

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 8
UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE REGION 2

2015 JUN 11 AM 10:50

FILED
EPA REGION VIII
HEARING CLERK

IN THE MATTER OF:)	SETTLEMENT AGREEMENT
)	FOR RECOVERY OF PAST
)	RESPONSE COSTS AND
)	CONCERNING CERTAIN
)	FUTURE RESPONSE COSTS
Iron Springs Mining District Site)	
Uncompahgre National Forest)	CERCLA Docket No. <u>CERCLA-08-2015-0005</u>
San Miguel County, Colorado)	
)	
Union Oil Company of California, Inc.)	
SETTLING PARTY)	PROCEEDING UNDER SECTION
)	122(h)(1) OF CERCLA
_____)	42 U.S.C. § 9622(h)(1)

**SETTLEMENT AGREEMENT
FOR RECOVERY OF RESPONSE COSTS**

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I. JURISDICTION

1. This Settlement Agreement is issued under the authority vested in the President of the United States by Section 122(h) of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. § 9622, as amended (CERCLA). This authority was delegated to the Administrator of U.S. Environmental Protection Agency (EPA) and the Secretary of the Department of Agriculture on January 23, 1987, by Executive Order 12580, 52 Fed. Reg. 2923 (Jan. 29, 1987), as amended. The authority was further delegated by the EPA Administrator to Regional Administrators on May 11, 1994, by EPA Delegation No. 14-14-D and by Secretary of the Department of Agriculture to the Chief of the Forest Service (Chief) by 7 C.F.R. § 2.60(a)(39). The Chief's authority was re-delegated to Regional Foresters, pursuant to the Forest Service Manual 2164.04c, 2.1, effective November 10, 1994. The authority delegated to the Regional Administrator of EPA Region 8 was further delegated jointly to supervisors in the Legal Enforcement and Technical Enforcement Programs by EPA Delegation No. 14-14-D.

2. This Settlement Agreement is made and entered into by EPA and United States Department of Agriculture Forest Service (USFS) (collectively the "Agencies"), and Union Oil Company of California, Inc. (Settling Party). Settling Party consents to and will not contest the Agencies' authority to enter into this Settlement Agreement or to implement or enforce its terms.

II. BACKGROUND

3. This Settlement Agreement concerns the Site, including the North Star Mill and Carbonero Tailings areas of the Site (all as defined below), located near the Town of Ophir, San Miguel County, Colorado. The Agencies allege that the Site is a "facility" as defined by Section 101(9) of CERCLA, 42 U.S.C. § 9601(9).

4. In response to the release or threatened release of hazardous substances at or from the Site, the Agencies undertook response actions at the North Star Mill and Carbonero Tailings within the Site pursuant to Section 104 of CERCLA, 42 U.S.C. § 9604. Pursuant to CERCLA and Executive Order 12580, USFS is the lead agency for response actions on NFS lands within the Site, and EPA is the lead agency for response actions on privately owned lands at the Site.

5. In performing the response actions, the Agencies have incurred response costs at or in connection with the Site.

6. The Agencies allege that Settling Party is a responsible party pursuant to Section 107(a) of CERCLA, 42 U.S.C. § 9607(a), and is liable for response costs incurred or to be incurred at or in connection with the Site. Settling Party denies those allegations.

7. The Agencies and Settling Party recognize that this Settlement Agreement has been negotiated in good faith and that this Settlement Agreement is entered into without the admission or adjudication of any issue of fact or law. The payments made by Settling Party in accordance with this Settlement Agreement do not constitute an admission of any liability by Settling Party. Settling Party does not admit, and retains the right to controvert in any subsequent proceedings other than proceedings to implement or enforce this Settlement Agreement, the validity of the facts or allegations contained in this Section.

III. PARTIES BOUND

8. This Settlement Agreement shall be binding upon the Agencies, Settling Party, and their respective successors and assigns. Any change in ownership or corporate or other legal status of Settling Party, including but not limited to, any transfer of assets or real or personal property, shall in no way alter Settling Party's responsibilities under this Settlement Agreement. Each signatory to this Settlement Agreement certifies that he or she is authorized to enter into the terms and conditions of this Settlement Agreement and to bind legally the party represented by him or her.

