

BEFORE THE ENVIRONMENTAL QUALITY COMMISSION
OF THE STATE OF OREGON

IN THE MATTER OF) MUTUAL AGREEMENT
CDR MAGUIRE, INC.,) AND FINAL ORDER
a Delaware corporation,)
Respondent.) CASE NO. AQ/AB-WR-2021-049

I. BACKGROUND

1. CDR Maguire, Inc. (Respondent) is an emergency management contractor doing business in Oregon.

2. Respondent was hired by the Oregon Department of Transportation (ODOT) to oversee publicly-funded site cleanup and debris removal work at the Bel Air Mobile Home Park at 3653 S. Pacific Highway in Medford, Oregon (the Site), after the Site was burned by the Almeda wildfire in September 2020.

3. Respondent's oversight responsibilities at the Site included issuing work orders to direct the work at the Site and supervising and documenting the work of debris removal contractors in the field.

4. The “prime” debris removal contractor for the Site, hired separately by the State of Oregon, was AshBritt, Inc. Ashbritt, Inc., in turn, hired MC Carlton Contracting, Inc. (Subcontractor) to perform the actual wildfire debris removal work pursuant to work orders issued by Respondent.

5. On March 19, 2021, Respondent submitted a written notification to DEQ of potential asbestos violations (Disclosure). In the Disclosure and in subsequent information provided to DEQ, Respondent stated that it had included incorrect asbestos information in its work order, due to mixing up asbestos survey information between the Site and a neighboring mobile home park where Respondent was also overseeing wildfire debris cleanup. Relying on information in a work order issued by Respondent, between March 15, 2021 and March 18, 2021, the Subcontractor, which was not a DEQ-licensed asbestos contractor, handled, cleared

1 and removed asbestos-containing wildfire debris from lots 003, 012 and 027 at the Site and
2 loaded the debris into trucks for disposal.

3 6. From March 16, 2021 to March 19, 2021, the Subcontractor transported fifteen
4 loads, totaling 283.08 tons of co-mingled wildfire debris, which included material from lots 003,
5 012, and 027, to the Dry Creek Landfill. The trucks were lined prior to loading, the liner was
6 folder over, and haul units were tarped prior to transport. However, the material was not enclosed
7 in leak-tight packaging.

8 7. Despite the fact that the Dry Creek Landfill was not informed that the fifteen
9 loads of waste material described in Section I, Paragraph 6 above was asbestos-containing waste
10 material, the Landfill placed the material on top of an area where properly-packaged asbestos-
11 containing wildfire debris had been previously placed and covered. The Landfill identified the
12 area as containing asbestos-containing waste material and recorded it as such in the Landfill's
13 records so that it will be properly managed in the future.

14 8. On March 19, 2021, Respondent identified the error, notified DEQ and the Dry
15 Creek Landfill, and took action at the Site (and also the neighboring site with which the asbestos
16 survey had been mixed up) to prevent further asbestos-containing lots from being cleared by the
17 Subcontractor. In addition, Respondent updated its procedures so that all subsequent work orders
18 contained complete copies of lab reports and the summary of asbestos-containing material from the
19 asbestos survey report, and so that asbestos lab reports would be reviewed by Respondent's field
20 personnel and the Subcontractor prior to the performance of work.

21 9. Following review of the Disclosure and additional information submitted by
22 Respondent and the Dry Creek Landfill, DEQ issued a Pre-Enforcement Notice to Respondent on
23 April 1, 2021, alleging violations of the asbestos requirements in Oregon Administrative Rules
24 (OAR) Chapter 340, Division 248.

25 10. On July 9, 2021, the company performing asbestos surveys on wildfire damaged
26 properties where Respondent was overseeing cleanup, Maul Foster & Alongi, Inc. (MFA), reported
27 to DEQ and Respondent that an experienced AHERA-trained asbestos surveyor with MFA

1 subcontractor Forensic Analytical Consulting Services, Inc. (FACS) had completed five asbestos
2 surveys between May 17, 2021 and May 26, 2021 (on properties different than the Site discussed
3 above), after the surveyor's certification had expired on May 7, 2021. The inspector was recertified
4 on July 8, 2021. MFA and FACS both accepted responsibility for the oversight. Prior to May 2021,
5 MFA had been directed by the ODOT to add additional subcontractors like FACS in order to
6 expedite ongoing asbestos surveys due to the demands of a statewide wildfire emergency, which
7 MFA then did with ODOT's approval.

