

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 9**

IN THE MATTER OF: )

SANTA CLARA WASTE WATER TREATMENT )  
PLANT EMERGENCY REMOVAL SITE, )

SANTA CLARA WASTE WATER COMPANY, )  
SETTLING PARTY. )

) Docket No. CERCLA-09-2021-08  
)  
) PROCEEDING UNDER  
) SECTION 122(h)(1) of CERCLA  
) 42 U.S.C. § 9622(h)(1)  
)

**CERCLA SECTION 122(h)(1) SETTLEMENT**

1. This Settlement Agreement (“Settlement”) is entered into pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency (“EPA”) by Section 122(h)(1) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (“CERCLA”), 42 U.S.C. § 9622(h)(1), which authority was delegated to the Regional Administrators of EPA by EPA Delegation No. 14-14-D and was further delegated in EPA Region 9 to the Director of the Superfund Division (now the “Superfund & Emergency Management Division”) by Region 9 Delegation No. R9 14-14D, dated May 2018.

2. This Settlement concerns the Santa Clara Waste Water Treatment Plant Emergency Removal Site (“Site”), located at 815 Mission Rock Road in Santa Paula, Ventura County, California, which EPA alleges is a “facility” as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

3. The parties to this Settlement are the Santa Clara Wastewater Company (“Settling Party”), and EPA, collectively referred to as “the Parties.” This Settlement is binding upon EPA and upon Settling Party and their successors and assigns.

4. On November 18, 2014, EPA was notified of an explosion and fire at the Facility. EPA promptly mobilized on-Site with its contractors and undertook a removal action at the Site (“Removal Action”) pursuant to CERCLA to address a potential release of hazardous substances. EPA incurred response costs pursuant to Section 104(a) of CERCLA, 42 U.S.C. § 9604(a), for the Removal Action.

5. EPA has incurred costs, including but not limited to direct and indirect costs, that EPA or the U.S. Department of Justice on behalf of EPA has paid at or in connection with the Removal Action at the Site through the “Effective Date,” as noted in Paragraph 20, plus accrued Interest on all such costs through such date (“Response Costs”).

6. EPA alleges that Settling Party is a responsible party pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and liable for EPA’s Response Costs.

7. Settling Party shall pay EPA \$111,000 for Response Costs. Within 30 calendar days of the effective date as defined in Paragraph 20 ("Effective Date"), Settling Party shall pay \$37,000. Within one year of the Effective Date, Settling Party shall pay \$37,000. Within two years of the Effective Date, Settling Party shall pay \$37,000. If the due date for any of the payments required under this paragraph falls on a Saturday, Sunday, or federal holiday, the due date shall be the close of business of the next working day.
8. Unless a different method is requested by EPA, the Settling Party shall make payment to EPA on-line at [www.Pay.gov](http://www.Pay.gov), which accepts bank account ACH. To obtain EPA's Miscellaneous Payment Form, go to <https://www.pay.gov/public/form/start/11751879>. Complete the form with the due date, Site Name, and SSID#: A973.
9. EPA will deposit the total payment into the EPA Hazardous Substance Superfund.
10. At the time of payment, Settling Party shall send notice that payment has been made to Elaine Chan, Cost Recovery Specialist, U.S. EPA, Region 9, at "chan.elaine@epa.gov" and to the EPA Cincinnati Finance Center at "cinwd\_acctsreceivable@epa.gov". Such email notice shall reference Site/Spill ID Number A973 and the EPA docket number for this matter CERCLA-09-2021-08.
11. If Settling Party fails to make the payment required by Paragraph 7, above, Interest pursuant to 26 U.S.C. § 9507 shall accrue on the unpaid balance from the Effective Date through the date of payment, and Settling Party shall pay to EPA, as a stipulated penalty, \$500 for each day that payment is late for the first day through twentieth day, and \$1,000 for each day for the twenty-first day and beyond. Any such stipulated penalties are due and payable within 30 days after the date of demand for payment of the penalties by EPA. Penalties shall accrue as provided above regardless of whether EPA has notified Settling Party, but payment need only be made upon demand.
12. Upon completion of Settling Defendant's total payment of \$111,000 in accordance with this Settlement, EPA's lien on the property located at 815 Mission Rock Road in Santa Paula, Ventura County, California, recorded with the Ventura County Clerk and Recorder on January 30, 2017, shall be released.
13. EPA covenants not to sue or take administrative action against Settling Party pursuant to Section 107(a) of CERCLA to recover EPA's Response Costs. This covenant is effective on the Effective Date and is conditioned on Settling Party's payment in accordance with this Settlement. This covenant extends solely to Settling Parties and does not extend to any other person.
14. EPA reserves all rights against Settling Party with respect to all other matters, including but not limited to: a) liability for failure to make payment as required by this Settlement; b) liability for costs incurred or to be incurred by the United States that are not within the definition of EPA's Response Costs; c) liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606; d) criminal liability; and e) liability for damages for injury to, destruction of, or loss of natural resources, and for the costs of any natural resource damage assessments. EPA further reserves all rights as to any matter relating in any way to the Site against any person who is not a party to this Settlement.