IV. DEFINITIONS

9. Unless otherwise expressly provided in this Settlement Agreement, terms used in this Settlement Agreement that are defined in CERCLA or in regulations promulgated under CERCLA shall have the meanings assigned to them in CERCLA or in such regulations. Whenever terms listed below are used in this Settlement Agreement or its appendices, the following definitions shall apply:

"Agencies" shall mean the United States Environmental Protection Agency and the United States Department of Agriculture Forest Service.

"Carbonero Tailings" shall mean the area of the Site east of Ophir where the USFS conducted a non-time critical removal action in 2010. The Carbonero Tailings shall include the area described in more detail in the USFS 2010 Action Memorandum for the Carbonero Tailings and further described in the USFS's July 27, 2011 Construction Completion Report, Carbonero Mine Tailings Site, and is depicted in the map in Appendix A.

"CERCLA" shall mean the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §§ 9601-9675.

"Day" or "day" shall mean a calendar day. In computing any period of time under this Settlement Agreement, where the last day would fall on a Saturday, Sunday, or federal or State holiday, the period shall run until the end of the next working day.

"DOJ" shall mean the U.S. Department of Justice and its successor departments, agencies, or instrumentalities.

"Effective Date" shall mean the effective date of this Settlement Agreement as provided by Section XV.

"EPA" shall mean the United States Environmental Protection Agency and its successor departments, agencies, or instrumentalities.

"EPA Hazardous Substance Superfund" shall mean the Hazardous Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

"Future Response Costs" shall mean all costs, including, but not limited to, direct and indirect costs, that the United States may incur after the Effective Date for future response

actions at or in connection with the North Star Mill or Carbonero Tailings, plus Interest accrued thereon, if any.

“Interest” shall mean interest at the rate specified for interest on investments of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507, compounded annually on October 1 of each year, in accordance with 42 U.S.C. § 9607(a). The applicable rate of interest shall be the rate in effect at the time the interest accrues. The rate of interest is subject to change on October 1 of each year. Rates are available online at http://www.epa.gov/ocfopage/finstatement/superfund/int_rate.htm.

“Iron Springs Special Account” shall mean the special account, within the EPA Hazardous Substance Superfund, established for the Site by EPA pursuant to Section 122(b)(3) of CERCLA, 42 U.S.C. § 9622(b)(3).

“National Contingency Plan” or “NCP” shall mean the National Oil and Hazardous Substances Pollution Contingency Plan promulgated pursuant to Section 105 of CERCLA, 42 U.S.C. § 9605, codified at 40 C.F.R. Part 300, and any amendments thereto.

“NFS lands” shall mean National Forest System lands that are administered by USFS pursuant to Federal Law.

“North Star Mill” shall mean the area of the Site east of Ophir where the EPA conducted a time critical removal action in 2009. The North Star Mill shall include the area described in more detail in the August 2009 EPA Action Memorandum for the North Star Mill Tailings Site. The North Star Mill includes the patented North Star Mill Site claim (M.S. 20302), and the mine waste repository constructed by EPA as part of the 2009 removal action. The North Star Mill is generally depicted in the map attached as Appendix A.

“Paragraph” shall mean a portion of this Settlement Agreement identified by an Arabic numeral or an upper or lower case letter.

“Parties” shall mean EPA, USFS, and Settling Party.

“Past Response Costs” shall mean all costs, including but not limited to direct and indirect costs, that the Agencies or the U.S. Department of Justice on behalf of the Agencies have paid or incurred at or in connection with the Site through the Effective Date.

“RCRA” shall mean the Solid Waste Disposal Act, 42 U.S.C. §§ 6901-6992 (also known as the Resource Conservation and Recovery Act).

“Section” shall mean a portion of this Settlement Agreement identified by a Roman numeral.

“Settlement Agreement” shall mean this Settlement Agreement and any attached appendices. In the event of conflict between this Settlement Agreement and any appendix, the Settlement Agreement shall control.

