

CALIFORNIA COASTAL COMMISSION

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9.1, 9.2, & 9.3

July 11, 2022

TO: Coastal Commissioners and Interested Parties

FROM: Lisa Haage, Director of Enforcement
Rob Modellmog, Headquarters Enforcement
Alex Helperin, Assistant General Counsel
Justin Buhr, Headquarters Enforcement Supervisor

SUBJECT: ADDENDUM TO ITEM NO. 9.1, 9.2, & 9.3 CONSENT CEASE AND DESIST ORDER NO. CCC-22-CD-02, CONSENT RESTORATION ORDER NO. CCC-22-RO-01, AND CONSENT ADMINISTRATIVE PENALTY NO. CCC-22-AP3-01 (RESERVATION RANCH) FOR THE COMMISSION MEETING OF JULY 14, 2022.

The purposes of this addendum are to update the record by supplementing it with correspondence that Commission staff received after the staff report for this matter was issued on June 30, 2022, as well as to respond to a number of statements raised in the letters.

1. Documents Received after the Staff Report:
 - A. Letters of support for the enforcement action and the Tolowa Dee-Ni' Nation's requests, and specific request that four of the Tolowa Dee Ni' Nation's requests be incorporated into the Consent Agreement. Commission staff received 494 of these letters in form letter/petition format in two slightly different variations, both of which are provided at Exhibit 1. Commission staff also received letters from the Surfrider Foundation (Exhibit 2), the Northcoast Environmental Center (Exhibit 3), the Redwood Chapter of the Sierra Club (Exhibit 4), and Megan Delaney (Exhibit 5) that include the form letter in addition to other comments.
 - B. Letter from the Tolowa Dee Ni' Nation (Exhibit 6) providing comments and requesting the incorporation of various changes into the Consent Agreement.
 - C. Letters of support from the North Coast Regional Water Quality Control Board (Exhibit 7), the Del Norte County Farm Bureau (Exhibit 8), Western United

Dairies (Exhibit 9), Dahlstrom Watt & Bulb Farms (Exhibit 10), Rumiano Cheese (Exhibit 11), Kara Miller (Exhibit 12), Lynn Lorenz (Exhibit 13), Nancy Skinner (Exhibit 14), and Penny Elia (Exhibit 15).

2. Responses to Comments Received.

Commission staff recommends that the Commission incorporate these responses into its findings. Commission staff hereby revises its recommended findings to incorporate these responses, so that Commission adoption of the staff recommendation will include adoption of these findings and responses.

We are grateful for the input we have received from all parties regarding this complex situation. We are particularly grateful for all of the early input we received from the Tolowa Dee-Ni' Nation, via the formal consultation that took place on April 21, 2022, pursuant to the Commission's Tribal Consultation policy, via the many videoconferences that occurred over the two years before this hearing, and now through both the form letters and the Tolowa Dee-Ni' Nation's own more detailed comment letter. The Nation's thoughtful input allowed us to shape the settlement to attempt to accommodate concerns in an early context. We look forward to continuing to work with the Nation going forward as the agreement is implemented.

Responses to four requests in form letters sent in support of the enforcement action and the Tolowa Dee-Ni' Nation's requests (both examples of form letter at Exhibit 1).

1. The signatories to the form letter requested that the Commission maximize public access, and to dedicate all public access areas listed in the Consent Agreement to the Tolowa Dee-Ni' Nation.
 - a. The Commission received requests from the Tolowa Dee-Ni' Nation to maximize public access in the resolution prior to the comment letters submitted on this staff report, and worked to secure as much public access as possible in this resolution, including a 10+ acre public access easement at the mouth of Tillas Slough, a 2 acre oceanfront blufftop land dedication that could potentially become a publicly accessible campground, in addition to the 3 miles of public access opened by removing the pre-Coastal Initiative levee crossings. Commission staff respects the Tolowa Dee-Ni' Nation's request to have the public access easement dedicated to them, and wrote the Consent Agreement language broadly in order to ensure that the Tolowa Dee-Ni' Nation could be an eligible party for dedication of land and easements.
2. The signatories to the form letter also commented that they encourage the Commission to adhere to the Commission's Environmental Justice Policy and Governor Newsom's Truth and Healing Executive Order by ensuring protection of cultural resources, and, namely, by increasing the public access and

conservation acreage on Tillas Island and in other cultural areas.

- a. Commission staff fully agrees with these goals and the importance of the Policy and Executive Order, and recognizes the sacred nature of this area. Therefore, we have attempted to, as far as legally possible, to both protect resources and provide access to these areas. As stated above, Commission staff received the Tolowa Dee-Ni' Nation's requests to maximize protection of cultural resources and public access prior to the reaching of this proposed Consent Agreement. Therefore, Commission staff worked to require in the Consent Agreement a Cultural Resources Survey and Cultural Materials Plan and to maximize public access, as stated above. Commission staff understood the importance of this Tillas Island to the Tolowa Dee-Ni' Nation and worked to protect and provide access to as much as possible of it in this Consent Agreement. We also note that sometimes protecting areas especially of cultural significance, and also providing public access to them raises some complications, and we attempted to balance and address both goals in the Agreement.
3. The signatories of the form letter also requested that the Commission require removal of all unpermitted development that existed prior to the Coastal Act, and requested that the Commission require removal of the levee at the south end of Islas Slough.
 - a. Staff agrees that removal and restoration is critical and it is a major goal of this Agreement. We would also note that even if development occurred prior to the Coastal Act, it can be a violation if the development required another legal approval from another agency and lacked it or if the development was inconsistent with other legal requirements in place at the time. Much of the development here fell into that category, so we are requiring it to be removed. After the Amended Notice of Intent was sent in October of 2020, the Farm disputed that any of the pre-Coastal Initiative levees were on public trust lands, among other disputes, and so Commission staff worked closely with the California State Lands Commission (SLC) to determine where any potential public trust tidelands or submerged lands may be. This is because any development built before the Coastal Initiative would not be a violation of the Coastal Act (although it may be a violation of other laws) if it had acquired all necessary authorizations and leases prior to the effective date of the Coastal Initiative in February 1, 1973, or if none were required.
 - b. The determination of whether the areas had potential public trust tidelands or submerged lands is a highly complex process. It begins by looking at where the river was when California became a state in 1850, and then attempting to chart the consequences to public trust boundaries from both historic information regarding location of water, and the law regarding how public trust boundaries move depending on different types of movement of the river, that, put simply, includes slow accretion (public trust boundaries move with the

river) and very rapid avulsion events (public trust boundaries do not move). Our understanding of the general legal status of the various areas was based on our discussions with SLC who have expertise in this area and who represent the State as a landowner, and this is reflected in the proposed Agreement.

4. The signatories of the form letter also state their belief that the Commission has the right to collect administrative penalties and civil penalties which are not included in the Consent Agreement, and encourage the Commission to include administrative and civil penalties in the Consent Agreement.
 - a. Commission staff is recommending assessment of an administrative penalty for violations of the Coastal Act including fill of wetlands and impacts to environmentally sensitive habitat area, which is discussed in the penalty section of the staff report. Commission staff believes that there is great value in the agreement to remove the pre-Coastal Initiative levees without litigation and believes that the dramatic ecological and public access value of this removal alone is hugely valuable to the public and to the Nation. The value is even greater in light of the fact we have been able to avoid litigation, which would be expensive, would have greatly delayed the restoration of both resources and access here, and would have introduced uncertainty with regards to the outcome.
 - b. There may be some confusion about the issue of penalties here. Although the settling parties are not writing a check for resolution of penalties, they are donating land and easements that are worth at least as much in monetary value as the applicable penalties. Moreover, this proposed resolution will allow the Commission to obtain on behalf of the public both ecological projects and land and access on site here, which we otherwise could not obtain but for this resolution. We cannot legally force a sale of any property, but by virtue of this agreement, instead here obtained some land to be held in the public's interest in perpetuity, which is priceless.
 - c. The actual amount which can be assessed is governed by the terms of Section 30821.3 and the factors in Section 30820(c) of the Coastal Act. As further explained in the Staff Report and in the staff presentation, the amount recommended to be assessed is, based on an analysis of the facts and those factors, near the midpoint of the statutory amounts. In addition, as noted elsewhere in this addendum, the provisions for 30821.3 became effective on January 1, 2022 and we assessed penalties for that entire time, despite the fact that we were in active negotiations with the parties and often the accrual of penalties are stayed during such negotiations. We also note that settling these penalties here both avoided costly and lengthy litigation, which would have delayed both restoration and access to the site and introduced uncertainty as to the outcome. Moreover, it allowed us to obtain land and a public access easement from the settlors, which was a goal of the Tolowa

Dee-Ni' Nation that would not have been possible in a unilateral order or in litigation.

Responses to July 8, 2022 letter from the Tolowa Dee-Ni' Nation (the "Letter"). This letter is included as Exhibit 6 of this Addendum.

We appreciate the Tolowa Dee-Ni' Nation's detailed comment letter, and as stated above, we received many comments from the Tolowa Dee-Ni' Nation during our outreach over the past two years, and attempted to include as much of the Nation's comments in the Consent Agreement as possible and to orient the entire Consent Agreement towards the Nation's goals as much as possible. We look forward to continuing to work with the Nation to achieve its goals and to discussing its comments in further detail. Prior to addressing the many individual comments in the Letter, one overarching factor is worth highlighting. Many of the comments request specific changes to the language of the Consent Agreement that, while not objectionable, are effectively already addressed by language within the document for the reasons explained below, and therefore Commission staff look forward to working with the Tolowa Dee-Ni' Nation to implement the Consent Agreement according to the below findings. Obviously, for any changes deemed to be material and necessary, a different analysis would apply. More detailed responses to the individual comments follow.

1. On page 1 of the Letter, the Tolowa Dee-Ni' Nation states that the Nation was only given four business days to review the proposed Consent Agreement and materials.
 - a. Staff reports are regularly issued on the Friday of the week either two or three weeks prior to the Commission meetings, and Commission regulations (section 13060(b)) require written comments by the last working day of the week prior to the hearing. That normally leaves either 5 or 10 business days for interested parties to submit comments. In this case, the Farm did not sign the Consent Agreement until the last week in June, making it impossible to provide 10 working days. Commission staff did not intend to pick a month with a holiday after late mailing, but instead worked hard to bring this to the July hearing because it is the only Commission hearing on the North Coast for the next year. Commission staff's goal was to ensure that representatives of the Nation would be able to travel to a North Coast hearing in order to speak in person in public comment as easily as possible.
 - b. We also note that, in addition to the administrative/regulatory opportunity to comment referred to by the Tolowa Dee-Ni' Nation and provided for by our regulations, given the Nation's special relationship to this land, we also invited input from the Nation long before the formal comment period provided for under our regulations, and kept them abreast as much as possible of the ongoing efforts to resolve the

violations. For example, in order to provide as much notice as possible as to the specific details of the Consent Agreement prior to the online posting of the staff report and signed Consent Agreement, Commission staff videoconferenced with the Tolowa Dee-Ni' Nation the day that the Consent Agreement was signed but before the staff report was complete to show them draft exhibits and provide an outline of the key details of the signed Consent Agreement. In addition, during the past two years of negotiations leading towards this proposed agreement, Commission staff also provided as much information relating to the violations and potential options for their resolution to the Tolowa Dee-Ni' Nation as possible in many videoconferences, phone calls, a formal consultation, and an in person visit to Tolowa Dee-Ni' Nation offices. This was done in an effort to include the Tolowa Dee-Ni' Nation's comments and goals for the proposed Consent Agreement in a far deeper way than is usual for any other entity outside of the parties in confidential negotiations in furtherance of a Consent Agreement. Further, once negotiations were reasonably close to resolution, the Farm gave their permission to Commission enforcement staff to provide confidential negotiations information to the Tolowa Dee-Ni' Nation in order to better receive comments from the Tolowa Dee-Ni' Nation at a requested interagency tribal consultation held on April 21, 2022.

2. At the bottom of page 1, the Nation also refers to "the 2-3 page limit for public comment applied to the general public."
 - a. We apologize for any confusion on this point, but to be clear, there is no such page limit on written comment, and in any event, we are happy to accept the Nation's full letter.
3. On page 2 of the Nation's Letter, the Tolowa Dee-Ni' Nation states that the proposed Consent Agreement should not be exempt from the California Environmental Quality Act ("CEQA"). The Nation acknowledges that "the Commission's process does seek to *'ensure that the environment is protected'*" (emphasis in original).
 - a. Because the Commission's process is designed to ensure the protection of the environment, and because the primary purpose of the Consent Agreement is to protect and restore natural resources and the environment, the categorical exemptions in CEQA Guidelines sections 15307 and 15308 apply, as is explained in the staff report at page 34. The Nation states otherwise on the basis that "the need for each of the three Orders . . . serves as evidence that the Commission is not infallible." Letter at 2. However, the infallibility of the Commission is not a criterion for the application of the cited categorical exemptions. As noted on page 35 of the staff report, there is an exception for

situations where there is a reasonable possibility that the proposed project will effect a potentially substantial adverse change in the environment due to unusual circumstances. However, this project neither poses such a potential nor is unusual in any material fashion. It is entirely standard for the Commission to require the general type of restoration at issue here, such as the removal of unpermitted fill of wetlands and open coastal waters, and there is nothing suggesting a reasonable possibility of a potentially substantial adverse change in the environment as a result of this project.