II. AGREEMENT

Respondent and DEQ hereby agree that:

10 11. This Mutual Agreement and Final Order (MAO) shall be effective upon the date
11 fully executed (MAO Effective Date).

12 12. Respondent is an operator of the Site, pursuant to OAR 340-248-0110(2), OAR
13 340-248-0280(2)(b), OAR 340-248-0280(6) because Respondent operated, controlled and
14 supervised the Site by issuing work orders for wildfire debris cleanup activities and overseeing
15 debris cleanup work at the Site.

16 13. Respondent is an operator of a demolition or renovation activity, pursuant to OAR
17 340-248-0270(1), with regard to the five properties described in Section I, Paragraph 10, above,
18 because Respondent operated, controlled and supervised wildfire debris cleanup work at those
19 properties.

20 14. The following violations, the first three of which are alleged in DEQ's April 1, 2021
21 Pre-Enforcement Notice to Respondent, are hereby resolved through this Mutual Agreement and
22 Final Order (MAO).

23 a. Between March 15, 2021 and March 18, 2021, Respondent violated OAR
24 340-248-0110(2) by allowing a person not licensed or certified by DEQ to
25 perform an asbestos abatement project at the Site. This is a Class I violation,
26 according to OAR 340-012-0054(1)(v).

1 b. Between March 15, 2021 and March 19, 2021, Respondent violated OAR
2 340-248-0280(2)(b) by failing to package asbestos-containing waste material in leak
3 tight containers for transport and disposal. This is a Class I violation, according to
4 OAR 340-012-0054(1)(u).

5 c. Between March 15, 2021 and March 19, 2021, Respondent violated OAR
6 340-248-0280(6), by failing to notify the disposal site of the type and volume of
7 asbestos-containing waste material, and failing to obtain the disposal site's
8 approval prior to bringing the waste to a permitted disposal site. This is a Class I
9 violation, according to OAR 340-012-0054(1)(u).

10 d. Between May 17, 2021 and May 26, 2021, Respondent violated OAR 340-
11 248-0270(1) by failing to have a currently certified and therefore "accredited"
12 inspector complete an asbestos survey before performing a demolition or
13 renovation at five wildfire-damaged properties. This is a Class I violation
14 according to OAR 340-012-0054(1)(r).

15 15. Pursuant to OAR 340-012-0160(2) and the application of DEQ's Internal
16 Management Directive on Self-Policing, Disclosure, and Penalty Mitigation (IMD), DEQ hereby
17 reduces the applicable gravity-based civil penalties for the violations referenced in Section II,
18 Paragraphs 14.a and 14.c above by 50%. The determination of the civil penalties is attached as
19 Exhibits No. 1 and 2, which are incorporated by reference.

20 16. The violations referenced in Section II, Paragraphs 14.b and 14.d above are cited
21 herein without penalty.

22 17. The total civil penalty is **\$12,400**.

23 18. Pursuant to OAR 340-012-0030(19) and OAR 340-012-0145(2), the violations
24 resolved in this MAO will be treated as prior significant actions in the event a future violation
25 occurs.

26 19. This MAO resolves all civil claims of DEQ, based upon the facts alleged, for the
27 violations expressly resolved in this MAO. This MAO is not intended to limit, in any way, DEQ's

1 right to proceed against Respondent in any forum for any past or future violations not expressly
2 settled herein.

3 20. Respondent releases and waives any and all claims of any kind, known or unknown,
4 past or future, against the State of Oregon or its agencies, instrumentalities, employees, officers, or
5 agents, arising out of the matters and events relating to the matter set out in the Pre-Enforcement
6 Notice and this MAO. Any and all claims includes but is not limited to any claim under 42 USC §
7 1983 et seq., any claim under federal or state law for damages, declaratory, or equitable relief, and
8 any claim for attorney's fees or costs.

9 21. This MAO shall be binding on Respondent and its respective successors, agents, and
10 assigns. The undersigned representative of Respondent certifies that he or she is fully authorized to
11 execute and bind Respondent to this MAO.

12 22. Facsimile or scanned signatures on this MAO shall be treated the same as original
13 signatures.