“Settling Party” shall mean Union Oil Company of California, Inc., a California corporation.

“Site” shall mean the Iron Springs Mining District as depicted in the map attached as Appendix A. The Site includes NFS lands, the Town of Ophir and other privately owned lands, and the area near and below the confluence of the Howard Fork and Lake Fork Rivers where the Silver Bell Mill and other structures are or were located, including the Roanoke Placer Mining Claim.

“United States” shall mean the United States of America and each department, agency, and instrumentality of the United States, including EPA and USFS.

“USDA” shall mean the United States Department of Agriculture.

“USFS” shall mean the United States Department of Agriculture Forest Service and its successor departments, agencies, or instrumentalities.

V. PAYMENT OF RESPONSE COSTS

10. Payment by Settling Party for EPA Past Response Costs. Within 30 days after the Effective Date, Settling Party shall pay to EPA \$403,300.

11. Settling Party shall make payment to EPA by check to:

U.S. Environmental Protection Agency
Government Lockbox Center Box 979076
St. Louis, Missouri 63197-9000

Such payment shall reference Site/Spill ID Number 08-QM and the EPA docket number for this action.

12. Deposit of Payment. The total amount to be paid pursuant to Paragraph 10 shall be deposited by EPA in the Iron Springs Special Account to be retained and used to conduct or finance response actions at or in connection with the Site, or to be transferred by EPA to the EPA Hazardous Substance Superfund

13. Notice of Payment. At the time of payment, Settling Party shall send notice that payment has been made to EPA in accordance with Section XI (Notices and Submissions), and to the EPA Cincinnati Finance Center (CFC) by email or by regular mail at:

EPA CFC by email: cinwd_acctsreceivable@epa.gov

EPA CFC by regular mail: EPA Cincinnati Finance Center
26 W. Martin Luther King Drive
Cincinnati, Ohio 45268

Such notice shall reference Site/Spill ID Number 08-QM and the EPA docket number for this action.

14. Payment by Settling Party of USDA Past Response Costs.

- a. Within 30 days after the Effective Date, Settling Party shall pay \$14,573.00 to the USDA and \$357,677.00 to the USDA Forest Service.
- b. USDA Payment. Settling Party shall make a check in the amount of \$14,573.00 payable to USDA Hazardous Materials Management and mail the payment to:

USDA OCFO Budget Division
Attn: Mark Gray
1400 Independence Ave. SW, Room 3445-A
Washington, DC 20250-9050*

*It is important to include the full nine digit area code: 20250-9050.

- c. Settling Parties will provide the following information with the payment:

Fund: AGDA00500D
Funds Center: DA00131300
Budget Year: FY2014
Reimbursable Agreement Reference: HMMA-2014-OGC
Site Name: Iron Springs Mining District
Forest Service Region: Rocky Mountain (Region 2)

15. Forest Service Payment. Settling Parties shall make check in the amount of \$357,677.00 payable to the USDA Forest Service and send it to:

USDA Forest Service, Albuquerque Service Center
Attn: Unit Collection Officer
101B Sun Avenue NE
Albuquerque, NM 87109

The payment shall reference the Iron Springs Mining District and provide Brian Lloyd (303-275-5457) as the informational contact (not the recipient) for the payment.

16. Notice of Payment. Notice of Payments made to USDA and the USFS shall be made pursuant to the requirements of Section XI (Notices and Submissions) below.

VI. FAILURE TO COMPLY WITH SETTLEMENT AGREEMENT

17. Interest on Late Payments. If Settling Party fails to make any payment required by Paragraphs 10 or 14 (Payment by Settling Party for Past Response Costs) by the required due date, Interest shall accrue on the unpaid balance from the Effective Date through the date of payment.