15. Settling Party covenants not to sue and agrees not to assert any claims or causes of action against the United States (including its departments, agencies, and instrumentalities), or its contractors or employees, with respect to EPA's Response Costs, EPA's response actions taken at the Site, or this Settlement, including, but not limited to, any claim against the Hazardous Substance Superfund. This Settlement does not constitute approval or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

16. The Parties agree that this Settlement constitutes an administrative settlement pursuant to which Settling Party has, as of the Effective Date, resolved liability to the United States within the meaning of Sections 113(f)(2) and 122(h)(4) of CERCLA, 42 U.S.C. §§ 9613(f)(2) and 9622(h)(4), and is entitled, as of the Effective Date, to protection from contribution actions or claims as provided by Sections 113(f)(2) and 122(h)(4) of CERCLA, or as may be otherwise provided by law, for the "matters addressed" in this Settlement. The "matters addressed" in this Settlement are EPA's Response Costs. The Parties further agree that this Settlement is an administrative settlement pursuant to which Settling Party has, as of the Effective Date, resolved liability for EPA's Response Costs to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

17. This Settlement does not constitute an admission of any liability by Settling Party. Settling Party retains the right to contest all findings and allegations contained in this Settlement, except in any proceeding to implement or enforce the terms of this Settlement.

18. Each signatory to this Settlement certifies that he or she is authorized to enter into this Settlement and to bind legally the party represented by him or her.

19. This Settlement shall be subject to a public comment period of at least 30 days pursuant to Section 122(i) of CERCLA, 42 U.S.C. § 9622(i). In accordance with Section 122(i)(3) of CERCLA, EPA may withhold its consent or seek to modify this Settlement if comments received disclose facts or considerations that indicate that this Settlement is inappropriate, improper, or inadequate.

20. The Effective Date of this Settlement Agreement shall be the date upon which EPA issues written notice that the public comment period pursuant to Paragraph 19 has closed and the EPA has determined not to withhold its consent or seek to modify this Settlement Agreement based on the comments received, if any.

**IT IS SO AGREED:**

For U.S. Environmental Protection Agency:

**PETER GURIA**

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GURIA  
Date: 2021.05.26 23:01:23  
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Peter Guria, Assistant Director  
Superfund and Emergency Management Division  
U.S. Environmental Protection Agency, Region 9

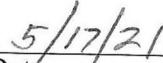
Signature Page for CERCLA Section 122(h)(1) Settlement Regarding the Santa Clara Waste Water Treatment Plant Emergency Removal Site

**FOR SANTA CLARA WASTEWATER COMPANY:**

NAME & ADDRESS OF SETTLING PARTY: Santa Clara Waste Water Company  
P.O. Box 5386  
Oxnard, CA 93036

NAME & TITLE OF SIGNATORY: George Flack, CFO  
18439 Victoria Bay Dr.  
Cornelius, NC 28031  
Email: [gflack@greencompassenv.com](mailto:gflack@greencompassenv.com)

  
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Signature

  
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Date