4. The Tolowa Dee-Ni' Nation also comments on section 1 of the Consent Agreement and states that Reservation Ranch should not be referred to as 'the Farm.'
 - a. While we recognize that the use of the phrase "the Farm" may not reflect how the parties are commonly known, the term is clearly defined in Section 1.0 of the Consent Agreement, and that definition explains that the phrase is used to refer not only to the partnership known as Reservation Ranch, but also to other parties, including individuals. In past Consent Agreement agreements and hearings, alleged violators have been variously referred to as 'the Ranch,' 'Respondent,' 'Settlers', or other shortened titles for subsequent references, particularly when the term is used repeatedly and to refer collectively to several entities, such as an organization and an individual. Use of defined terms in this manner is standard practice and makes it much easier for the reader, as it avoids the need to continuously repeat long lists of parties throughout the document. Here, we used the term "Farm" merely because a ranch is defined as land used for grazing livestock, while a farm can include a ranch, as well as other agricultural uses. As large parts of the Property are currently used for growing easter lily bulbs, which is not ranching, Commission staff believed that the shortened term 'the Farm' more accurately described the entity at issue than 'the Ranch.'
5. The Tolowa Dee-Ni' Nation also comments on section 1 of the Consent Agreement that the current operator and future owner have been party to these negotiations and should be identified in the document.
 - a. The Nation's concern regarding identification of the current operator and its role in the negotiations is addressed in the official Commission findings in the staff report associated with the Consent Agreement. As noted in that staff report, Alexandre Dairy is the current lessee, operator, and manager of the Property and has participated in the negotiations. As the current lessee, operator, and manager of the Property, Alexandre Dairy is bound by Section 4 of the Consent Agreement, which states that any of the Farm's managers are bound,

as well as Section 26, which states that any lessees are bound. Alexandre Dairy has informed Commission staff that they understand the obligations, and realize they must comply with and carry out the requirements in the Consent Agreement pursuant to the sections noted above.

- b. Commission documents generally do not rely on lessees as the settling party in Consent Agreements, or to sign Consent Agreements, due to uncertainty over the duration of any leases, uncertainty over lease terms, and uncertainty over many other potential details related to leasing, all of which are outside of the Consent Agreement itself and difficult or impossible for Commission staff to ascertain, control, or predict. For example, Commission staff understands that Alexandre Dairy's current lease apparently only lasts one more year with the Farm, but Commission staff have not seen the lease and has no idea of what terms, responsibilities, or obligations it may or may not obtain. Commission staff wanted to ensure that the Agreement was enforceable, and it is drafted to be enforceable against the current owner and any related, employed or subsequent parties as set forth in the Agreement, whomever they may be.
 - c. With regards to the future owner, the Farm attested in section 29 of the Consent Agreement that the Property is currently owned by the Farm, and while the Property is for sale, Commission staff is unable to predict who the future owner will be, including whether that future owner will be Alexandre Dairy or some other party, or a combination of both. However, Section 26 of the Consent Agreement states that it runs with the land, binding any future owners, and Section 4 states that the Farm is required to notify any future owner of the Consent Agreement provisions and their requirements to comply with them. Thus, any lessee or future owner, whether they be Alexandre Dairy or some other party or a combination of both, will be subject to the broad requirements of the Consent Agreement that extend beyond the current lessee, Alexandre Dairy.
6. The Tolowa Dee-Ni' Nation also comments that they are concerned that the proposed Consent Agreement was "expedited" by Alexandre Dairy, including Chris Howard, one of the managers of Alexandre Dairy who is also District Supervisor for the Del Norte County District that the Property lies in, and that involvement of Alexandre Dairy, along with the Farm's refusal to acknowledge wrongdoing, was facilitated by a loophole in the North Coast Regional Water Quality Control Board's ("the Water Board's") regulations and presents a conflict of interest that is in service of their operations.
- a. As stated above, Alexandre Dairy is the current operator, manager, and lessee of the Property, and requested to be part of the

negotiations in that capacity. In order to ensure that the agreement would be carried out by whatever party owned and managed the operations, and in light of the fact that they are currently operating the facility, Commission staff thought that it was appropriate to have Alexandre Dairy's involvement in their capacity as lessee. As also stated above, any lessee would be bound by the Consent Agreement, and because Alexandre Dairy expressed great interest in the potential Consent Agreement, Commission staff believed that it would be better to include Alexandre Dairy in negotiations as a lessee, rather than potentially engage in the same discussions after negotiations had concluded, which could delay all restoration efforts and potentially cause major compliance problems. Further, representatives of Reservation Ranch indicated that regardless of whether Alexandre Dairy would be formally included in the negotiations, their input would be very important, and their participation did prove to be very useful in reaching a resolution. It is also worth noting that Commission staff were not informed of Alexandre Dairy's status as a lessee until after that lease had already begun, and Commission staff does not have any legal authority to influence private sale and lease agreements, and therefore focused on means to ensure that the proposed Consent Agreement be complied with, whomever was the owner and/or operator or lessee.

- b. With regards to the role of Chris Howard, Mr. Howard is the Environmental Compliance Officer for Alexandre Dairy and one of its many managers, and he participated in negotiations along with Blake Alexandre and Alexandre Dairy's other managers in that capacity. With regards to the role of the County, we note that, as stated in the staff report, all of the violations are within the Commission's retained permit jurisdiction. This means that in order for the Farm to obtain Coastal Act authorization for any new development pursuant to any requirements of this Consent Agreement with regards to the violations or the area around them, the Farm must apply straight to the Coastal Commission for that permit, and the County plays no role. This also means that the Commission is wholly within its power to address these violations without any required request to enforce the Del Norte County LCP, as explained at page 21 of the staff report, and has done so. Further, the Consent Agreement will be enforced by Commission staff, not Del Norte County.
- c. With regards to the comment that Alexandre Dairy "expedited" this Consent Agreement, in fact, both Alexandre Dairy and the Farm initially requested more time to negotiate which would have pushed this hearing to a later month this year, but Commission staff worked hard to ensure that this hearing was held this month, at the only North Coast hearing for the next year, so that the Tolowa Dee-Ni' Nation

could more easily travel to comment in person. In addition, in general, enforcement staff attempts to expedite resolutions of violations as much as possible, since the longer violations remain, the greater the harm to coastal resources. The only difference that a later hearing would have made would be that much more Commission staff time and resources would have been spent on negotiations and we would have been unable to focus on other pending enforcement cases for that much longer, and it would not have been a North Coast hearing, making it more difficult for the Tolowa Dee-Ni' Nation and any other interested parties in Del Norte County to travel to speak in person at the hearing. For background, the August hearing is scheduled for Calabasas in Los Angeles County, the September hearing is scheduled for the Central Coast, the northern boundary of which is Santa Cruz County, and the October hearing is scheduled for San Diego, all of which would be much further from Del Norte County and many interested parties.

7. The Tolowa Dee-Ni' Nation also made comments describing what they characterized as loopholes in Water Board regulations.
 - a. These are beyond the purview of the Commission and this hearing, but we would note that, as provided for in the orders, this Agreement in no way exempts the Farm or other related parties from any obligation to comply with other laws, nor does it preempt any other Agency from enforcing its own legal provisions. It is common that different Agencies have slightly different jurisdiction and available remedies, and this area is no exception. We strongly support entities complying with all applicable laws.
8. The Tolowa Dee-Ni' Nation also commented on section 1.2 of the Consent Agreement and stated that the cease and desist order should apply to the entire operation, that Alexandre Dairy relies on several areas of unpermitted development in their current operations, and that no use of the unpermitted road should be allowed until a CDP is obtained.
 - a. As the Tolowa Dee-Ni' Nation also notes, the Consent Agreement specifically requires that the Farm, including, as lessee and manager, Alexandre Dairy, cease using unpermitted development. For example, in 2021, Commission staff specifically instructed both the Farm and Alexandre Dairy to not use the unpermitted seasonal pumping system detailed in the staff report, and they complied and did not use it in the summer of 2021, and have not used it this summer (2022) either. However, no Coastal Act basis for requiring the cessation of the entire operation was identified, as the operation of the land as a ranch predates the Coastal Act.

- b. With regards to the unpermitted road and road crossing, Tillas Slough is not currently fenced from cows. This means that cows have been and currently are free to cross the sloughs at low tides or in shallow areas. The Consent Agreement requires fencing of the sloughs, but the Agreement has not yet been approved and therefore the system of fencing has not been installed. In the meantime, any cow crossing the slough would cause erosion to the banks of the sloughs, negatively impacting water quality and potential riparian habitat on the banks. Therefore, Commission staff wanted to ensure that erosion was limited while they apply for an after-the-fact CDP for a new bridge and road alignment, and that cows would be able to cross the slough using the current road crossing, and thereby minimize impacts to the tidal sloughs from cows walking directly down the banks and through the slough. If for any reason the Farm does not obtain a CDP for a new bridge, the Consent Agreement still requires them to remove the current road crossing.
- 9. The Tolowa Dee-Ni' Nation also asked how Section 1.3 of the Consent Agreement will be enforced (the section that requires the Farm and any lessees, etc, to refrain from undertaking additional Coastal Act violations), and stated that they documented examples of Coastal Act violations that they shared with the Commission. They also asked whether Commission enforcement staff will have a consistent physical presence in Smith River for the duration of the implementation of the Consent Agreement.
 - a. Again, the Agreement addresses the prior violations and does not provide any exemptions for future violations. In fact, the Agreement (Sections 1.2 and 1.3) specifically orders the Farm to cease using or maintaining any unpermitted development and not to undertake future violations.
 - b. In addition, Sections 1.2 and 1.3 of the Consent Agreement may be enforced by, among other means, the assessment and collection of stipulated penalties pursuant to section 19.4 of the Consent Agreement, which allows the Commission to require the Farm to pay \$750 per day, per violation for any violation of the terms of the Consent Agreement. Any new Coastal Act violation would be a violation of Section 1.3, which is a term of the Consent Agreement.
 - c. With regards to a physical presence in Smith River, section 10.1 of the Consent Agreement requires the Farm and any lessees to allow Commission staff access to the relevant areas of the Property at any time. In addition, while it is true that the Commission doesn't have a staff of inspectors, the Commission does have a North Coast district enforcement officer stationed in our Arcata office, less than two hours away from Smith River. Our North Coast district enforcement officer

has visited the Property more than any other Commission enforcement staff person and looks forward to visiting the Property and Smith River even more often to ensure compliance with the Consent Agreement. In addition, it is typical for the Commission's headquarters enforcement staff, ecologists, engineers, and others to periodically visit restorations at key points in the process to discuss proposed plans, monitor compliance, and explore any other issues that may arise.

10. The Tolowa Dee-Ni' Nation also comments that section 5.1 of the Consent Agreement, in which the Farm states that they do not acknowledge wrongdoing with respect to the Unpermitted Development, should read that "Reservation Ranch and their successors in interest" do not acknowledge wrongdoing, so that the record better reflects the entities involved and their position.

- a. As noted above, the provisions of the Consent Agreement apply to "the Farm." "The Farm" is a defined term in the Consent Agreement (Section 1.0) and specifically includes the Reservation Ranch general partnership, their successors in interest; assigns; managers; employees; agents; contractors; and any person or entities acting in concert with or on behalf of any of the foregoing.
- b. It is not uncommon for alleged violators to not affirmatively acknowledge wrongdoing in Consent Agreements, and the agreement specifically includes an agreement that all jurisdictional requirements for issuance and enforcement of the order have been met. This specifically includes all of the required elements set forth in Section 30810, 30811 and 30821.3, and they agree not to contest the issuance or enforcement of the Agreement. (Section 5.1).

11. The Tolowa Dee-Ni' Nation also commented on section 6.2 of the Consent Agreement, noting that it "does not capture all existing Coastal Act violations." More specifically, the Letter states that a levee at the south end of Islas Slough, as well as a levee between Tillas Slough and Islas Slough, is unpermitted development listed in the Commission's 2020 Amended Notice of Intent, and is causing damage to natural resources, as well as cultural resources across the river not on the Property, and that they are also blocking navigable waterways. In addition, the Nation states that the levee at Islas Slough is currently eroding tires from it, which are causing ecological damage.

- a. As a preliminary matter, Section 6.2 of the Consent Agreement is not intended to list every violation having occurred across the hundreds of acres over the decades. This is why it uses the "including, but not limited to" language.