18. Stipulated Penalty.

a. If any amounts due to the Agencies under Paragraphs 10 or 14 (Payment by Settling Party for Past Response Costs) are not paid by the required date, Settling Party shall be in violation of this Settlement Agreement and shall pay to each Agency to which payment was not timely made, as a stipulated penalty, in addition to the Interest required by Paragraph 17 (Interest on Late Payments), \$500 per violation per day that such payment is late, with \$500 per violation per day due to EPA, and \$500 per violation per day due to USFS.

b. Stipulated penalties are due and payable within 30 days after the date of demand for payment of the penalties by the Agency or Agencies as applicable.

c. Settling Party shall identify all payments to EPA under this Paragraph as “stipulated penalties,” shall reference Site/Spill ID Number 08-QM and the EPA docket number for this action, and shall make payment by check to:

U.S. Environmental Protection Agency
Government Lockbox Center Box 979076
St. Louis, Missouri 63197-9000

At the time of payment, Settling Parties shall send notice that payment has been made as provided in Paragraph 13 (Notice of Payment).

d. Payments to USFS under this Paragraph shall be identified as “stipulated penalties and shall be made payable to the USDA Forest Service as specified in paragraph 15 above.

e. Penalties shall accrue as provided in this Paragraph regardless of whether the Agencies have notified Settling Party of the violation or made a demand for payment, but need only be paid upon demand. All penalties shall begin to accrue on the day after payment is due and shall continue to accrue through the date of payment. Nothing in this Settlement Agreement shall prevent the simultaneous accrual of separate penalties for separate violations of this Settlement Agreement.

19. In addition to the Interest and stipulated penalty payments required by this Section and any other remedies or sanctions available to the Agencies by virtue of Settling Party’s failure to comply with the requirements of this Settlement Agreement, Settling Party’s failing or refusing to comply with the requirements of this Settlement Agreement shall be subject to enforcement action pursuant to Section 122(h)(3) of CERCLA, 42 U.S.C. § 9622(h)(3). If the Agencies bring an action to enforce this Settlement Agreement, Settling Party shall reimburse the Agencies for all costs of such action, including but not limited to costs of attorney time.

20. Notwithstanding any other provision of this Section, the Agencies may, in their unreviewable discretion, waive payment of any portion of the stipulated penalties that have accrued pursuant to this Settlement Agreement. Payment of stipulated penalties shall not excuse Settling Party from payment as required by Section V (Payment of Response Costs) or from performance of any other requirements of this Settlement Agreement.

VII. COVENANTS BY THE EPA AND USDA

21. Covenants for Settling Party by the Agencies. Except as specifically provided in Paragraphs 22 (Changed Conditions/New Information) and 23 (General Reservations), the Agencies covenant not to sue or take administrative action against Settling Party pursuant to Sections 106 and 107(a) of CERCLA, 42 U.S.C. §§ 9606 and 9607(a) relating to the Carbonero Tailings and the North Star Mill. In addition, and except as specifically provided in Paragraph 23 (General Reservations), the Agencies covenant not to sue or take administrative action against Settling Party pursuant to Section 107(a) of CERCLA to recover Past Response Costs. These covenants shall take effect upon the Effective Date. These covenants are conditioned upon the satisfactory performance by Settling Party of its obligations under this Settlement Agreement. These covenants extend only to Settling Party and do not extend to any other person.

22. Changed Conditions/New Information. Notwithstanding any other provision of this Settlement Agreement, the Agencies reserve, and this Settlement Agreement is without prejudice to, the right to institute proceedings in this action, or to issue an administrative order, seeking to compel Settling Party to perform future response actions relating to the North Star Mill or Carbonero Tailings and/or to recover Future Response Costs if (i) conditions at the North Star Mill or Carbonero Tailings, previously unknown to the EPA or USFS are discovered, or (ii) information previously unknown to EPA or USFS is received, in whole or in part, and EPA or USFS determines that these previously unknown conditions or information together with any other relevant information indicates that the EPA or USFS removal actions taken at the North Star Mill or Carbonero Tailings are not protective of human health or the environment. For purposes of this Paragraph, the information and conditions known to the EPA and USFS will include only that information and those conditions as set forth or referenced in: (i) the report prepared for the USFS by URS Corporation titled "Iron Springs Mining District: Data Summary Report, Uncompahgre National Forest, San Miguel County, Colorado dated July 8, 2013; (ii) the data and reports posted in the EPA Scribe Data Management System under subscriber ID "Iron Springs," on the disc attached as Appendix B; and (iii), the documents provided by EPA and USFS to Settling Party under Bates numbers US000001 – US 025367 and EPA 00001 – EPA01980.