14 23. In accordance with DEQ's Internal Management Directive on Supplemental
15 Environmental Projects (SEPs), DEQ agrees to mitigate the \$12,400 civil penalty to \$2,480 and
16 Respondent agrees to satisfactorily complete the approved SEP proposal (Salt Creek Stream
17 Restoration with Rogue River Watershed Council) as set forth in Attachment No. A and
18 incorporated by reference. Respondent agrees to refrain from using the value of the SEP as a tax
19 deduction or as part of a tax credit application; and, whenever Respondent publicizes the SEP or the
20 results of the SEP, Respondent will state in a prominent manner that the project was undertaken as
21 settlement of a DEQ enforcement action. Respondent will be deemed to have completed the SEP
22 when DEQ receives a Final SEP Report verifying that the Rogue River Watershed Council
23 received \$9,920 from Respondent and spent the money in the manner described in the SEP. The
24 Final SEP Report must include the following documentation: a narrative summary of the project
25 expenses covered with SEP Funds; copies of relevant receipts; photographs of on-the-ground
26 activities funded with the SEP Funds; and Respondent's signed certification that the SEP is
27 complete as described in the Final SEP Report.

1 24. Civil penalty payments may be made via check, money order, or e-check (ACH) by
2 following the instructions on the attached remittance and logging in to Your DEQ Online here:
3 <https://ydo.oregon.gov>. If you pay by check or money order, please enclose the attached remittance
4 with your payment and note the civil penalty case number (AQ/AB-WR-2021-049) and notification
5 number (CPGFD2200009). Make checks payable to "Department of Environmental Quality" and
6 mail to:

7 DEQ FINANCIAL SERVICES - LBX4244
8 PO BOX 4244
9 PORTLAND OR 97208-4244

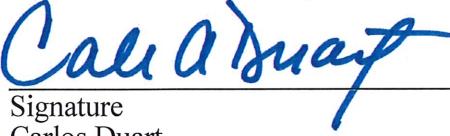
10 II. FINAL ORDER

11 The Environmental Quality Commission hereby enters a final order:

12 1. Imposing upon Respondent a total civil penalty of \$2,480 for the violations settled
13 under this MAO. Payment is due to DEQ by January 15, 2021.

14 2. By March 31, 2023, requiring Respondent to submit a SEP Final Report as
15 described in Section I, Paragraph 23, above; otherwise, the remaining civil penalty (\$9,920) is due
16 and owing to DEQ on March 31, 2023.

17 CDR MAGUIRE, INC. (RESPONDENT)

18 
19 12.20.2021
20 Date

Signature
Carlos Duart
President

22 DEPARTMENT OF ENVIRONMENTAL QUALITY and
23 ENVIRONMENTAL QUALITY COMMISSION

25 
26 12/21/2021
27 Date

Kieran O'Donnell, Manager
Office of Compliance and Enforcement
on behalf of DEQ pursuant to OAR 340-012-0170
on behalf of the EQC pursuant to OAR 340-011-0505

EXHIBIT 1

FINDINGS AND DETERMINATION OF RESPONDENT'S CIVIL PENALTY PURSUANT TO OREGON ADMINISTRATIVE RULE (OAR) 340-012-0045

<u>VIOLATION NO. 1</u>	Allowing a person not licensed or certified by DEQ to perform an asbestos abatement project, in violation of OAR 340-248-0110(2).
<u>CLASSIFICATION:</u>	This is a Class I violation pursuant to OAR 340-012-0054(1)(v).
<u>MAGNITUDE:</u>	The magnitude of the violation is major according to OAR 340-012-0135(1)(i)(A) because the violation involved more than 160 square feet of asbestos-containing material. Respondent allowed the Subcontractor to remove and handle approximately 165 square feet plus 30 linear feet of asbestos-containing material from Lots 003, 012, and 027 at the Site.
<u>CIVIL PENALTY FORMULA:</u>	The formula for determining the amount of penalty of each violation is: $BP + [(0.1 \times BP) \times (P + H + O + M + C)] + EB$
"BP"	is the base penalty, which is \$8,000 for a Class I, major magnitude violation in the matrix listed in OAR 340-012-0140(3)(b)(A)(i) and applicable pursuant to OAR 340-012-0140(3)(a)(B) because Respondent is not a residential owner-occupant.
"P"	is whether Respondent has any prior significant actions, as defined in OAR 340-012-0030(19), in the same media as the violation at issue that occurred at a facility owned or operated by the same Respondent, and receives a value of 0 according to OAR 340-012-0145(2)(a)(A), because there are no prior significant actions.
"H"	is Respondent's history of correcting prior significant actions, and receives a value of 0 according to OAR 340-012-0145(3)(c) because there is no prior history.
"O"	is whether the violation was repeated or ongoing, and receives a value of 2 according to OAR 340-012-0145(4)(b) because there were more than one but less than seven occurrences of the violation. Each day is a separate occurrence of the violation. Respondent allowed the Subcontractor to remove and handle asbestos-containing wildfire debris from lots 003, 012, and 027 at the Site on four days from March 15, 2021 and March 18, 2021. Therefore, there were four occurrences of the violation.
"M"	is the mental state of the Respondent, and receives a value of 4 according to OAR 340-012-0145(5)(c) because Respondent's conduct was negligent. According to OAR 340-012-0030(15), negligent means the respondent failed to take reasonable care to avoid a foreseeable risk of conduct constituting or resulting in a violation. Respondent provided incorrect asbestos information to the Subcontractor in its Work Order 117. Rather than providing the correct information for the Site from the asbestos survey report completed on March 11, 2021, Respondent mistakenly provided asbestos information from a neighboring