- b. The first violations on which Commission staff focused were much narrower and involved the dumping of cows and refuse in a relatively confined portion of the site. When Commission staff continued investigating the site further and looking into all other potential violations, they looked at the pre-Coastal Initiative levees, along with other unpermitted development such as the seasonal damming of the tidal sloughs for use as an irrigation pond, and Commission staff determined that in order to require the parties to resolve the broader pool of potential violations, staff would send an Amended Notice of Intent that broadly covered anything that could potentially be a violation.
- c. Once staff identified the pre-Coastal Initiative levee crossing issue, Commission staff explained to the Farm its position that it can be a violation if the development required another approval and lacked it or was inconsistent with other legal requirements in place at the time, and much of the development here fell into that category, so we are requiring it to be removed. After the Amended Notice of Intent was sent in October of 2020, the Farm disputed that any of the pre-Coastal Initiative levees were on public trust lands, among other disputes, and so Commission staff worked closely with the California State Lands Commission ("SLC") to determine where any potential public trust tidelands or submerged lands may be. This is because for any development built before the Coastal Initiative, if all necessary authorizations had been acquired prior to construction and left in its pre-Coastal Initiative state thereafter, it would not be a Coastal Act violation.
- d. The determination of whether the affected areas included potential public trust tidelands or submerged lands is a highly complex process that begins by looking at where the water bodies were located when California became a state in 1850, and then attempting to chart the consequences to public trust boundaries over time thereafter, based on both historic information regarding location of water, which, put simply, includes law regarding how public trust boundaries move depending on different types of movement of the river, including slow, natural accretion or erosion (public trust boundaries move with the river) and very rapid avulsion events (public trust boundaries do not move). Our understanding of the general legal status of the various areas was based on our discussions with SLC and is reflected in the proposed Agreement.
- e. With regards to the tires in particular, Commission staff first learned of this issue on the day that the Consent Agreement was signed, and looks forward to continuing to investigate the Coastal Act status of the tires.

12. The Tolowa Dee-Ni' Nation also commented that section 6.6 of the Consent Agreement should not refer to 'interested tribes,' but instead, to tribes by their federally recognized names, including the Tolowa Dee-Ni' Nation and Elk Valley Rancheria, and to refer to the 'Native American Monitors' listed in the Consent Agreement as Tribal Cultural Monitors.
 - a. The term 'interested tribes' was not placed in the Consent Agreement to be disrespectful or to provide a different name for the federally recognized Tolowa Dee-Ni' Nation and Elk Valley Rancheria, but instead, to allow any and all tribes with any interest in the Property to partake in Tribal Cultural Monitoring and review of the restoration plan if they so choose. When Commission staff queried the Native American Heritage Commission for a list of tribes to offer tribal consultations with, the list included many tribes that declined Commission staff's offers for consultation but stated that they remained interested in the Property. In addition, others have communicated to Commission staff that yet more tribes may be interested in the future. Thus, the Consent Agreement was designed not to avoid naming the federally recognized Tolowa Dee-Ni' Nation or Elk Valley Rancheria, who are clearly critical to this site and are intended to be included in the process, but to be maximally inclusive of any additional tribes that have any interest in the Property, so that no tribes are left out of the restoration process. This is why the staff report findings focused specifically on the Tolowa Dee-Ni' Nation, Tolowa people, and Elk Valley Rancheria, but the Consent Agreement terms remain as broad as possible.
 - b. In addition, Commission staff are happy to refer to the 'Native American Monitors' listed in the Consent Agreement as Tribal Cultural Monitors and use 'Tolowa people' for historic references.
13. The Tolowa Dee-Ni' Nation also commented on section 7.1.C and requested copies of proposed specialists' qualifications when submitted to the Executive Director for review and approval.
 - a. Commission staff are happy to share this information and as much other information as possible with the Tolowa Dee-Ni' Nation throughout the restoration process and will consider this a request for those future documents.
14. The Tolowa Dee-Ni' Nation also commented on section 7.1.D and stated that Area of Potential Effect boundaries should be submitted in order to consider full impacts of implementation beyond where intended, in a holistic way.
 - a. The Restoration Plan requires all areas of potential effect to be

specifically designated and planned for. One of the reasons for this is to ensure that any potential effects of restoration implementation occur in less sensitive areas, and to ensure that work is stopped if necessary. For example, section 7.1.G.1 requires that the Restoration Plan describe potential impacts from equipment use, including disturbance areas and the responses thereto, from potential spills of fuel, and any potential water quality impacts. This was done because many potential impacts, such as water quality impacts, are difficult to ascribe a particular boundary to, especially before they happen. Another example is any impacts to nesting birds, as that is not something that is easy to delineate effect boundaries to either, because the area of potential effect is dependent on where birds' nests happen to be, or if they happen to be there at all. Because many types of impacts are not easily displayed in a visual medium, Commission staff had to include many different provisions to account for the various kinds of effects implementation of the restoration could cause. Since the Nation will be commenting on the draft plans, the Nation will have opportunities to evaluate the accuracy of the proposed boundaries and we look forward to receiving those comments.

15. The Tolowa Dee-Ni' Nation also commented on Section 7.1.F.2 and stated that an April 1 to October 30 in-stream work period is inconsistent with the standard July 15 to October 15 in this area, and states that the California Fish and Wildlife Service or National Marine Fisheries Service should prescribe this, not the Executive Director, and requests that those agencies be referenced and approve all protective measures for fish for coho salmon, tidewater goby, and non-listed Tribal trust species.

- a. The Consent Agreement was written with an expanded in-stream work period to reflect California's ongoing drought and warming climate, but this in no way supercedes any measures required by the California Department of Fish and Wildlife (CDFW) or the National Marine Fisheries Service (NMFS). Section 1.5 requires the Farm to "take all steps necessary to obtain all other obligatory approvals, including other necessary permits or leases for the work required herein that are issued by federal, state, and/or local agencies having jurisdiction over this matter and comply with all the terms and conditions required therein." Commission staff has been in communication with both CDFW and NMFS and both agencies are aware that the Farm will be coming to them for required authorizations. Commission staff wrote the Consent Agreement to be as broad as possible considering that many other agencies besides CDFW will likely need to provide authorization for the work here, including the U.S. Army Corps of Engineers and the U.S. Fish and Wildlife Service.

16. The Tolowa Dee-Ni' Nation also commented that Alexandre Dairy owns the

property that hosts the majority of Treponeme-Associated Hoof Disorder (TAHD) cases observed in California's Roosevelt elk herds, and requests that decontamination protocols be developed and submitted for any equipment not originating onsite in order to avoid spread of the disorder.

- a. Consent Agreement Section 7.1.G requires the Farm to "describe, in detail, all equipment to be used" and that "mechanized equipment shall not impact resources protected under the Coastal Act." These provisions were written broadly precisely to protect against issues such as this one, and Commission staff looks forward to learning the Farm's plans to address this issue if contaminated equipment are proposed to be used in the restoration.

17. The Tolowa Dee-Ni' Nation also comments that the proposed Restoration Plan should be submitted to the Nation, not Tribal Cultural Monitors, requests sixty days to provide comments, and requests that the plans be developed in 30%, 60%, and 90% design phase format with ten business days for review following each submission.

- a. The proposed Consent Agreement does not include any deadline for the Tolowa Dee-Ni' Nation to submit comments. Therefore, the Tolowa Dee-Ni' Nation are free to submit comments within sixty days under the Consent Agreement. In addition, Commission staff is happy to require that the proposed Restoration Plan be submitted directly to the Tolowa Dee-Ni' Nation, and will consider this a request for that future public document. In addition, Commission staff can require that the Farm provide demarcations in their Restoration Plan for the three phases of 30% 60%, and 90%, and is happy to receive comments within ten business days for review of each.

18. The Tolowa Dee-Ni' Nation made a number of comments on Section 7.2. They stated that it does not provide cultural resource surveys aside from individual footprints of restoration features, and stated that relying on archaeological and Tribal Cultural Monitoring during ground disturbance is not adequate and is only the minimum legal standard. The Tolowa Dee-Ni' Nation also requested that cultural resource surveys be conducted across all parcels containing violations, and that they be done under a Memorandum of Understanding between the Tolowa Dee-Ni' Nation and the Commission and/or landowners, and that the cultural resource surveys be conducted by a professional archaeologist who meets Department of Interior standards and is approved by the Tolowa Dee-Ni' Nation.

- a. Commission staff are dedicated to ensuring that all cultural resources are protected to the utmost standards during the removal, restoration, and mitigation process. Commission staff are happy to enter into a Memorandum of Understanding with the Tolowa Dee-Ni' Nation and

look forward to discussing this further with the Tolowa Dee-Ni' Nation.

- b. With regards to the cultural resource surveys requested for the entire parcels at issue, Commission staff was aware of the Tolowa Dee-Ni's early request that all of the over 1,600 acres of the Property be surveyed for cultural resources. However, while the Coastal Act does not require cultural resource surveys, Commission staff ensured that as part of this enforceable agreement, the Farm is required to provide cultural resource surveys for the areas where removal, restoration, and mitigation will be done.
 - c. In addition, the Consent Agreement does not allow the Farm to rely on archaeological and Tribal Cultural Monitoring of ground disturbance. Section 7.2 states that the required Cultural Resources Survey "shall assess the extent to which the removal, restoration, and Environmental Enhancement activities required by this Consent Agreement have any potential to uncover or otherwise disturb cultural resources." This survey was required, as requested by the Tolowa Dee-Ni' Nation, in order to better protect any and all cultural resources on the Property. Commission staff wrote section 7.2 broadly in order to ensure that all cultural resources are maximally protected.
 - d. With regards to selection of the Archaeological Specialist, Commission staff will consider this a request for the future public document submitted to provide the qualifications of the proposed Archaeological Specialist, and are happy to include that they meet Department of Interior standards and are acceptable to the Tolowa Dee-Ni' Nation in the Memorandum of Understanding.
19. The Tolowa Dee-Ni' Nation also request that the presence of Tribal Cultural Monitors should be required for all work involving ground disturbance, not just allowed, and that all Tribal Cultural Monitors should be paid.
- a. As stated above, the agreement requires Tribal Cultural Monitors be allowed in any areas of ground disturbance addressed by the Agreement, and further requires that an Archaeological Specialist be hired. It is the goal of the provisions of the Consent Agreement to ensure that the Archaeological Specialist and the required Cultural Resource Survey provide the maximum amount of protection for all cultural resources on the Property, including by requiring Tribal Cultural Monitoring, and Commission staff look forward to working with the Tolowa Dee-Ni' Nation in any way Commission staff can in order to provide this protection.
20. The Tolowa Dee-Ni' Nation also requested that the Native American

Graves Protection and Repatriation Act be complied with and an Inadvertent Discovery Plan be implemented.

- a. The Consent Agreement broadly requires at Section 7.2.G that the Farm shall comply with all applicable state and federal laws with regards to human remains, and this includes the federal Native American Graves Protection and Repatriation Act. Commission staff agrees with the Tolowa Dee-Ni' Nation that there is potential to uncover human remains and therefore reads the broad requirements of section 7.2.G to require that the Farm create an Inadvertent Discovery Plan in order to comply with federal law.
21. The Tolowa Dee-Ni' Nation also requested more detail on the contents/format of a Cultural Materials Plan in order for the Tolowa Dee-Ni' Nation to adequately comment, and requests that the Cultural Resource Survey be conducted under a Memorandum of Understanding between the Tolowa Dee-Ni' Nation and the Commission and/or landowners that includes a landscape-level approach.
- a. As stated above, Commission staff would be happy to enter into a Memorandum of Understanding with the Tolowa Dee-Ni' Nation. With regards to more detail on the Cultural Materials Plan, Commission staff intentionally wrote the requirements of the plan broadly so as to be maximally protective and best incorporate comments from the Tolowa Dee-Ni' Nation now and in the future. Commission staff look forward to discussing this issue further with the Tolowa Dee-Ni' Nation to provide as much more information as possible.
22. The Tolowa Dee-Ni' Nation also commented that they oppose referring to the mitigation planting and fencing of Tillas Slough as "enhancement," and states that these things should instead be bare minimum requirements for livestock managers.
- a. Commission staff does not disagree that the conditions of the banks of Tillas Slough are degraded and will be greatly improved by restoration and plantings. However, because the conditions along the banks of Tillas Slough appear to have been equally degraded before the Coastal Initiative took effect in 1973, the current degradation of the banks of the sloughs and lack of fencing does not appear to be a violation of the Coastal Act. But like the Tolowa Dee-Ni' Nation, Commission staff wanted to ensure that the banks of the sloughs would be restored and protected in the future, and so worked to include this enhancement as required mitigation. Other mitigation areas were also considered but Commission staff believed that this was an ideal area for mitigation reforestation. These required activities and restoration are fully enforceable under the Consent Agreement.

23. The Tolowa Dee-Ni' Nation also states that the pre-Coastal Initiative levees where fish passages are proposed are unpermitted development.
- a. As stated above, pre-Coastal Initiative structures can constitute development if they did not receive all required authorizations prior to the Coastal Initiative, but after consultation with SLC, Commission staff did not include this in the list of Unpermitted Development. Commission's staff's goal was to obtain maximum fish passage on the Property in this Consent Agreement.
24. The Tolowa Dee-Ni' Nation also states that public access penalties should be assessed here for the pre-Coastal Initiative levee crossings, and states that one violation could equal over \$20 million in fines over five years.
- a. As the Tolowa Dee-Ni' Nation points out, Coastal Act administrative penalty liability quickly adds up. The amount which can be assessed is governed by the terms of Section 30821.3 and the factors in Section 30820(c) of the Coastal Act. As further explained in the Staff Report and will be explained in the staff presentation, the amount recommended to be assessed is, based on an analysis of the facts and those factors, at the midpoint of the statutory amounts. In addition, as noted elsewhere in this addendum, the provisions for 30821.3 became effective on January 1, 2022 and we assessed penalties during that entire time, despite the fact that we were in active negotiations with the parties and often the accrual of penalties is stayed during such negotiations. We also note that settling these penalties here both avoided costly and lengthy litigation, which would have delayed both restoration and access to the site and introduced uncertainty as to the outcome. Moreover, it allowed us to obtain land from the settlors, which would not have been possible in a unilateral order or in litigation.
25. The Tolowa Dee-Ni' Nation also states that the proposed public access areas and lack of specific cultural access areas are insufficient, and that it falls well short of providing environmental justice to the Tolowa Dee-Ni' Nation and the local disadvantaged community.
- a. Commission staff takes very seriously the Tolowa Dee-Ni's requests to provide maximum public access and land dedications in lieu of a monetary penalty in this matter, and in fact, the Agreement was shaped to specifically address these concerns. Commission staff listened to the Tolowa Dee-Ni' Nation's earlier comments regarding this, and this is the very reason that penalties here are proposed to be paid via provision of land and public access. As noted elsewhere, the Commission is unable to unilaterally require that public access easements, cultural access easements, or land be dedicated, and

therefore, Commission staff worked to obtain a package that Commission staff believes provides a tremendous benefit to the public interest, including a 14 acre riverfront forest land dedication, a 10+ acre public access easement at the mouth of Tillas Slough, and a 2 acre oceanfront blufftop land dedication.

