 5. The Parties waive any right to set aside the Final Judgment through any collateral attack, and further waive their right to appeal from the Final Judgment; and
- 6. This Final Judgment may be executed by the Parties in counterparts.

NOW THEREFORE, the Parties, having requested that this Court enter this Final Judgment, and the Court having considered the Final Judgment reached between the Parties, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED as follows:

1. JURISDICTION

The Parties are appearing generally before this Court which, by virtue of said general appearances, has subject matter jurisdiction over the matters alleged in this action and the Parties to this Final Judgment.

2. SETTLEMENT OF DISPUTED CLAIMS

This Final Judgment is a fair and reasonable resolution of the Covered Matters (as defined in Paragraph 6 below), and is in the best interest of the public.

3. DEFINITIONS

a. Except where otherwise expressly defined in this Final Judgment, all terms shall be interpreted consistent with the California Hazardous Waste Control Law, Health and Safety Code

1 Sections 25100-25259; Aboveground Petroleum Storage Act, Health and Safety Code Sections
2 25270-25270.13; Hazardous Materials Release Response Plans and Inventory Law, Health and
3 Safety Code Sections 25500-25547.8; the Lempert-Keene-Seastrand Oil Spill Pollution
4 Prevention and Response Act, Government Code Sections 8670.1-8670.73; Fish and Game Code
5 Sections 5650-5656; and any federal statutory counterparts to these statutes, as well as any
6 regulations promulgated under each of these sections.

7 b. "Unified Program Agency" or "UPA" is an agency certified by the California
8 Environmental Protection Agency pursuant to the requirements of Chapter 6.11 of Division 20 of
9 the Health and Safety Code and California Code of Regulations, Title 27, to implement certain
10 state environmental programs within the local agency's jurisdiction.

11 c. "Facilities" means the sites listed in Exhibit A.

12 d. "Participating Agency" means an agency that has been designated by the UPA to
13 administer one or more state environmental programs on behalf of the UPA.

14 **4. ENVIRONMENTAL COMPLIANCE ASSURANCE PROGRAM**

15 Pursuant to the provisions of Health and Safety Code Sections 25181, 25270.12, 25515.6,
16 25515.8, Government Code Section 8670.57, Fish and Game Code Section 5650.1 and Business
17 and Professions Code Sections 17203, and 17206 UPRR will implement the following
18 Environmental Compliance Assurance Program:

19 4.1. UPRR hereby designates Jennifer Uhland, PE a licensed Professional
20 Engineer with the consulting firm Jacobs Engineering, as the "Environmental Compliance
21 Officer" who shall monitor and report on UPRR's compliance with the environmental laws and
22 regulations referenced in paragraph 4.5.a, below, at UPRR's Facilities located in San Joaquin,
23 Nevada, Placer and San Bernardino Counties. UPRR may replace the Environmental Compliance
24 Officer and the Jacobs Engineering firm with a different designee mutually acceptable to the
25 People and UPRR.

26 4.2. The Environmental Compliance Officer may associate such additional
27 persons or entities as are reasonably necessary to perform the monitoring and reporting tasks
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1 specified in this Final Judgment, and shall offer UPRR technical assistance regarding compliance
2 with and implementing this Final Judgment.

3 4.3. UPRR will pay all reasonable fees and costs related to the Environmental
4 Compliance Officer's work in complying with this Final Judgment.

5 4.4. UPRR shall allow the Environmental Compliance Officer to access its
6 Facilities at any reasonable time and shall promptly make available upon request all documents
7 and records necessary to conduct her duties.

8 4.5. The Environmental Compliance Officer shall undertake the below-listed
9 activities at each of UPRR's Facilities located in San Joaquin, Nevada, Placer and San Bernardino
10 counties to assure environmental compliance, and shall prepare and submit to the People a semi-
11 annual compliance report, which shall include, but need not be limited to, documentation of all of
12 the following:

13 4.5.a. A thorough semi-annual inspection of the Facilities to ensure that
14 UPRR is in full compliance with all state and local environmental statutes and regulations
15 applicable to the inspected facility, which may include but are not limited to the following:

16 4.5.a.1. Disposal, or causing the disposal, of hazardous waste at a point not
17 authorized by law in accordance with Health & Safety Code Sections 25189 and 25189.2,
18 including, onto the ground or subsurface of the ground at any location not authorized to receive
19 hazardous waste;

20 4.5.a.2. Storing, handling and accumulating hazardous waste in accordance
21 with Health & Safety Code Section 25123.3 and California Code of Regulations, Title 22,
22 Sections 66262.34;