mobile home park. The mix up in survey information resulted in an unlicensed asbestos abatement project. Respondent failed to take reasonable care to check the survey information and ensure its accuracy prior to issuing Work Order 117 in order to avoid a foreseeable risk of allowing debris removal work on the wrong properties. Thus, Respondent's conduct was negligent.

"C" is Respondent's efforts to correct or mitigate the violation, and receives a value of -1 according to OAR 340-012-0145(6)(e) because Respondent made reasonable efforts to ensure that the violation would not be repeated. Upon discovering the violation, Respondent promptly reported it to DEQ. In addition, Respondent updated its procedures so that all work orders contain complete copies of lab reports and the summary of asbestos-containing material from the asbestos survey report. In addition, Respondent updated its procedure so that asbestos lab reports will be reviewed by Respondent's field personnel and the subcontractor prior to the performance of work.

"EB" is the approximate dollar value of the benefit gained and the costs avoided or delayed as a result of the Respondent's noncompliance. It is designed to "level the playing field" by taking away any economic advantage the entity gained and to deter potential violators from deciding it is cheaper to violate and pay the penalty than to pay the costs of compliance. In this case, "EB" receives a value of \$0 because Respondent did not receive an economic benefit as a result of this violation. Respondent is paid an hourly rate by the State Debris Removal Task Force to oversee and document the work of the debris removal contractors, and did not incur an economic benefit because the lots were cleaned up by person not licensed or certified by DEQ to perform an asbestos abatement project.

PENALTY CALCULATION: Penalty = BP + [(0.1 x BP) x (P + H + O + M + C)] + EB

$$\begin{aligned} &= \$8,000 + [(0.1 \times \$8,000) \times (0 + 0 + 2 + 4 + -1)] + \$0 \\ &= \$8,000 + (\$800 \times 5) + \$0 \\ &= \$8,000 + \$4,000 + \$0 \\ &= \$12,000 + \$0 \\ &= \$12,000 \end{aligned}$$

Pursuant to the application of DEQ's Internal Management Directive on Self-Policing, Disclosure, and Penalty Mitigation and OAR 340-012-0160(2), the gravity-based portion of the penalty is reduced by 50% (from \$12,000 to \$6,000). Therefore, the civil penalty for this violation is \$6,000.

EXHIBIT 2

FINDINGS AND DETERMINATION OF RESPONDENT'S CIVIL PENALTY PURSUANT TO OREGON ADMINISTRATIVE RULE (OAR) 340-012-0045

VIOLATION NO. 3

Failing to notify the disposal site of the type and volume of asbestos-containing waste material, and failing to obtain the disposal site's approval prior to bringing the waste to a permitted disposal site, in violation of OAR 340-248-0280(6).

CLASSIFICATION:

This is a Class I violation pursuant to OAR 340-012-0054(1)(u).

MAGNITUDE:

The magnitude of the violation is major according to OAR 340-012-0135(1)(i)(A) because the violation involved more than 160 square feet of asbestos-containing waste material. Respondent failed to notify or obtain approval from the disposal site prior to delivering 298 tons of asbestos-containing waste material.

CIVIL PENALTY FORMULA:

The formula for determining the amount of penalty of each violation is: $BP + [(0.1 \times BP) \times (P + H + O + M + C)] + EB$

"BP" is the base penalty, which is \$8,000 for a Class I, major magnitude violation in the matrix listed in OAR 340-012-0140(3)(b)(A)(i) and applicable pursuant to OAR 340-012-0140(3)(a)(B) because Respondent is not a residential owner-occupant.