26. The Tolowa Dee-Ni' Nation also states that only those who can afford a boat and a vehicle to tow the boat will be able to access the public access areas, and that this does not comply with the Commission's Environmental Justice Policy.
- a. The Consent Agreement does allow for a public campground to potentially be built at the 2 acre oceanfront blufftop land dedication, and affordable coastal recreation is one of the reasons Commission staff thought that land was highly valuable to both the Nation and the general public. It lies just to the south of Kamph Memorial Park, which is affordable at \$15 a night, and is the only oceanfront campground in California near the Oregon border and is heavily used. If a campground were built at the 2 acre oceanfront blufftop land dedication, this would further provide affordable coastal recreation and overnight lodging. Lack of affordable coastal lodging is a major issue up and down the coast and an affordable campground there would therefore be very valuable in that regard.
 - b. With regards to public access at the 14 acre riverfront forest dedication, there is an existing dirt road that goes through there that, while overgrown, Commission staff believed could easily be cleared and provide public access by either itself, or as part of a larger trail system. However, when Commission staff videoconferenced with staff of the Tolowa Dee-Ni' Nation regarding this area, Commission staff understood that the Tolowa Dee-Ni' Nation likely did not want a public access easement or trail in that area, as it would be too close to Xaa-wan'-k'wvt (Howonquet Village). Commission staff respected this comment and therefore did not include a public access easement in that location in the proposed Consent Agreement, but would be supportive of one there if the Tolowa Dee-Ni' Nation does want one there, and would be happy to work on this further with the Nation.
 - c. As for the 10+ acre public access easement, Commission staff agrees that use of watercraft will be necessary to reach it, although Commission staff does not know whether such major watercraft would be needed to reach it that a car would be needed to tow said watercraft. We understand that lower cost watercraft rentals, which are available nearby, could also provide access to this area. However, Commission staff also agreed with the Tolowa Dee-Ni' Nation that there are important cultural resources and wildlife on that land, and

agreed with concerns raised by the Nation regarding their protection from heavy disturbances. Staff therefore believes that access only via watercraft will help protect those sensitive resources. Illegal off-roading and illegal camping is as a major problem on the Del Norte County coast, including in nearby Tolowa Dunes State Park, with serious impacts to cultural and natural resources. Thus, Commission staff believes that not allowing people to enter the public access easement by car will help to protect the valuable resources there.

27. The Tolowa Dee-Ni' Nation also requests that the Commission require that the amount of land dedicated and public access easements equates to the total amount of administrative penalties that could be collected.
 - a. As discussed elsewhere in this addendum and the Staff Report, staff does believe that the value of the land and easements is roughly equivalent to the amount of administrative penalties that could be assessed under the Coastal Act.
28. The Tolowa Dee-Ni' Nation also requests that the entire Tillas Island be designated as a cultural conservation area and recorded as an official cemetery, among other designations.
 - a. Commission staff supports the Tolowa Dee-Ni' Nation's goals of protecting cultural resources on Tillas Island, and Commission staff looks forward to discussing how best to protect those resources with the Tolowa Dee-Ni' Nation. For example, recording an area as an official cemetery is not something addressed in the Coastal Act, but staff would strongly support broader protections and designations if available under other applicable laws.
29. The Tolowa Dee-Ni' Nation also requests that any restrictions of hunting on the public access easement also apply to the Farm and Alexandre Dairy, and request that the Commission work with CDFW to ensure that the area of the public access easement cannot be enrolled in hunting programs.
 - a. The Consent Agreement requires at Section 19.2.D that the Farm place a sign on the easement which states that hunting, firearms, and dogs are all prohibited in the public access easement. It is Commission staff's understanding that the Farm is concerned about potential impacts of hunting to staff of the Farm and to the dairy cows grazing nearby, as well as to users of the public access easement.
30. The Tolowa Dee-Ni' Nation also requests dedication of the public access easement to the Tolowa Dee-Ni' Nation.

- a. Commission staff respects this request and wrote the Consent Agreement language broadly in order to ensure that the Tolowa Dee-Ni' Nation would be considered an eligible party for dedication.
31. The Tolowa Dee-Ni' Nation also commented that while the proposed conservation easements and land dedications are inadequate, the Tolowa Dee-Ni' Nation requests both the 14 acre Spruce Creek riverfront forest, and the 2 acre oceanfront blufftop area.
- a. As stated above, Commission staff respects this request and wrote the Consent Agreement language broadly in order to ensure that the Tolowa Dee-Ni' Nation would be considered an eligible party for all dedications.
32. The Tolowa Dee-Ni' Nation also comments that the proposed 2 acre oceanfront blufftop land dedication includes a recorded archaeological site, states that increasing public access and recreational activities in this area will further desecrate cultural resources, and requests further consultation and special closures to protect tribal subsistence fishing and uses, while preventing further harm to cultural resources and fishing. The Tolowa Dee-Ni' Nation also commented that during a prior CDP process for this land in the late 1980's and early 1990's, the tribe's comments were ignored.
- a. While, as stated above, Commission staff considered the public access potential of the 2 acre oceanfront blufftop land dedication to be valuable, any campground construction there would be subject to a Coastal Development Permit process that would require that any cultural resources be protected. In addition, there is no requirement that a campsite be built there, and the Consent Agreement also requires a conservation easement there so that the land will be protected from any other development. Commission staff would also be happy to further consult with the Tolowa Dee-Ni' Nation regarding this land as requested.
33. The Tolowa Dee-Ni' Nation also stated that they did not have adequate time to review the Consent Agreement, and that they still have comments related to historical inaccuracies included in the staff report, mitigation in lieu of penalties, content and scope of required plans, inaccurate reflection of agreement provisions as restoration, enhancement, or mitigation, and additional environmental justice considerations.
- a. Commission staff did their best to try to include the history of the Tolowa people and the Property in the staff report, but look forward to hearing from the Tolowa Dee-Ni' Nation with the Nation's wealth of historic information.

- b. With regards to mitigation in lieu of penalties, there is no mitigation in lieu of penalties in the Consent Agreement. The mitigation is a separate and additional requirement from the penalties. The 2 acre oceanfront land dedication, the 14 acre riverfront forest dedication, and the 10+ acre public access easement, along with conservation easements on the land dedications, are the only actions proposed in lieu of a monetary penalty.

Commission staff did their best to respond to the Tolowa Dee-Ni' Nation's comments as quickly as possible and to provide as much detail in our responses as possible. While Commission staff was not able legally to unilaterally require all of the Tolowa Dee-Ni' Nation's requests in the proposed Consent Agreement, Commission staff worked to include as many as possible and to shape the Consent Agreement around the Nation's goals, and will continue to do so and will continue to urge that all applicable laws be followed. Commission staff appreciates the Tolowa Dee-Ni' Nation's ongoing comments and looks forward to discussing these comments in further detail via videoconference, and to working with the Tolowa Dee-Ni' Nation in the future on the Restoration Plan and its requirements.

RE: Letter of Support – Reservation Ranch Coastal Commission Consent Agreement and suggestions for the final Restoration Orders in support of Tolowa Dee-ni' Nation comments and requests.

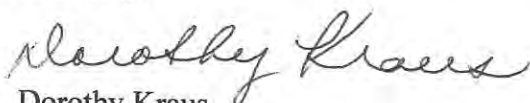
Dear Chair Brownsey and Commissioners:

I am writing to express my support for the Tolowa Dee-ni' Nation who's ancestral and reservation lands have been and continue to be negatively impacted by the unpermitted development violations of Reservation Ranch. I urge the Coastal Commission to incorporate Tolowa Dee-ni' Nation's comments and requests on the Consent Agreement between Reservation Ranch and Coastal Commission staff into the final Restoration Orders issued by the Coastal Commission including but not limited to the following:

- Maximize public access to mitigate the numerous unpermitted developments that have blocked and severely damaged navigable public trust waterways. I encourage the Coastal Commission to dedicate all public access areas listed in the Consent Agreement to the Tolowa Dee-ni' Nation as they are the original and rightful stewards of this estuary.
- I encourage the Coastal Commission to adhere to their commitment in the Coastal Commission's Environmental Justice Policy and Governor Newsom's Truth and Healing Executive Order as it relates to ensuring due diligence in protection of invaluable and irreplaceable cultural resources, sites and human burial areas is comprehensively incorporated into the Restoration Order. Namely, increasing the public access and conservation acreage on Tillas Island and other cultural areas identified by the Tolowa Dee-ni' Nation. I support the Coastal Commission to record the Tillas Island acreage as an official Cemetery and require surveys and reporting needed to nominate the site to the State and Federal Register of Historic Places.
- I urge the Coastal Commission to exert their Restoration Order authority afforded through the Coastal Act and other Coastal Commission regulations to require removal and restoration of all unpermitted development that existed prior to implementation of the Coastal Act and which are within the Coastal Commission's jurisdiction to issue Restoration Orders. I specifically support the Coastal Commission requiring the removal of the levee at the south end of Islas Slough.
- I am concerned that applicable administrative penalties and civil liabilities that the Coastal Commission has the authority and right to collect are not included in the Consent Agreement. It is my understanding that collected penalties are redistributed as funding to benefit important programs and projects that improve and restore public access to public trust waterways and coastal areas throughout the State of California. Considering Reservation Ranch has knowingly continued to use and maintain unpermitted development violations to operate their for-profit business for a number of years after they were issued a Notice of Violation in 2017, I encourage the Coastal Commission to include administrative and civil penalties in the final Restoration Orders.

I am thankful for the Coastal Commission's dedication to reviewing and developing the Consent Agreement with Reservation Ranch to address the egregious violations that have impacted public trust waters and lands. I am hopeful the Coastal Commission will consider my above comments and support of the Tolowa Dee-ni' Nation's requests for inclusion in the final Restoration Orders issued to Reservation Ranch.

Sincerely,



Dorothy Kraus
Concerned Citizen

RE: Support Tolowa Dee-ni' requests for inclusion in Final Restoration Orders issued to Reservation Ranch

Diana Bohn <nicca@igc.org>

Wed 7/6/2022 6:07 PM

To: Reservation Ranch <ReservationRanch@coastal.ca.gov>

Dear Rob Moddelmog,

I am writing to express my support for the Tolowa Dee-ni' Nation, whose ancestral and reservation lands have been and continue to be negatively impacted by the unpermitted development violations of Reservation Ranch. I urge the Coastal Commission to incorporate Tolowa Dee-ni' Nation's comments and requests on the Consent Agreement between Reservation Ranch and Coastal Commission staff into the final Restoration Orders issued by the Coastal Commission including but not limited to the following:

1. Maximize public access to mitigate the numerous unpermitted developments that have blocked and severely damaged navigable public trust waterways. I encourage the Coastal Commission to dedicate all public access areas listed in the Consent Agreement to the Tolowa Dee-ni' Nation as they are the original and rightful stewards of this estuary.
2. I encourage the Coastal Commission to adhere to their commitment in the Coastal Commission's Environmental Justice Policy and Governor Newsom's Truth and Healing Executive Order by ensuring the protection of invaluable and irreplaceable cultural resources, sites and human burial areas. Namely, increasing the public access and conservation acreage on Tillas Island and other cultural areas identified by the Tolowa Dee-ni' Nation.
3. I urge the Coastal Commission to require removal and restoration of all unpermitted development that existed prior to implementation of the Coastal Act and which are within the Coastal Commission's jurisdiction to issue Restoration Orders. I specifically support the Coastal Commission requiring the removal of the levee at the south end of Islas Slough.
4. I am concerned that applicable administrative penalties and civil liabilities that the Coastal Commission has the authority and right to collect are not included in the Consent Agreement. Considering Reservation Ranch has knowingly continued to use and maintain unpermitted development violations to operate their for-profit business for a number of years after they were issued a Notice of Violation in 2017, I encourage the Coastal Commission to include administrative and civil penalties in the final Restoration Orders.

I am thankful for the Coastal Commission's dedication to reviewing and developing the Consent Agreement with Reservation Ranch to address the egregious violations that have impacted public trust waters and lands. The agreement as it stands will materially improve conditions in the Smith River estuary, particularly the removal of the levee crossing at the mouth of Tillas Slough, and help to begin the necessary healing of this area. I am hopeful the Coastal Commission will consider my above comments and support of the Tolowa Dee-ni' Nation's requests for inclusion in the final Restoration Orders issued to Reservation Ranch.