23 4.5.a.3. Labeling hazardous waste containers in the manner required by
24 Health & Safety Code Section 25123.3 and California Code of Regulations, Title 22, Sections
25 66262.34;

26 4.5.a.4. Conducting inspections of hazardous waste storage areas in the
27 manner required by California Code of Regulations, Title 22, Section 66262.34;
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4.5.a.5. Identification of the date of accumulation of hazardous waste on the label of the container in the manner required by title 22 of the California Code of Regulations, Section 66262.34;

4.5.a.6. Accumulation of universal waste as specified in Title 22 of the California Code of Regulations, Section 66273.35, or in the alternative managing universal waste as hazardous waste;

4.5.a.7. Keeping records of each shipment of universal waste as required by Title 22 of the California Code of Regulations, Section 66273.49, or in the alternative managing universal waste as hazardous waste;

4.5.a.8. Training or ensuring all facility personnel who manage and handle universal waste are thoroughly familiar with proper universal waste management and emergency response procedures as required by Title 22 of the California Code of Regulations, Section 66273.36;

4.5.a.9. Submitting to the UPA, annually on or before March 1, a complete hazardous materials business plan and chemical inventory, as required by Health and Safety Code Sections 25503,25505,25507 and 25508, and Section 2650 of Title 19 of the California Code of Regulations;

4.5.a.10. Preparing a Spill Prevention Control and Countermeasure Plan, as required by Health and Safety Code Section 25270.45, and 40 Code of Federal Regulations Section 112.5;

4.5.a.11. Inspecting UPRR facilities and promptly implementing the corrections required by Health and Safety Code Section 25270.45(a)

4.5.a.12. Maintaining a complete copy of the Spill Prevention Control and Countermeasure Plan at the Facilities, if the Facility is normally attended at least four hours per day, or at the nearest field office if the Facility is not so attended, as required by 40 Code of Federal Regulations Section 112.3;

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4.5.a.13. Providing appropriate containment or diversionary equipment and structures constructed to prevent any discharge from a primary containment system before cleanup occurs, as required by 40 Code of Federal Regulations Section 112.7;

4.5.a.14. Depositing in, permitting to pass into, or placing where it can pass into the waters of this state petroleum, oil or residuary product of petroleum in violation of Fish and Game Code Section 5650;

4.5.a.15. Causing or permitting any oil to be discharged in or on the waters of the state in violation of Government Code Section 8670.25; and 4.5.a.16. Preparing, maintaining and implementing an Oil Spill Contingency Plan as required by Government Code Section 8670.29.

4.5.b. A thorough examination and review of the adequacy of training materials and written procedures used at the Facilities to address the release into the environment of any hazardous material, hazardous waste, or petroleum products, including but not limited to the following topics: investigation, containment, clean-up, and remediation of such releases, and general and site-specific procedures for release reports (both internal UPRR reports and required reports to outside authorities and entities);

4.5.c. A thorough examination and review confirming that the training materials and written procedures referenced above are readily available to all UPRR employees whose duties require such training and access to such procedures, and that UPRR timely trains and re-trains all such employees on the matters referenced above; and

4.5.d. A thorough examination and review of UPRR's ability to prevent and contain releases into the environment and/or contain any hazardous material, hazardous waste or petroleum product that may be unintentionally released into the environment at the Facilities.

4.6. A Compliance Report shall be generated by the Environmental Compliance Officer and provided to the Parties every six (6) months for a period of three (3) years.

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4.7 The Environmental Compliance Officer's semiannual report shall set forth the methodology and results of the review set forth in Paragraph 4.5 above, identify any deficiencies or violations, and make specific, detailed recommendations for UPRR to implement to correct and prevent violations.

4.8. The Environmental Compliance Officer's work specified in this section shall be managed by Mark D. Lutz, UPRR's Assistant Vice President, Supply – Strategic Sourcing.

4.9. Any incident, condition, or violation identified by the Environmental Compliance Officer or brought to the attention of the Compliance Officer that poses an imminent danger to the health and/or safety of UPRR employees, the public, or the environment in or near the Facilities shall be corrected immediately, and notice thereof shall be delivered to the District Attorney of the county of such occurrence as soon as possible, but in no event longer than 24 hours from discovery. UPRR shall provide regular updates regarding remediation measures taken to address the dangerous incident, condition or violation.