"P" is whether Respondent has any prior significant actions, as defined in OAR 340-012-0030(19), in the same media as the violation at issue that occurred at a facility owned or operated by the same Respondent, and receives a value of 0 according to OAR 340-012-0145(2)(a)(A), because there are no prior significant actions.

"H" is Respondent's history of correcting prior significant actions, and receives a value of 0 according to OAR 340-012-0145(3)(c) because there is no prior history.

"O" is whether the violation was repeated or ongoing, and receives a value of 3 according to OAR 340-012-0145(4)(c) because there were from seven to 28 occurrences of the violation. Sixteen loads of asbestos-containing waste material were delivered to the landfill, without first notifying the landfill of the asbestos-containing material.

"M" is the mental state of the Respondent, and receives a value of 4 according to OAR 340-012-0145(5)(c) because Respondent's conduct was negligent. According to OAR 340-012-0030(15), negligent means the respondent failed to take reasonable care to avoid a foreseeable risk of conduct constituting or resulting in a violation. Respondent provided incorrect asbestos information to the Subcontractor in its Work Order 117. Rather than providing the correct information for the Site from the asbestos survey report completed on March 11, 2021, Respondent mistakenly provided asbestos information from a neighboring mobile home park. The mix up in survey information resulted in the delivery of asbestos-

containing material to the landfill without first notifying the landfill of the asbestos-containing material. Respondent failed to take reasonable care to check the survey information and ensure its accuracy prior to issuing Work Order 117 in order to avoid a foreseeable risk of the violation. Thus, Respondent's conduct was negligent.

"C" is Respondent's efforts to correct or mitigate the violation, and receives a value of -1 according to OAR 340-012-0145(6)(e) because Respondent made reasonable efforts to ensure that the violation would not be repeated. Upon discovering the violation, Respondent promptly reported it to DEQ. In addition, Respondent updated its procedures so that all work orders contain complete copies of lab reports and the summary of asbestos-containing material from the asbestos survey report. In addition, Respondent updated its procedure so that asbestos lab reports will be reviewed by Respondent's field personnel and the subcontractor prior to the performance of work.

"EB" is the approximate dollar value of the benefit gained and the costs avoided or delayed as a result of the Respondent's noncompliance. It is designed to "level the playing field" by taking away any economic advantage the entity gained and to deter potential violators from deciding it is cheaper to violate and pay the penalty than to pay the costs of compliance. In this case, "EB" receives a value of \$0. Respondent is paid an hourly rate by the State Debris Removal Task Force to oversee and document the work of the debris removal contractors, and did not incur an economic benefit by failing to notify the disposal site of the type and volume of asbestos-containing waste material, and failing to obtain the disposal site's approval prior to bringing the waste to a permitted disposal site.

PENALTY CALCULATION: Penalty = BP + [(0.1 x BP) x (P + H + O + M + C)] + EB
= \$8,000 + [(0.1 x \$8,000) x (0 + 0 + 3 + 4 + -1)] + \$0
= \$8,000 + (\$800 x 6) + \$0
= \$8,000 + \$4,800 + \$0
= \$12,800 + \$0
= \$12,800

Pursuant to the application of DEQ's Internal Management Directive on Self-Policing, Disclosure, and Penalty Mitigation and OAR 340-012-0160(2), the gravity-based portion of the penalty is reduced by 50% (from \$12,800 to \$6,400). Therefore, the civil penalty for this violation is \$6,400.

Attachment A – SEP

Salt Creek Stream Restoration with Rogue River Watershed Council



Supplemental Environmental Project Application

Oregon Department of Environmental Quality
Office of Compliance and Enforcement
700 NE Multnomah St., Suite 600
Portland OR 97232

Case Name and No. AQ/AB-WR-2021-049

Project Contact:

Brian Barr, Executive Director
Phone: (541) 423-6187 | Cell: (541) 621-7226
Email: bbarr@rogueriverwc.org

**Supplemental Environmental
Project Applicant Contact:**

Jared George
Senior Manager – Government Services
3800 Esplanade Way, Suite 180
Tallahassee, FL 32311
O: 786-235-8534 | C: 850-980-9700
cdrmaguire.com
jared.george@cdrmaguire.com

Type of Project:

Environmental Restoration and Protection – Improving the condition of the land, air or water in the area damaged by the violation. For example, restoring a wetland or planting trees along a riparian zone to reduce erosion and provide shade for improved water quality.