Sincerely,
Diana Bohn
618 San Luis Rd.

Exhibit 1

Berkeley, CA 94707

Exhibit 1



July 8, 2022

To: Donne Brownsey, Chair, California Coastal Commission

Cc: John Ainsworth, Executive Director, California Coastal Commission

Rob Modellmog, Enforcement Analyst, California Coastal Commission

Re: Consent Cease and Desist Order No. CCC-22-CD-02 Reservation Ranch in Del Norte County

Dear Chair Brownsey and Commissioners,

The Surfrider Foundation's mission is to protect our ocean, waves and beaches for all people. We support the cease-and-desist orders and administrative penalties (Orders) for Reservation Ranch in Del Norte County and encourage the Commission to consider the changes requested by EPIC-Arcata in support of the Tolowa Dee-ni' Nation.

At present, the Orders will make a vast improvement for habitat and water quality at Smith River and the coast in Del Norte County. The restoration agreement will also provide a tremendous resource for public coastal access in Northern California. The Orders are a momentous and historic step towards correcting longstanding violations and historic injustice and no doubt are a direct tribute to staff's outstanding dedication to upholding the California Coastal Act. We would like to acknowledge the extraordinary effort by Coastal Commission staff to uncover the extent of the Coastal Act violations at Reservation Ranch. The Orders will help rectify decades of habitat and water degradation and blocked public access.

The list of offenses past owners of Reservation Ranch, located in far northern California, have committed is lengthy and involves, among other things, dumping manure, trash and cow carcasses into the Smith River estuary. They've also been cited for diverting water from the Smith, California's [only major undammed river](#), without a permit or regard for the creatures dependent upon the area's habitats including Roosevelt Elk, waterfowl and endangered Coho Salmon. Further violations pertain to blocking public access to the ocean and sloughs adjacent to the Smith.

This information [came to public attention](#) as various state and federal agencies, including California Coastal Commission, the California State Water Resources Control Board, the State Lands Commissions and National Marine Fisheries Services began serving violation notices. In response, the property owners [put the 1,668-acre Reservation Ranch on the market](#) with an asking price of \$12,950,000 and boasting "a dyke system, excellent water rights, three wells, a



main water pump from the Smith River, and an abundance of wildlife, including trophy salmon.”

Reservation Ranch is also [on the unceded lands of the Tolowa Dee-ni' Nation](#) and the heart of the original 40,000-acre Smith River Indian Reservation. The tribe has been working to reclaim this historically stolen land. With respect to the orders, the Tolowa Dee-ni' Nation is seeking help to return this unceded property back to their rightful ownership and to work towards the long overdue environmental and tribal justice this land and watershed deserves.



(Photo courtesy Tolowa Dee-ni' Nation Tribal Historic Preservation Office Archives)

Surfrider supports the Tolowa Dee-ni' nation and EPIC-Arcata in acknowledging that the Orders will result in some important remediation of the property and in suggesting several improvements. Surfrider supports the Tolowa Dee-ni' nation in their efforts to improve the Orders and to begin to correct the historic injustices to tribes, the land and Smith River. Those improvements include:

1. Maximize public access to mitigate the numerous unpermitted developments that have blocked and severely damaged navigable public trust waterways. We encourage the Coastal Commission to **dedicate all public access areas listed in the Consent Agreement to the Tolowa Dee-ni' Nation as they are the original and rightful stewards of this estuary.**
2. We encourage the Coastal Commission to adhere to their commitment in the Coastal Commission's Environmental Justice Policy and Governor Newsom's Truth and Healing



Executive Order by ensuring the protection of invaluable and irreplaceable cultural resources, sites and human burial areas. Namely, **increasing the public access and conservation acreage on Tillas Island and other cultural areas identified by the Tolowa Dee-ni' Nation.**

3. We urge the Coastal Commission to require removal and restoration of all unpermitted development that existed prior to implementation of the Coastal Act and which are within the Coastal Commission's jurisdiction to issue Restoration Orders. **We specifically support the Coastal Commission requiring the removal of the levee at the south end of Islas Slough.**
4. We are concerned that applicable administrative penalties and civil liabilities that the Coastal Commission has the authority and right to collect are not included in the Consent Agreement. Considering Reservation Ranch has knowingly continued to use and maintain unpermitted development violations to operate their for-profit business for a number of years after they were issued a Notice of Violation in 2017, **We encourage the Coastal Commission to include administrative and civil penalties in the final Restoration Orders.**

We appreciate Coastal Commission staff's hard work and dedication to upholding the Coastal Act and for reaching a consent agreement that goes far in addressing the egregious violations that have impacted public trust waters and lands. The Orders will materially improve conditions at Smith River. We urge the Commission to also incorporate the above requested changes to ensure the Orders also make a stride in correcting the horrifying historic tribal injustices implicated in the ownership of Reservation Ranch.

Sincerely,

Mandy Sackett
California Policy Coordinator
Surfrider Foundation



Mailing:
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Environmental Policy

Advisor

Larry Glass

July 7, 2022

Submitted via email to Robert.Moddelmog@coastal.ca.gov

RE: Letter of Support – Reservation Ranch Coastal Commission Consent Agreement and suggestions for the final Restoration Orders in support of Tolowa Dee-ni' Nation comments and requests.

Dear Chair Brownsey and Commissioners:

The Northcoast Environmental Center is a 51-year-old organization that works to promote the understanding of the relations between people and the biosphere and to conserve, protect, and celebrate terrestrial, aquatic and marine ecosystems of northern California and southern Oregon. We strongly support the efforts of the 'Tolowa Dee-ni' to rematriate and rehabilitate their ancestral lands, which have been and continue to be negatively impacted by the unpermitted development violations of Reservation Ranch. We urge the Coastal Commission to incorporate Tolowa Dee-ni' Nation's comments and requests on the Consent Agreement between Reservation Ranch and Coastal Commission staff into the final Restoration Orders issued by the Coastal Commission including but not limited to the following:

- **Maximize public access to mitigate the numerous unpermitted developments that have blocked and severely damaged navigable public trust waterways.** As the Tolowa Dee-ni' are the original and rightful stewards of this estuary, we encourage the Coastal Commission to dedicate all public access areas listed in the Consent Agreement to the Tolowa Dee-ni' Nation.
- We encourage the Coastal Commission to adhere to their commitment in the Coastal Commission's Environmental Justice Policy and Governor Newsom's Truth and Healing Executive Order as it relates to ensuring due diligence in protection of invaluable and irreplaceable cultural resources, sites and human burial areas. This commitment must be comprehensively incorporated into the Restoration Order. Namely, **increasing the public access and conservation acreage on Tillas Island and other cultural areas identified by the Tolowa Dee-ni' Nation.** We encourage the Coastal Commission to record the Tillas Island acreage as an official Cemetery and require surveys and reporting needed to nominate the site to the State and Federal Register of Historic Places.
- We urge the Coastal Commission to exert their Restoration Order authority afforded through the Coastal Act and other Coastal Commission regulations to **require removal and restoration of all unpermitted development that existed prior to implementation of the Coastal Act and which are within the Coastal Commission's jurisdiction to issue Restoration Orders, specifically requiring the removal of the levee at the south end of Islas Slough.**
- We urge the Coastal Commission to **include in the Consent Agreement all applicable administrative penalties and civil liabilities that the Coastal Commission has the authority and right to collect.** Considering Reservation Ranch has knowingly continued to use and maintain unpermitted development violations to

operate their for-profit business for a number of years after they were issued a Notice of Violation in 2017, we encourage the Coastal Commission to include administrative and civil penalties in the final Restoration Orders so that those funds can be redistributed to benefit important programs and projects that improve and restore public access to public trust waterways and coastal areas throughout the State of California.

- We urge the Coastal Commission to follow the 'Tolowa Dee-ni' request to subject the Restoration Order to the California Environmental Quality Act (CEQA) process to ensure Tribal Consultation.

As the staff report states, this Restoration Order is an incredible opportunity to restore an ecologically and culturally important piece of land. Including the wishes of the local tribes to increase public and tribal access to these lands and protect cultural resources provides the added opportunity to use this moment to right an historic wrong. Thank you for the opportunity to comment.

Sincerely,

A handwritten signature in black ink, appearing to read 'Caroline Griffith', with a stylized, flowing script.

Caroline Griffith, Executive Director



7/8/22

RE: Letter of Support – Reservation Ranch Coastal Commission Consent Agreement and suggestions for the final Restoration Orders in support of Tolowa Dee-ni’ Nation comments and requests.

Dear Chair Brownsey and Commissioners:

I am writing on behalf of the Redwood Chapter Sierra Club, North Group to express our support for the Tolowa Dee-ni’ Nation who’s ancestral and reservation lands have been and continue to be negatively impacted by the unpermitted development violations of Reservation Ranch. We urge the Coastal Commission to incorporate Tolowa Dee-ni’ Nation’s comments and requests on the Consent Agreement between Reservation Ranch and Coastal Commission staff into the final Restoration Orders issued by the Coastal Commission including but not limited to the following:

- Maximize public access to mitigate the numerous unpermitted developments that have blocked and severely damaged navigable public trust waterways. We encourage the Coastal Commission to dedicate all public access areas listed in the Consent Agreement to the Tolowa Dee-ni’ Nation as they are the original and rightful stewards of this estuary.
- We encourage the Coastal Commission to adhere to their commitment in the Coastal Commission’s Environmental Justice Policy and Governor Newsom’s Truth and Healing Executive Order as it relates to ensuring due diligence in protection of invaluable and irreplaceable cultural resources, sites and human burial areas is comprehensively incorporated into the Restoration Order. Namely, increasing the public access and conservation acreage on Tillas Island and other cultural areas identified by the Tolowa Dee-ni’ Nation. We support the Coastal Commission to record the Tillas Island acreage as an official Cemetery and require surveys and reporting needed to nominate the site to the State and Federal Register of Historic Places.
- We urge the Coastal Commission to exert their Restoration Order authority afforded through the Coastal Act and other Coastal Commission regulations to require removal and restoration of all unpermitted development that existed prior to implementation of the Coastal Act and which are within the Coastal Commission’s jurisdiction to issue Restoration Orders. We specifically support the Coastal Commission requiring the removal of the levee at the south end of Islas Slough.

- We are concerned that applicable administrative penalties and civil liabilities that the Coastal Commission has the authority and right to collect are not included in the Consent Agreement. It is our understanding that collected penalties are redistributed as funding to benefit important programs and projects that improve and restore public access to public trust waterways and coastal areas throughout the State of California. Considering Reservation Ranch has knowingly continued to use and maintain unpermitted development violations to operate their for-profit business for a number of years after they were issued a Notice of Violation in 2017, we encourage the Coastal Commission to include administrative and civil penalties in the final Restoration Orders.

We are thankful for the Coastal Commission's dedication to reviewing and developing the Consent Agreement with Reservation Ranch to address the egregious violations that have impacted public trust waters and lands. We are hopeful the Coastal Commission will consider our above comments and support of the Tolowa Dee-ni' Nation's requests for inclusion in the final Restoration Orders issued to Reservation Ranch.

Sincerely,

Gregg Gold

A handwritten signature in black ink that reads "Gregg Gold". The signature is written in a cursive, flowing style.

Gregg J. Gold, Ph.D.
Chair, Redwood Chapter Sierra Club, North Group

Moddelmog, Robert@Coastal

From: mdelaney@cerithconsulting.com
Sent: Friday, July 8, 2022 10:05 AM
To: Brownsey, Donne@Coastal
Cc: Wilson, Mike@Coastal; megandelaney016@outlook.com; Moddelmog, Robert@Coastal
Subject: RE: I support the Tolowa Dee-ni' Nation!

Resending with my signature and contact information! I hit "send" a little too quickly! Megan Delaney

From: mdelaney@cerithconsulting.com <mdelaney@cerithconsulting.com>
Sent: Thursday, July 7, 2022 9:28 AM
To: 'Donne.Brownsey@coastal.ca.gov' <Donne.Brownsey@coastal.ca.gov>
Cc: 'mike.wilson@coastal.ca.gov' <mike.wilson@coastal.ca.gov>; megandelaney016@outlook.com;
'robert.moddelmog@coastal.ca.gov' <robert.moddelmog@coastal.ca.gov>
Subject: I support the Tolowa Dee-ni' Nation!

Dear Chair Brownsey and Commissioners:

I am a native Californian, though not of indigenous decent. I am writing to express my support for the Tolowa Dee-ni' Nation, and their requests regarding on the Consent Agreement and the Coastal Commission staff on the final Restoration Orders regarding Reservation Ranch. I believe we are at a crossroads in the history of California, and all remaining open land in the State must be carefully husbanded and protected for future generations.

The Coastal Commission has found multiple violations of the stewardship of the Reservation Ranch land, including:

1. Unpermitted development of levees and roads directly across tidal sloughs and wetlands;
2. Placement of construction waste and cow carcasses in and/or adjacent to tidal sloughs and streams;
3. Damming of tidal sloughs and wetlands;
4. Dredging and channelizing of tidal sloughs and streams; and
5. Removal of major riparian vegetation. Additionally, the business has allegedly blocked public access to the sea, tidal sloughs and public trust lands for decades.