4.10. Any violation found by the Environmental Compliance Officer other than matters that pose an imminent danger to the health and/or safety of UPRR employees, the public or the environment in or near the Facilities listed in Exhibit X shall be corrected in accordance with relevant law and regulations.

5. CIVIL PENALTIES AND COSTS

5.1. Civil Penalties

Pursuant to Health and Safety Code Sections 25100-25259; Health and Safety Code Sections 25270-25270.13; Health and Safety Code Sections 25500-25547.8; Government Code Sections 8670.1-8670.73; Fish and Game Code Sections 5650-5656; and Business and Professions Code Section 17206, within twenty-one (21) business days after entry of this Final Judgment, UPRR shall pay civil penalties in the amount of Two Million Dollars (\$2,000,000), in accordance with the terms set forth in Paragraph 5.3 and Exhibits B-1 and B-2.

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5.2. Reimbursement of Costs of Investigation and Enforcement

Within twenty-one (21) business days after entry of this Final Judgment, UPRR shall pay Three Hundred Thirteen Thousand, Four Hundred Thirty-Two and 41/100 Dollars (\$313,432.41) for reimbursement of reasonable attorneys' fees, costs of investigation, and other costs of enforcement, in accordance with the terms set forth in Paragraph 5.3 and Exhibits C-1 and C-2.

5.3. Payments and Expenditures

All of the payments imposed on UPRR pursuant to Paragraphs 5.1 and 5.2 of this Final Judgment shall be made within twenty-one (21) business days after entry of this Final Judgment by check to the payees listed in Exhibits B-1, B-2, C-1 and C-2 and delivered to the Placer County District Attorney's Office, Attention: Jane Crue, Deputy District Attorney, 10810 Justice Center Dr., Ste. 240, Roseville, CA 95678 for distribution.

6. MATTERS COVERED BY THIS FINAL JUDGMENT

6.1. This Final Judgment is a final and binding resolution and settlement of any "Covered Matter." A "Covered Matter" is any claim, violation or cause of action alleged in the Complaint as to UPRR's Facilities and as to UPRR, and its officers or employees ("Covered Entities"), with respect to UPRR's acts and omissions at or related to the Facilities or the business conducted at the Facilities for the violations listed in the complaint during the alleged time period.

6.2. Any claim, violation, or cause of action that is not a Covered Matter is a "Reserved Claim." Reserved Claims include, but are not limited to: claims, violations or causes of action predicated on facts that were unknown to the People at the time of this filing; violations that occur after the filing of this Final Judgment; claims, violations or causes of action against UPRR's independent contractors or subcontractors; or claims or causes of action against UPRR for its negligent or unlawful performance of cleanup, corrective action, or response action for any actual past or future releases, spills, or disposals of hazardous waste or hazardous substances at or from any of the Facilities.

1 6.3. In any subsequent action that may be brought by the People based on any
2 Reserved Claim, UPRR agrees that they will not assert that failing to pursue any Reserved Claim
3 as part of this action constitutes claim-splitting. UPRR may assert any defense other than claim-
4 splitting.

5 6.4. Reserved Claims also include any and all claims or causes of action against
6 UPRR occurring at or from any of UPRR's facilities or equipment outside Nevada, Placer, San
7 Bernardino and San Joaquin counties, which are not time-barred and are not included in or
8 resolved by this Judgment.

9 6.5. Any claims by UPRR, civil or administrative, against the People or against
10 any agency of the State of California, or any county or city in the State of California, or any
11 CUPA, Participating Agency or local agency (collectively, "Agencies"), or against any of their
12 officers, employees, representatives, agents, or attorneys, arising out of or related to any Covered
13 Matter and that exists as of the date of filing this Final Judgment are hereby merged into and
14 extinguished by this Final Judgment; provided, however, that if any Agencies initiate claims
15 against UPRR, UPRR retains any and all rights and defenses against claims initiated by such
16 Agencies.

17 **7. EFFECT OF FINAL JUDGMENT**

18 Except as expressly provided in this Final Judgment, nothing in this Final Judgment is
19 intended, nor shall it be construed, to preclude the People, or any state, county, city or local
20 agency, department, board, or any Unified Program Agency from exercising its authority under
21 any statute or regulation.