Who is conducting the project? The Rogue River Watershed Council

Location where project will take place: River mile 3.0 of Salt Creek, 10 miles east of Eagle Point, Oregon.

Project description:

In 2022, the Rogue River Watershed Council (the “Council”) will conduct stream restoration activities on Salt Creek to improve native plant and fish habitats. The project will include the construction of 30 large wood structures (with 3 to 7 logs per structure) to provide habitat; the enhancement of the connection of Salt Creek’s main channel to 0.2-miles of side channel; the removal of non-native blackberries on 15 acres of streamside forest; and, the installation of 2.5 miles of fencing to protect the streamside area from grazing. From the fall of 2022 through the end of 2027, the Council will continue to monitor the site and remove blackberries as native plants are recruited to the site.

CDR Maguire will provide \$9,920.00 in funding to support this project (the “SEP Funds”), which is projected to total \$420,000. The Council plans to use the SEP Funds entirely for on-the-ground activities in 2022 (e.g., construction of large wood structures and fencing; staff oversight of that construction).

The Council has worked extensively in Salt Creek. To date, the Council has removed five fish passage barriers on this spring-fed stream. These fish passage actions are helping steelhead and threatened Coho Salmon reach 3.7 miles of good spawning and rearing habitat more easily. The Council has also placed 54 large logs in the Salt Creek channel upstream of the project site (making 13 large wood structures) to enhance that habitat. The trajectory of habitat quality, habitat accessibility, and water quality for salmonids in Salt Creek is improving. This project will continue those improvements.

What environmental benefits are expected?

The Council is taking a multi-faceted approach to restoration at this site. This project will provide many benefits to natural resources on and in Salt Creek. The construction of new fencing will prevent livestock from entering Salt Creek, reducing levels of *E. coli* in the stream. The improvement of floodplain connectivity and placement of large wood structures and side-channel connections will cool water releases from the water table longer into the summer, reducing water temperatures critical for salmonids. This, combined with shade provided by the trees that replace the non-native blackberries removed during the project will create cooler water during the hot summer months of July, August, and September, enhancing the survival of juvenile salmonids. Juvenile recruitment (survival) is a key limiting factor in the interior watersheds of the Rogue Basin and these improvements are crucial to addressing this limiting factor. While the large wood structures are pushing water onto the floodplain and into side-channels during the winter, they will also scour deep pools in the stream channel, provide overhead cover for adult salmon and steelhead, and accumulate spawning gravels. In the summer, the deep pools associated with log structures will harbor large numbers of juvenile salmon and trout (as well as other native fish and aquatic wildlife).

How will you measure/assess the benefits?

The Council will use a number of accepted methods to document the benefits of the project, including the following: (1) The Council will use photo points (periodic photographs taken from the same location) to document riparian and instream project benefits; (2) The Council will conduct spawning surveys for Coho Salmon and steelhead (during the winter) and juvenile salmonid counts (in summer); (3) The Council will collect physical habitat information at the site (pre-project and post-project), including the number of pools in the treatment reach of Salt Creek, the depth of those pools, and the

number of large wood pieces; and (4) The Council will review and analyze the information collected following completion of the project to compare pre- and post-project data to demonstrate success and restoration trends.

What is the total projected cost of the project?

The Council estimates that the total cost of the project will be \$420,000. The Council previously raised \$400,000, and the SEP Funds provided by CDR Maguire will add to that total. The portion of the project funded by the SEP Funds is not already funded by government contracts, loans or grants. The Council plans to use the SEP Funds entirely for on-the-ground activities, such as the construction of large wood structures and fencing and the oversight of those construction activities.

What is the timeframe for the project (most projects are completed within one year)?

The SEP Funds will be paid and expended in 2022. In 2022, the Council will conduct the bulk of the on-the-ground activities that are part of the project: It will remove blackberries (by April 30); install large wood structures (by September 15); enhance the side-channel connection (by September 15); and build the fencing (by December 31). The SEP Funds will be used in 2022 on these activities.

CDR Maguire will submit a final SEP report to DEQ documenting the payment and use of the SEP Funds as part of the project (including a short narrative, photos, invoices for SEP Funds spent) by March 31, 2023. The Council will assist, as necessary, in preparing that report.

The entire project (including riparian forest stewardship and monitoring) will persist through 2027. The activities that will occur after December 31, 2022, are related to monitoring, continued blackberry removal, and stewardship of recruiting native plants at the site.

Dated December 09, 2021

Signature 

Title President

CDR Maguire, Inc.