I urge the Coastal Commission to incorporate Tolowa Dee-ni' Nation's comments and requests on the Consent Agreement between Reservation Ranch and Coastal Commission staff into the final Restoration Orders issued by the Coastal Commission including but not limited to the following:

* Maximize public access to mitigate the numerous unpermitted developments that have blocked and severely damaged navigable public trust waterways. I encourage the Coastal Commission to dedicate all public access areas listed in the Consent Agreement to the Tolowa Dee-ni' Nation as they are the original and rightful stewards of this estuary.

* I encourage the Coastal Commission to adhere to their commitment in the Coastal Commission's Environmental Justice Policy and Governor Newsom's Truth and Healing Executive Order as it relates to ensuring due diligence in protection of invaluable and irreplaceable cultural

resources, sites and human burial areas is comprehensively incorporated into the Restoration Order. Namely, increasing the public access and conservation acreage on Tillas Island and other cultural areas identified by the Tolowa Dee-ni' Nation. I support the Coastal Commission to record the Tillas Island acreage as an official Cemetery and require surveys and reporting needed to nominate the site to the State and Federal Register of Historic Places.

* I urge the Coastal Commission to exert their Restoration Order authority afforded through the Coastal Act and other Coastal Commission regulations to require removal and restoration of all unpermitted development that existed prior to implementation of the Coastal Act and which are within the Coastal Commission's jurisdiction to issue Restoration Orders. I specifically support the Coastal Commission requiring the removal of the levee at the south end of Islas Slough.

* I am concerned that applicable administrative penalties and civil liabilities that the Coastal Commission has the authority and right to collect are not included in the Consent Agreement. It is my understanding that collected penalties are redistributed as funding to benefit important programs and projects that improve and restore public access to public trust waterways and coastal areas throughout the State of California. Considering Reservation Ranch has knowingly continued to use and maintain unpermitted development violations to operate their for-profit business for a number of years after they were issued a Notice of Violation in 2017, I encourage the Coastal Commission to include administrative and civil penalties in the final Restoration Orders.

I am thankful for the Coastal Commission's dedication to reviewing and developing the Consent Agreement with Reservation Ranch to address the egregious violations that have impacted public trust waters and lands. I am hopeful the Coastal Commission will consider my above comments and support of the Tolowa Dee-ni' Nation's requests for inclusion in the final Restoration Orders issued to Reservation Ranch.

Sincerely,

Megan Delaney

CERITH Consulting, Inc.

2973 Harbor Blvd. #344

Costa Mesa, CA 92626

714-269-5856



Tolowa Dee-ni' Nation

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Jeri Lynn
Thompson
Chairperson

Scott D.
Sullivan
*Vice -
Chairperson*

Debbie
Boardman
*Council
Secretary*

Jaytuk
Steinruck
*Council
Treasurer*

Dr. Joseph
Giovannetti
*Council
Member*

Amanda
O'Connell
*Council
Member*

Dorothy
Wait
*Council
Member*

July 8, 2022

California Coastal Commission
455 Market St., Suite 300
San Francisco, CA 94105

RE: Tolowa Dee-ni' Nation comments regarding the proposed California Coastal Commission Consent Cease and Desist Order CCC-22-CD-02, Consent Restoration Order CCC-22-RO-01, and Consent Administrative Penalty CCC-22-AP3-01 ("Consent Agreement")

Dv-laa-ha~ (Hello) Coastal Commissioners:

The Tolowa Dee-ni' Nation ("Nation") is a federally recognized Indian Tribe. Our ancestral territory, as defined in our Constitution, encompasses the lands and watersheds of Wilson Creek, CA to the south; the Sixes River, OR to the north, east to the Applegate watershed in the Coastal Range and west to the Pacific Ocean horizon, all sea stacks including Point St. George Lighthouse and all usual and accustomed places.

The Nation is writing to submit comments regarding the proposed California Coastal Commission Consent Cease and Desist Order CCC-22-CD-02, Consent Restoration Order CCC-22-RO-01, and Consent Administrative Penalty CCC-22-AP3-01 (together, proposed "Consent Agreement"; "Agreement") reached with Reservation Ranch general partnership and its owners ("Reservation Ranch", "the property"). This proposed Consent Agreement serves to resolve dispute regarding alleged violations issued to Reservation Ranch most recently in the October 9, 2020, Amended Notice of Intent (NOI) to Commence Cease and Desist Order and Restoration Order Proceedings, and Notice of Intent to Commence Administrative Penalty Proceedings (Violation No. V-1-16-0164; "Amended NOI") issued to Reservation Ranch (which is currently being leased and operated as Smith River Ranch by Alexandre Dairy).

All parcels constituting Reservation Ranch lie within the heart of the Tolowa Dee-ni' ancestral territory and the Nation's contemporary government and population center in Smith River, Del Norte County, California. The property is within the Nation's original Federal Indian Reservation, abandoned (not dissolved) by the U.S. Government in 1868, and has been inaccessible to Tribal citizens of the Tolowa Dee-ni' Nation since that time. The property contains a historic site recorded with the NAHC Sacred Lands File and is within the boundaries of the Yan'-daa-k'vt Historic District that also encompasses the Tolowa Dunes State Park on the opposite side of the river.

General Comments:

The Nation was not given sufficient time to prepare comment regarding an issue that has taken considerable resources to engage in over the past two years. The Nation's leadership and staff have spent thousands of hours in combination to attempt consultation, engage with agencies issuing violations, and support Commission staff's investigation. The Nation was given four business days to review and comment on the resulting document, which is insufficient to provide thorough comment. The Nation would also like to give the disclaimer that, because the Nation is recognized as a sovereign nation separate from the general public, this letter will not adhere to the 2-3 page limit for public comment applied to the general public.

WAA-SAA-GHITLH-'A~ WEE-NI NAA-CH'AA-GHITLH-NI

OUR HERITAGE IS WHY WE ARE STRONG

Exhibit 6

This Agreement should not be exempt from the California Environmental Quality Act (CEQA). Categorical exemptions under CEQA are not for large-scale or novel projects such as those included in this Agreement, and the review of implementation actions under CEQA provide local stakeholders a standardized notification process, timeline and set of steps to ensure that the implementation methods, and long-term effects of the proposed work are fully considered. Planning and implementation of the Agreement has the potential to have a significant effect on the environment, and CEQA will require consideration of those effects in comprehensive manner. This Agreement is the result of over four decades of unenforced violations on Reservation Ranch—the Commission’s process does seek to “*ensure that the environment is protected*,” however the need for each of the three Orders included in the Agreement serves as evidence that the Commission is not infallible in its enforcement and should avoid unnecessarily exempting CEQA.

Consent Agreement Comments:

1.0:

Refer to Reservation Ranch as Reservation Ranch. Reference to “the Farm” is misleading, as the original violation documents are issued to Reservation Ranch. It is our understanding that the current operator and future owner have been party to these negotiations and responsible for the majority of progress made toward the Agreement—we would like to see these individuals identified in the document as they were party to the negotiations with the intent of being party to the Agreement, as well.

This Agreement was largely expedited through negotiation with Alexandre Dairy owner Blake Alexandre and top Dairy staffer Chris Howard, who is also the District Supervisor for Del Norte County representing District 3 (which contains Reservation Ranch). Involvement of these parties in the settlement of Coastal Act violations that could fall under Del Norte County’s jurisdiction, and the resulting refusal to acknowledge wrongdoing through settlement, raise major concerns for future unpermitted developments on Reservation Ranch, operated by Alexandre Dairy as Smith River Ranch. Commission staff’s willingness to negotiate with parties that are only linked to the violations through loopholes provided by another agency, the North Coast Regional Water Quality Control Board (“NCRWQCB”), facilitates this conflict of interest. The expedited schedule for Commission review of this Agreement, as well as the need for quick resolution of the violations following the onset of negotiations, is in service of their future operation and not adequate to truly provide justice towards these longstanding and egregious violations.

1.2:

Cease and desist should apply to the entire operation, as Reservation Ranch operated by Alexandre Dairy as Smith River Ranch relies on use of several unpermitted developments to maintain operations. Allowing use of the unpermitted road until a CDP can be attained (8.5) is not a true Cease and Desist Order.

1.3:

How will 1.3 be enforced? The Nation has several documented examples within the last decade, year, month, and day of Coastal Act violations that have been shared with Commission, NCRWQCB, and NOAA/NMFS staff. Commission staff have referenced this Agreement in response—how will ongoing Coastal Act violations be enforced once signed? Will Coastal Commission Enforcement have a consistent physical presence in Smith River for the duration of Agreement implementation?

5.1:

Page 3, line three should read “*Reservation Ranch and their successors in interest do not acknowledge any wrongdoing with respect to the Unpermitted Development.*” It is important that the record accurately represents the entities involved and their refusal to acknowledge unpermitted developments.

6.2:

Unpermitted Development in the Agreement does not capture all existing Coastal Act violations on the property and identified in the 2020 NOI. Development that occurred prior to 1973 is still within the purview of the Coastal Commission. *“.... Development existing before Proposition 20’s (“the Coastal Initiative”) permit requirements came into effect on February 1, 1973 that would otherwise require a permit under the Coastal Act generally will not be exempt from such a permit requirement based on the fact it was existing prior to passage of Proposition 20 or the Coastal Act, if the development required other legal authorizations and permits under other laws, but lacked such permits.”*

Specifically, the levee at the south end of Islas Slough and removal of the road crossing that is blocking the connection between Islas and Tillas sloughs are both unpermitted developments that create physical barriers to the re-establishment of public access, rejoining of tidal connections between both Islas and Tillas sloughs with the Smith River, as well as restoration of critical salmonid habitat. The Coastal Commission’s 2020 NOI attributes ongoing environmental damage to these features and notes that unpermitted levee at the south end of Islas Slough *“has also stopped the Smith River from naturally washing through the area, which has caused sediment to build up within Islas Slough.”* The Amended NOI also notes that *“even if the unpermitted fill in front of the levee is removed, without removal of this unpermitted levee, Islas Slough could eventually be filled in entirely by this artificial sediment buildup.”*

The Nation asserts that the unpermitted levee development at south Islas Slough is a major contributing factor to the destruction of the south bank of the Smith River on property which is owned and managed by California Department of Parks and Recreation opposite Reservation Ranch. The recorded archeological location is specifically known to Tolowa Dee-ni' as the village and ceremonial site called Tr'u-u-le' and is also encompassed within the Yan'-daa-k'vt (Yontocket) Historic District on the National Register of Historic Places. California State Parks and the TDN Tribal Heritage Preservation Office have been documenting negative impacts to cultural resources at this site for several decades as a result of the geomorphic changes to the river's course over time.

The Commission has authority to issue Restoration Orders in accordance with Section 30811 of the Coastal Act: *“In addition to any other authority to order restoration, the commission...may, after a public hearing, order restoration of a site if it finds that the development has occurred without a coastal development permit from the commission..., the development is inconsistent with this division, and the development is causing continuing resource damage.”* The Nation has video evidence that this levee at the south end of Islas Slough is currently eroding tires into the main stem of the Smith River. As the Commission may know 6PPD-quinone derived from tires has been proven toxic to rainbow trout and ESA-listed Coho Salmon.

According to Article XV, Section 2 of the California Constitution: *“No individual, partnership, or corporation, claiming or possessing the frontage or tidal lands of a harbor, bay, inlet, estuary, or other navigable water in this State, shall be permitted to exclude the right-of-way to such water whenever it is required for any public purpose, nor to destroy or obstruct the free navigation of such water; and the Legislature shall enact such law as will give the most liberal construction to this provision, so that access to the navigable waters of this State shall be always attainable for the people.”*

The Nation asserts that this particular unpermitted development, if not required to be removed in the Restoration Orders, will continue to cause an unacceptable amount of resource damage and will remain in violation of the Coastal Act and Section 13190 of the Commission’s regulations.

6.6:

Refer to “interested tribes” by their federally recognized names. The Tolowa Dee-ni' Nation and Elk Valley Rancheria are not “interested” in this issue but rather should be represented as sovereign stakeholders and referred to correctly throughout both the Staff Report and Agreement. When making historical reference to their governments or citizens, “Tolowa people” or Tolowa dee-ni' should be used.

Refer to Native American Monitors as Tribal Cultural Monitors.

7.1.C:

The Nation requests copies of the proposed specialists (also referred to in 6.5) and their description of qualifications when submitted to the Coastal Commission Executive Director for review and approval.

7.1.D:

Include Area of Potential Effect (APE) boundaries for all plans submitted to ensure full consideration of the impacts of implementation beyond where intended. APEs provide for a more wholistic approach to onsite work, particularly where multiple plans will overlap in their APEs.

7.1.F.2:

This is a large in-stream work period and inconsistent with the standard July 15 to October 15 period allowed for in-stream projects in this area. The Agreement provides no justification for leaving this to the discretion of the Coastal Commission Executive Director in lieu of the California Department of Fish and Wildlife or the National Marine Fisheries Service. These agencies should be referenced and should approve all protective measures designed to reduce impacts to the ESA-listed SONCC coho, tidewater goby, and non-listed Tribal trust species.

7.1.G:

The current operator of Reservation Ranch, Alexandre Dairy, owns multiple dairy operations throughout Del Norte and Humboldt counties. Following Alexandre Dairy operation of Reservation Ranch, Nation staff have observed and communicated numerous operational changes at Reservation Ranch following this change of management to Coastal Commission Enforcement staff and NCRWQCB staff, including consistent transfer of equipment and trucks between properties. Alexandre Dairy owns the property that hosts the majority of Treponeme-Associated Hoof Disorder (TAHD) cases observed in California's Roosevelt elk herds, and the Nation's staff are currently collaborating with CDFW on disease surveillance and control. The Nation is requesting that decontamination protocols be developed and submitted for any equipment not originating onsite in order to avoid inadvertent spread of TAHD.