22 **8. NO WAIVER OF RIGHT TO ENFORCE**

23 The failure of the People to enforce any provision of this Final Judgment shall neither be
24 deemed a waiver of such provision nor in any way affect the validity of this Final Judgment. The
25 failure of the People to enforce any such provision shall not preclude them from later enforcing
26 the same or any other provision of this Final Judgment. Except as expressly provided in this Final
27 Judgment, UPRR retains all defenses allowed by law to any such later enforcement.
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9. INTERPRETATION

This Final Judgment was drafted equally by all Parties hereto. Accordingly, all rules of construction, including Civil Code Section 1654 which provides that ambiguity is construed against the drafting party, shall not apply to the interpretation of this Final Judgment.

10. INTEGRATION

This Final Judgment constitutes the entire agreement between the Parties and may not be amended or supplemented except as provided herein. No oral advice, guidance, suggestions or comments by employees or officials of any Party regarding matters covered in this Final Judgment shall be construed to relieve either Party of its obligations under this Final Judgment. No oral representations have been made or relied upon other than as expressly set forth herein.

11. FUTURE REGULATORY CHANGES

Nothing in this Final Judgment shall excuse UPRR from meeting any more stringent requirement that may be imposed by applicable existing law or by any change in the applicable law. To the extent any future statutory or regulatory change makes UPRR's obligations less stringent than those provided for in this Final Judgment, UPRR's compliance with the changed law shall be deemed compliance with this Final Judgment; however, any change in law or regulation shall not reduce or diminish UPRR's obligations to comply with the obligations set forth above.

12. ABILITY TO INSPECT AND COPY RECORDS AND DOCUMENTS

UPRR shall permit any duly authorized representative of the People to inspect and copy records and documents relevant to determine compliance with the terms of this Final Judgment. This Paragraph shall not limit the People's authority to access or obtain information, records and documents pursuant to any other statute, or regulation.

13. PAYMENT OF LITIGATION EXPENSES AND FEES

UPRR shall make no request of the People to pay its attorneys' fees, expert witness fees and costs, or any other costs of litigation or investigation incurred to date in this matter.

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14. COUNTERPART SIGNATURES

The Final Judgment may be executed by the Parties in counterparts.

15. INCORPORATION OF EXHIBITS

Exhibits A, B-1, B-2, C-1 and C-2 are incorporated herein by reference.

16. NOTICE

Unless otherwise specified in this Final Judgment, all notices under this Final Judgment shall be made in writing, by both email and mail, and addressed to the persons identified as counsel for the People and UPRR. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address.

17. EFFECTIVE DATE OF FINAL JUDGMENT

This Final Judgment shall become effective upon entry. The parties need not file a Notice of Entry of Judgment.

IT IS SO STIPULATED.

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FOR THE PEOPLE:

R. SCOTT OWENS,
District Attorney
County of Placer, State of California

DATED: 11/29/18

By: 
JANE CRUE
Senior Deputy District Attorney

TORI VERBER SALAZAR,
District Attorney
County of San Joaquin, State of California

DATED: 11/29/18

By: 
CELESTE KAISCH
Deputy District Attorney

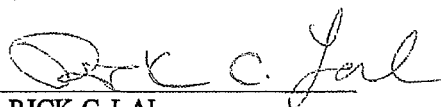
CLIFFORD NEWELL,
District Attorney
County of Nevada, State of California

DATED: _____

By: _____
MATTHEW CARR
Deputy District Attorney

MICHAEL RAMOS,
District Attorney
County of San Bernardino, State of California

DATED: 11-29-18

By: 
RICK C. LAL
Deputy District Attorney

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FOR THE PEOPLE:

R. SCOTT OWENS,
District Attorney
County of Placer, State of California

DATED: _____

By: _____
JANE CRUE
Senior Deputy District Attorney

TORI VERBER SALAZAR,
District Attorney
County of San Joaquin, State of California

DATED: _____

By: _____
CELESTE KAISCH
Deputy District Attorney

CLIFFORD NEWELL,
District Attorney
County of Nevada, State of California

DATED: 11-27-18

By: _____
MATTHEW CARR
Deputy District Attorney

MICHAEL RAMOS,
District Attorney
County of San Bernardino, State of California

DATED: _____

By: _____
RICK C. LAL
Deputy District Attorney


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FOR UNION PACIFIC RAILROAD COMPANY:

DATED: 11/29/2018

By: 
MARK D. LUTZ
Assistant Vice President, Supply—Strategic
Sourcing

DATED: 12/5/2018

BARG COFFIN LEWIS & TRAPP, LLP
By: 
JOHN F. BARG
Attorneys for Union Pacific Railroad
Company

IT IS SO ORDERED:

DATED: DEC 19 2018

By: Alan Pineschi
JUDGE OF THE SUPERIOR COURT

EXHIBIT A

Exhibit A
UPRR FIXED FACILITIES

County	Site
Nevada	Mystic Yard Norden Yard Truckee Yard (includes remote site)
Placer	Blue Canyon Yard Cisco/Shed 10 Yard (includes remote signal area) Colfax Yard Emigrant Gap (Fulda) Balloon Track Yard (MP168.4) Emigrant Gap Laing Rd Yard Norden Shed 47 Norden SP Summit Roseville Yard
San Bernardino	Bloomington (West Colton) Kelso (Rd. 1, Kelbaker) Yermo
San Joaquin	French Camp Yard Stockton Yard Tracy Yard

EXHIBIT B-1

Exhibit B-1

DISBURSEMENT OF CIVIL PENALTIES-DISTRICT ATTORNEY

District Attorney's Office	Civil Penalties- B&P§17200	Civil Penalties- H&S §25515.5(b)	Civil Penalties- FG§5650.1	Total Civil Penalties
Nevada County	350,000.00	50,000.00	50,000.00	\$450,000.00
Placer County	380,000.00	40,000.00	40,000.00	\$460,000.00
San Bernardino County	480,000.00	10,000.00		\$490,000.00
San Joaquin County	380,000.00	60,000.00		\$440,000.00
Total	\$1,590,000.00	\$160,000.00	\$90,000.00	\$1,840,000.00

1 -PLACER: The money paid to the Placer District Attorney as costs and penalties, pursuant to this Stipulation, shall be for the sole and exclusive use of the District Attorney to augment the budget of the District Attorney's Office pertaining to the investigation and enforcement of consumer and environmental protection laws and in no manner shall supplant or cause any reduction of any portion of the District Attorney's budget.

2 - SAN JOAQUIN: B&P 17200 Penalties shall be paid to the "Treasurer of San Joaquin County." Penalties allocated to H&S 25515.5(b) shall be paid to the "San Joaquin Co. District Attorney's Office."

3 - SAN BERNARDINO: B&P 17200 Penalties shall be payable to "San Bernardino County District Attorney's Office". Penalties paid to San Bernardino County Fire Haz Mat shall be payable to "San Bernardino Co Fire Haz Mat"

4 - NEVADA - The money paid to the Nevada County District Attorney as penalties pursuant to Business and Professions Code section 17200, shall be for the sole and exclusive use of the District Attorney to augment the enforcement of consumer and environmental protection laws and in no manner shall supplant or cause any reduction of any portion of the District Attorney's budget. \$200,000 is to be allocated to the California District Attorneys Association Circuit Prosecutor, Statewide Circuit Prosecutor and shall be distributed as such.

Pursuant to Govt Code section 26506, any civil penalties recovered in a civil action "brought jointly in the name of the People of the State of California by the Attorney General, one or more district attorneys, or by one or more city attorneys, or any combination thereof, shall be paid as approved by the court."

EXHIBIT B-2

Exhibit B-2

DISBURSEMENT OF CIVIL PENALTIES-AGENCY

Agency	Civil Penalties H&S §25515.5(b)	Total Civil Penalties
Nevada Co. Environmental Health Dept.	50,000.00	50,000.00
Roseville City Fire Dept.	40,000.00	40,000.00
San Bernardino County Fire Dept. – Hazardous Materials	10,000.00	10,000.00
San Joaquin Co.-Environmental Health Department	60,000.00	60,000.00
Total	\$160,000.00	\$160,000.00

EXHIBIT C-1

Exhibit C-1
DISBURSEMENT OF COSTS-DISTRICT ATTORNEY

Prosecutor's Office	Total Costs
California District Attorneys Association	\$62,500.00
Placer County District Attorney's Office	\$62,500.00
San Bernardino County District Attorney's Office	\$62,500.00
San Joaquin County District Attorney's Office	\$62,500.00
Total	\$250,000.00

EXHIBIT C-2

Exhibit C-2
DISBURSEMENT OF COSTS-AGENCY

Agency	Total Cost to Agency
Nevada County Environmental Health	\$15,077.21
Placer County Environmental Health	\$14,329.00
California Department of Fish and Wildlife – Office of Spill Prevention and Response (OSPR)	\$26,908.70
San Bernardino County Fire Dept. – Hazardous Materials	\$1,267.50
San Joaquin Co. Environmental Health Dept.	\$3,900.00
San Joaquin County Community Development Department	\$1,950.00
Total	\$63,432.41