7.1 H:

When drafted, the proposed Restoration Plan should be submitted to the Nation, who will task review to staff. Tribal Cultural Monitors will be selected by the Nation, however will not review the Plan unless tasked so in their alternate staff capacity. Additionally, the Nation requests that following submission of the Restoration Plan, the Nation is given at least 60 days to provide comments due to the scope and sensitive nature of the work to be done. Alternately, the Nation requests that Restoration Plans be developed in 30%, 60%, and 90% design phase-format with 10 business days for review following each submission. These plans are of utmost importance to the Nation and true restoration cannot be achieved without Tribal input on this traditional cultural landscape. Given the lack of dedicated funding and/or staff specific to oversight of this process it is imperative to provide adequate time for Tribal review.

7.2:

The Consent Agreement, as it stands, does not provide for cultural resource surveys to guide protection of cultural resources aside from within the individual footprints of restoration features that will already be sited in the Restoration Plan. From the Nation's perspective, relying on archaeological and Tribal cultural monitoring during ground disturbance activity is not a meaningful effort to protect known cultural resources, but rather the minimum legal standard to mitigate their

damage. Due to the extreme sensitivity of this property the Nation has repeatedly requested cultural resources surveys to be conducted across all parcels containing violations, in advance of restoration planning and ground disturbing work. Please consider this letter as an additional request for cultural resource surveys of the entirety of each individual APN on Reservation Ranch that is being considered for a violation. Additionally, the Nation requests that the cultural resource surveys be conducted under a Memorandum of Understanding between the Nation and the Commission and/or landowners that accommodates a landscape-level approach to cultural resources and cultural beneficial uses of the property reviewed by the Nation's Tribal Heritage Preservation Officer prior to restoration plans are adopted and prior to any ground disturbance resulting from this Agreement. Furthermore, the Nation requests that the cultural resources surveys be conducted by a professional archaeologist who meets Department of Interior standards and is approved by the Nation.

The presence of Tribal cultural monitors for all work involving ground should be a requirement of the Agreement, not simply an allowance. It is important to note that monitoring ground disturbance is a bare minimum method of mitigating for cultural resource impacts where total avoidance is not possible. The Nation has repeatedly requested that the entire Reservation Ranch property be surveyed for cultural resources to allow identification of the most sensitive areas and provide the necessary information to avoid them during restoration planning and implementation and to avoid delays in the implementation timeline. Our citizens and our government representatives have been excluded from this property since it was the Smith River Reservation—in that time multiple generations of Tolowa people have been denied access, and the exact footprint of cultural resources onsite is no longer known (and likely altered). Monitoring to mitigate for the damage to cultural resources is far less effective to protect them than surveys and avoidance—and places the burden of reacting to discoveries during ground disturbing work on the Nation, rather than placing the burden of planning around them on the landowners and project implementers.

The Nation also requests that the Commission require Reservation Ranch to reimburse Tribal cultural monitoring costs for the Nation as part of the Agreement and/or CEQA proceedings associated with the Agreement. The temporal and geographic extent of the violations, history of the property, and inadequate pre-planning survey requirements will necessitate the presence of monitors for a large portion of work onsite—the financial burden for this Agreement should not be placed on the Nation.

The Nation requests that due to the high likelihood of encountering human remains in the areas indicated for restoration a separately developed, Native American Graves Protection and Repatriation Act (NAGPRA) consistent Inadvertent Discovery Plan also be implemented as part of this Consent Agreement. Inadvertent discovery of cultural resources and human remains during ground disturbing activities included in Agreement is made almost inevitable without the proper due diligence of cultural resources surveys, which will most certainly extend any planned timelines for commencing, continuing or completing work.

7.2.A:

Please provide more detail on the contents/format of a Cultural Materials Plan in order for the Nation to adequately comment on the requirement. The Nation requests that the cultural resource surveys be conducted under a Memorandum of Understanding between the Nation and the Commission and/or landowners that accommodates a landscape-level approach to cultural resources and cultural beneficial uses of the property.

8.5:

The Nation requests that Reservation Ranch and all partners, parties, and partnerships immediately cease and desist use of the unpermitted road and that the Commission deny the CDP application and require the removal of the unpermitted road.

18.0-18.4:

The Nation opposes reference to proposed preparation of “the Planting and Fencing Plan” as enhancement. These should be required as part of the Restoration Plan to address violation impacts, and their inclusion as enhancement gives the erroneous impression that they are improving upon the natural conditions of the property—each “enhancement” is in response to a violation issued in the 2020 NOI and degraded environmental conditions onsite. Keeping cows out of the estuary is not mitigation—if anything, it is a bare minimum requirement for livestock managers and should not be in any way credited in lieu of penalties. The Nation asserts that the levee identified for fish passage installment is unpermitted development and responsible for large-scale geomorphic changes in the lower river. It is responsible for ongoing environmental damage and continues to release refuse into the lower river and estuary, impacting cultural resources within the cultural landscape including Srdvn-das-'a~ (NAHC Sacred Lands File) and Yan'-daa-kvt Historic District, and poses risks to ESA-listed and non-listed species inhabiting the mainstem river and estuary.

19.0 Settlement/Compliance Obligation:

Administrative penalties and civil liabilities that Coastal Commission has the authority and right to collect according to Sections 30821, 30820(a)1, 30820(b); 30821.6, and 30822 of the Coastal Act are not addressed in the Consent Agreement. The Nation encourages the Coastal Commission to issue administrative penalties to Reservation Ranch as referenced in the Amended NOI. It is the Nation's understanding that administrative penalties collected by the Coastal Commission is redistributed as funding to benefit important programs/projects that improve/restore public access to public trust waterways and coastal areas throughout the state of California and that these penalties are separate from and in addition to the required restoration of violations.

19.1: The Public Access Easement

The Nation wants to call attention to the fact that only one (1) out of the approximately five (~5) public access violations subject to administrative penalty at the rate of \$11,250 for each day the violation has persisted for up to five (5) years equals ~\$20,531,250. This of course is not comprehensive of the large number civil liability penalties that could and should be issued to Reservation Ranch for the egregious violations that they have knowingly continued to use and maintain for a number of years after they were issued the first Commission NOI in 2017.

The Nation acknowledges that the proposed public access areas associated with Reservation Ranch were the result of ongoing negotiation between Coastal Commission Enforcement staff (“Enforcement staff”) and Alexandre Dairy representatives. As such, it does not adequately restore or mitigate for the public access lost to Reservation Ranch since 1973. The Nation finds the quantity and quality of public access, and lack of specific cultural access, insufficient. As negotiated, the proposed public access to Reservation Ranch is significantly less than the extent of public access that was available prior to the unpermitted developments. Dedicated cultural access to the property has not been addressed as part of this settlement. According to Section 30210 of the Coastal Act, the Commission “*has a statutory mission to maximize public access and recreational opportunities to and along the coast.*” Negotiating voluntary areas of public access in response to violations of blocking public access precludes this mission.

The Nation also feels that what has been negotiated as public access and conservation areas falls well short of providing Environmental Justice for the Nation and the local disadvantaged community. According to the California Coastal Commission Environmental Justice Policy unanimously adopted on March 8, 2019, “*the Commission is committed to protecting and enhancing California's coast and ocean for present and future generations through effective intergovernmental coordination*”. While Coastal Commission staff have responded to requests for consultation with the Nation, true consultation cannot occur at the staff level and the disregard for the Nation's requests is disappointing. The policy also states that “*Generations of injustices towards California's Native American communities, people of color, and other marginalized populations through forms of discriminatory land use policies, desecration of sacred lands and cultural resources, and concentration of environmental pollution has resulted in inequitable distribution of environmental benefits and burdens that still disproportionately burden these communities today.*” The Nation feels that the recommendations of Coastal Commission staff are not alleviating these injustices.

WAA-SAA-GHITLH-'A~ WEE-NI NAA-CH'AA-GHITLH-NI

OUR HERITAGE IS WHY WE ARE STRONG

Exhibit 6

Page 6 of 9

The Tolowa Dee-ni' are a salmon people and agricultural activities in the Smith River estuary are noted in the National Oceanic and Atmospheric Administration's Southern Oregon/Northern California Coast Coho Salmon Recovery Plan as the highest limiting factor for recovery of this population.

The Nation recognizes the estuary as an important rearing habitat for multiple species of salmonids and other fish. Violation History in the staff report states,

Further, wetlands and estuaries are extremely rare and important ecosystems in California. Yet, in the Smith River estuary, an estimated 40% of the original wetland habitat has been lost due to diking and draining of wetlands. Tidal sloughs and wetlands within the Smith River estuary in particular are some of California's most critical habitats with respect to salmonid population resiliency and biodiversity, particularly Coho Salmon... California Coho Salmon population has declined by 70% during the last 40 years. CDFW has identified the Smith River Coho Salmon as a key population to maintain or improve as part of the Recovery Strategy of California Coho Salmon.

The policy goes on to continue to state *"tribal and indigenous communities with cultural ties to the coast depend on access to ancestral lands and sacred sites to maintain traditional practices, yet their unique perspectives are frequently overlooked or undervalued."* This Agreement is yet another example of Tribal perspectives being overlooked and undervalued. The policy states *"[n]ot only is equitable access to the coast for all Californians essential, so is protecting coastal natural resources for future generations."* The Nation feels that this settlement does not provide the Tolowa Dee-ni' or other Californians equitable access. Only those who can afford a boat and vehicle to tow the boat will be able to access what was originally supposed to be public access. Therefore, this goes against the policy which states *"the Commission as an agency is committed to protecting coastal natural resources and providing public access and lower-cost recreation opportunities for everyone."* The Nation also feels this settlement goes against the policy as it states *"The Commission will use its legal authority to ensure equitable access to clean, healthy, and accessible coastal environments for communities that have been disproportionately overburdened by pollution or with natural resources that have been subjected to permanent damage for the benefit of wealthier communities."*

The Nation requests that the Commission require the amount of land dedicated to provide value to the public through public access and conservation easements equates to the value/total amount of administrative and civil liability penalties that could be collected for unpermitted development and public access violations. As it states in the consent agreement, *"Del Norte County has some of, if not the most affordable real estate on the California coast, and because nearly all of the Property is zoned agricultural, any monetary valuation of the public access easement and land dedications will tend to be low compared to the rest of the state...the public benefits here are farther down the monetary scale."* The Commission will not truly hold Reservation Ranch accountable for the decades of public access violations if it agrees to this being adequate public access in lieu of administrative civil penalty. The Nation feels that there is not adequate environmental justice being provided with the properties included for 26 acres of public access in comparison to what the administrative civil penalties would be 26 acres equates to approximately 1.5% of the total 1668 acres of property that makes up Reservation Ranch. While it would still be inadequate due to the large fines associated with the violations, the Nation recommends that Coastal Commission make any proposed easements within the parcels identified in the 2020 NOI. The area of Reservation Ranch adjacent to Clifford Kamph Memorial Park is fraught with a long history of improperly-processed Coastal Development Permits (within Del Norte County's jurisdiction).

19.1.A:

The proposed public access easement encompasses an area of Tillas Island, known to Tolowa dee-ni' as Srdvn-das-'a~. It is recorded with the Native American Heritage Commission and has been issued a site identification number on the Sacred Lands Inventory (NAHC Site Number N-DNO-103). The Nation acknowledges Enforcement staff efforts to restore public access to ~10 acres at the northern end of the island. In order to protect cultural resources on site the Nation requests that the entire island be designated as a cultural conservation area, recorded as an official cemetery, and nominated to the

State and Federal Registers of Historic Places. Srdvn-das-'a~ is a village site, burial ground, and massacre site. It is the signatory site of the 1855 Tolowa Treaty, part of the area of our Genesis, and part of our original reservation.

Both the Reservation Ranch property owner and the current operator, Alexandre Dairy, have a long history of profiting off of private access to fishing and hunting locations that should have remained publicly accessible. As such, any restrictions on hunting or fishing included as part of public access negotiations should also restrict any future paid access for hunting or fishing to the property, and the Commission should work with the California Department of Fish and Wildlife to ensure that the property cannot be enrolled in "pay-to-play" hunting programs such as the Private Land Management tag allocation program.

The easement outlined in the Consent Agreement provides opportunity for dedication to an entity. The Tolowa Dee-ni' Nation requests dedication of this public access easement to the Nation. The Nation has also repeatedly requested special consideration for conservation, cultural and/or public access areas or easements to be included in the Restoration Orders as dedicated to the Nation. These requests are made on the basis that the entire Reservation Ranch property is encompassed in the original 40,000+ acre reservation of the Tolowa Dee-ni' that was designated by the Secretary of Interior in 1856.

19.3.A:

The Nation asserts that both areas proposed for conservation easements and grants of fee title are inadequate to mitigate for any portion of damage to the environment, unpermitted development or public access to the APNs listed in the 2020 NOI. The Nation has repeatedly asserted our desire for any opportunity for return/transfer of land within the Commission's purview and the Tolowa Dee-ni' Nation requests dedication on both conservation easement areas to the Tolowa Dee-ni' Nation: the 14-acre Spruce Creek forested area, and Clifford Kamph Memorial Park.

19.3.C:

The proposed 2-acre Oceanfront Blufftop property contains a recorded archeological site eligible for nomination to the National Register of Historic Places. Additionally, it is located in the Tr'u-luu-k'wvt (Pyramid Point) Marine Protected Area and as such will not mitigate for loss of fishing access to the public. Cultural resources suffer ongoing negative impacts due to the creation of illegal public access points and campsites by campers utilizing Clifford Kamph Memorial Park. To increase public access and recreational activities in this area serves to further perpetuate desecration of sacred lands and cultural resources. Increased development and recreational activities in this active cultural landscape has diminished annual returns of lhwmsr (surf smelt) a critical subsistence species to the Tolowa. The Nation requests further consultation and special closures to the area to protect tribal subsistence fishing and beneficial uses, while preventing further desecration to trust resources.

The Nation requests the Commission review previous public comments submitted by the Nation and its citizens to the Commission regarding this property's development and resulting negative impacts to cultural resources, and to request transfer of land to protect these resources dating from 1988-1992. These comments fell on deaf ears and have resulted in irreversible damage to resources and trust in the regulatory abilities of the Commission.

20.0:

The Nation opposes that this Consent Agreement settles the Commission's monetary claims for relief from Reservation Ranch for the violations of the Coastal Act specified in Section 6.2 as described in comments above provided by the Nation that the Consent Agreement is insufficient.

The Nation urges the Commission to consider the Nation's comments and requests through the lens of environmental justice. We kindly remind the Commission of the Environmental Justice Policy adopted by the California Coastal Commission which acknowledges that although our Tribal community depends on access to our ancestral lands on

the coast to maintain our cultural traditions and identity, unfortunately our unique vested interest and perspective is frequently overlooked. The Nation asks the Commission to base their decisions and act to include our requests in the Restoration Orders because through the Environmental Justice Policy the Commission has committed to *"application of traditional ecological knowledge, as well as access to and protection of areas of cultural significance, ethnobotanical resources, traditional fishing and gathering areas, and sacred sites."*

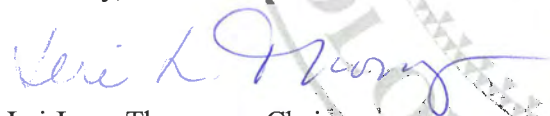
Additional comments for consideration:

The Nation reiterates that the timeline given for review, consideration, and comment on this proposed Consent Agreement was wholly inadequate and insufficient to respond comprehensively with our concerns regarding an issue that has taken considerable resources to engage in over the past two years. The Nation's leadership and staff have spent thousands of hours in combination to attempt consultation, engage with agencies issuing violations, and support Commission staff's investigation. The Nation was given four business days to review and comment on the resulting document, which is insufficient to provide thorough comment. The Nation still has concerns regarding this Consent Agreement beyond what is captured in these comments, including but not limited to:

- Historical inaccuracies included in the Staff Report
- Mitigation in lieu of penalties
- Content and scope of required plans
- Inaccurate reflection of Agreement provisions as restoration, enhancement, or mitigation
- Additional environmental justice considerations

The Tolowa Dee-ni' Nation thanks you for your time and attention to these comments. Please direct any questions or responses to the Nation's Executive Director, Troy Ralstin (troy.ralstin@tolowa.com, 707-487-9255) or Tribal Heritage Preservation Officer, Cynthia Ford (cynthia.ford@tolowa.com, 707-487-9255).

Sincerely,



Jeri-Lynn Thompson, Chairperson
On behalf of the Tribal Council

July 8, 2022

California Coastal Commission
45 Fremont Street, Suite 2000
San Francisco, CA 94105

Dear Commissioners:

Subject: California Coastal Commission (Commission) Consent Cease and Desist Order No. CCC-22-CD-02, Consent Restoration Order No. CCC-22-RO-01 and Consent Administrative Penalty No. CCC-22-AP3-01

The North Coast Regional Water Quality Control Board (Regional Water Board) has reviewed the California Coastal Commission June 30, 2022, Staff Report with recommendations of approval for a Consent Cease and Desist Order, Consent Restoration Order, and Consent Administrative Penalty to address Coastal Act violations at Reservation Ranch in Del Norte County.

The Regional Water Board issued a Cleanup and Abatement Order to Reservation Ranch on April 21, 2021, to remedy unauthorized waste discharges and water quality impacts to Islas Slough and the Main, West, and East Forks of Tillas Slough. The Regional Water Board finds that the Staff Report's recommended remedial actions align with the objectives and requirements of our Cleanup and Abatement Order. We look forward to working with the California Coastal Commission in our shared responsibilities to oversee implementation of the actions associated with the Commission's Consent Agreements and our Cleanup and Abatement Order. The Regional Water Board supports the approval and following implementation of this agreement.

Please contact me via email at Matt.St.John@waterboards.ca.gov, or via phone at (707) 570-3762 if you have any questions.

Sincerely,

Matthias St. John
Executive Officer



To: California Coastal Commission

07/11/22

I am currently the president of the Del Norte County Farm Bureau and the owner of a Agricultural business in Del Norte County.

I am in support of resolving the issues associated with Reservation Ranch. Reservation Ranch has been a very significant contributor to the economy here in Del Norte County for many, many, many years.

I believe it needs to continue in the dairy, Agricultural business. We need to maintain and preserve our prime Agricultural lands as they are vital to our rural community. The Ranch (Reservation Ranch) contributes hundreds of thousand of dollars in wages paid and vendor support for other business in the county.

Please resolve the issues.

Thankyou

A handwritten signature in blue ink, appearing to read 'Rob Miller', written over a horizontal line.

Rob Miller
Farm Bureau President

241 W First St, Suite B, Smith River, CA 95567
(707) 951-0400 DelNorteFarmBureau@charter.net

WESTERNUNITEDDAIRIES

July 8, 2022

Robert Modellmog
California Coastal Commission
455 Market Street, Suite 300
San Francisco, CA 94105

Via email: Robert.Modellmog@coastal.ca.gov

Regarding: **Reservation Ranch, Del Norte County**

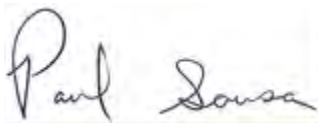
Dear Mr. Modellmog:

Western United Dairies (WUD) appreciates the opportunity to provide support for the current agreement regarding Reservation Ranch which is an agenda item on the Commission's July 14 meeting agenda. WUD is the largest dairy farmer trade organization in California spanning the entirety of the state from Del Norte County to Southern California. The organization represents the diversity of dairy production in the state from organic, conventional, and grass-fed farming practices.

This agreement is important to this business, but also to the overall health of the dairy industry in the county and in the region. For dairies to have the support of local businesses it is important to maintain a sufficient presence to support these local businesses. Every farm is important in maintaining that local support. There is also the importance of maintaining Prime Agricultural land as agreed to in the County's LCP.

We are happy that both parties have come to an amicable resolution that protects the vitality of the agricultural land, protects the environment, and will help improve the fisheries resources within the estuary of the Smith River. WUD supports moving forward with the current agreement.

Sincerely,



Paul Sousa
Western United Dairies



DAHLSTROM & WATT BULB FARMS, INC.

P.O. BOX 120 • SMITH RIVER, CALIFORNIA 95567 U.S.A.

PHONE: (707) 487-3961 FAX: (707) 487-1515

"Growers for a Growing World"

To: California Coastal commission

July 11, 2022

Hello, we are Rob and Kara Miller, owners of an Agricultural business in Del Norte County. Our business was established in 1958. We are in support of resolving the Coastal Commission issues with Reservation Ranch property.

The Prime Agricultural land located in Del Norte County needs to be maintained. The economy is very dependent on Agricultural Business that is still operating in our area. Reservation Ranch has been a large contributor with payroll and vender payments to help support many families in our local rural community thrive.

Please resolve the issues.

Thank you

Rob and Kara Miller
Owners of Dahlstrom & Watt Bulb Farms, Inc



1629 County Road E | 511 9TH Street
Willows, Ca 95988 | Crescent City, Ca 95531

July 10, 2022

California Coastal Commission
ATTN: Rob Modellmog

RE: Agreement on the Matter of Reservation Ranch, Smith River, CA

Dear Rob and members of the Commission:

I am writing on behalf of Rumiano Cheese Company, a 103 year old family business that has been operating throughout Northern California and is a pioneer in organic dairy.

We have done business with the current and previous operators of Reservation Ranch(aka Smith River Ranch) and have a multi-generational relationship with the dairy on this site. We are pleased and support the reaching of the agreement to ensure that sustainable agriculture can continue on this site and throughout the Smith River area.

Ecologically sound, regenerative agriculture is essential for the economic health and land management of these areas. We speak from our experience with 27 farming families across Humboldt and Del Norte Counties who are the models for organic, pasture-raised animal agriculture in the United States. We believe continuing this active management of appropriate dairy will improve the well-being of the lands and communities it supports.

We know that striking this balance is difficult and applaud the efforts of the parties and the Commission. Thank you on behalf of our farmers, our nearly 300 employees and the ownership of Rumiano Cheese Company.

Sincerely,

A handwritten signature in black ink, appearing to be "JBaird", written in a cursive style.

Joseph Baird
Chief Executive Officer

Rumiano Cheese Company
P.O. Box 305m Crescent City, CA 95531 | P.O. Box 863, Willows, CA 95988
(707) 465-1535 ph. • (707) 465-4141 fax | (530) 934-5438 ph. • (530) 934-5114 fax
www.rumianocheese.com

To: California Coastal Commission

07/11/22

To whom this concerns,

I am writing this letter of support to resolve your issues with Reservation Ranch,

I am a current Agricultural business owner and a 50+ year resident of the Smith River Valley. I am a member of Tolowa Deeni Nation, and past Tribal Chairperson for over 15+ years, I understand the dynamics of our community working together to thrive and be successful.

It is vital to our rural community to protect our agricultural lands and insure our way of life for all our residents. The agricultural industry has been vital in insuring we can all live and work here. Reservation Ranch has provided employment and support of our local businesses for many years in our community.

I ask you to protect the agricultural industry for the sake of our community and all its residents. Farmers and ranchers are excellent stewards of the land and protect the environment. The proof is the beautiful Smith River Valley we all live and work in on a daily basis.

I urge you to resolve the issues before you, so we may continue to protect the vitality of the prime agricultural land, protect the environment and keep our rivers and families healthy.

Thankyou

A handwritten signature in blue ink, appearing to read 'Kara Miller', with a stylized flourish at the end.

Kara Miller
Resident of Smith River

Moddelmog, Robert@Coastal

From: LYNN LORENZ <lynnierlo@aol.com>
Sent: Tuesday, July 5, 2022 2:37 PM
To: Moddelmog, Robert@Coastal
Subject: Reservation Ranch

To the attention of Robert
Moddelmog

This email is to show support of what the Coastal Commission is doing in Del Norte re Reservation Ranch.

I am very supportive of the CCC's work and have had occasion to observe them in action several times, particularly regarding Banning Ranch. I did volunteer work during a two year period for BR and still write about their success in the local online newspapers in Newport Beach.

There is nothing more valuable in California than its pristine coastline and the preservation of natural habitats. I am very cognizant of the important role of the CCC in this regard.

Sincerely,

Lynn Lorenz

434 Redlands Ave.

Newport Beach, Ca 92663

Sent from my iPhone

Moddelmog, Robert@Coastal

From: Nancy Skinner <jskinnermd@aol.com>
Sent: Tuesday, July 5, 2022 3:08 PM
To: Moddelmog, Robert@Coastal
Subject: Letter of Support --- Reservation Ranch Coastal Commission Consent Agreement

Dear Chair Bronswsey and Commissioners:

I think it is time for our nation to stand up and protect the rights and agreements made with all native Americans. Please use your considerable authority to do so with the Tolowa Dee-ni Nation as it involves their ancestral and reservation lands in the area of Reservation Ranch. I'm sure you are aware of the issues involved with this request and I'm counting on you to do the right thing for the Tolowa Dee-ni Nation. Thank you.

Most sincerely,

Nancy Skinner
1724 Highland Drive
Newport Beach, CA 92660
jskinnermd@aol.com

Moddelmog, Robert@Coastal

From: Penny Elia <greenp1@cox.net>
Sent: Monday, July 11, 2022 3:20 PM
To: Moddelmog, Robert@Coastal
Subject: 9.1 - 9.3 Consent Cease and Desist Order No. CCC-22-CD-02 (Reservation Ranch, Del Norte County) - Comments

Good afternoon -

While I am reserving the majority of my comments for the hearing on Thursday, I wanted to commend staff for their very obvious hard work on this consent cease and desist order. Progress has definitely been made.

This is a very difficult case. The century plus of devastating impacts to this precious land and natural resources can never really be resolved or rectified fully by the Coastal Commission, nor can the injustices to the Tolowa Dee-ni' Nation be remedied by this order, but what we have here is a good start to opening doors to more opportunities in the future.

I hope to share more thoughtful consideration of the order with staff and the Commissioners on Thursday, and appreciate the opportunity to support a mechanism for moving forward and bringing some healing to this land and its First People.

Respectfully submitted,

Penny Elia
Laguna Beach, CA