23. General Reservations. The Agencies reserve, and this Settlement Agreement is without prejudice to, all rights against Settling Party with respect to all matters not expressly included within Paragraph 21 (Covenants for Settling Party by the EPA and USDA). Notwithstanding any other provision of this Settlement Agreement, the Agencies reserve, and this Settlement Agreement is without prejudice to, all rights against Settling Party with respect to:

- a. liability for failure of Settling Party to meet a requirement of this Settlement Agreement;
- b. liability for costs incurred or to be incurred by the United States that are not within the definition of Past Response Costs or Future Response Costs;
- c. liability for injunctive relief or administrative order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606, except for the Carbonero Tailings and North Star Mill areas of the Site;

- 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.

24. Nothing in this Settlement Agreement is intended to be nor shall it be construed as a release, covenant not to sue, or compromise of any claim or cause of action, administrative or judicial, civil or criminal, past or future, in law or in equity, that the United States may have against any person, firm, corporation or other entity not a signatory to this Settlement Agreement.

VIII. COVENANTS BY SETTLING PARTY

25. Covenants by Settling Party. Settling Party covenants not to sue and agrees not to assert any claims or causes of action against the United States, or its contractors or employees, with respect to Past Response Costs, Future Response Costs, and this Settlement Agreement, including but not limited to:

- a. any direct or indirect claim for reimbursement from the EPA Hazardous Substance Superfund based on Sections 106(b)(2), 107, 111, 112, or 113 of CERCLA, 42 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;
- b. any claims arising out of the response actions at the Site for which the Past Response Costs or Future Response Costs have been or will be incurred, including any claim under the United States Constitution, the Constitution of the State of Colorado, the Tucker Act, 28 U.S.C. § 1491, the Equal Access to Justice Act, 28 U.S.C. § 2412, or at common law; and
- c. any claim pursuant to Section 107 or 113 of CERCLA, 42 U.S.C. § 9607 or 9613, Section 7002(a) of RCRA, 42 U.S.C. § 6972(a), or state law for Past Response Costs or Future Response Costs.

26. Except as provided in Paragraph 32 (res judicata and other defenses), the covenants in this Section shall not apply in the event EPA or USFS brings a cause of action or issues an order pursuant to any of the reservations in Section VII (Covenants by EPA and USDA), other than in Paragraph 23.a (liability for failure to meet a requirement of the Settlement Agreement) or 23.d (criminal liability), but only to the extent that Settling Party's claims arise from the same response action or response costs that EPA or USFS is seeking pursuant to the applicable reservation.

27. Nothing in this Settlement Agreement shall be deemed to 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).

IX. EFFECT OF SETTLEMENT/CONTRIBUTION

28. Nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement. Except as provided in Section VIII (Covenants by Settling Party), each of the Parties expressly reserves any and all rights (including, but not limited to, pursuant to Section 113 of CERCLA, 42 U.S.C. § 9613), defenses, claims, demands, and causes of action that it may have with respect to any

matter, transaction, or occurrence relating in any way to the Site against any person not a Party hereto. Nothing in this Settlement Agreement diminishes the right of the United States, pursuant to Section 113(f)(2) and (3) of CERCLA, 42 U.S.C. § 9613 (f)(2)-(3), to pursue any such persons to obtain additional response costs or response action and to enter into settlements that give rise to contribution protection pursuant to Section 113(f)(2).

29. The Parties agree that this Settlement Agreement 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 Agreement. The “matters addressed” in this Settlement Agreement are (i) all response actions taken or to be taken and all response costs incurred or to be incurred, at or in connection with the North Star Mill and Carbonero Tailings, and (ii) Past Response Costs; provided, however, that if EPA or USFS exercise rights under the reservations in Paragraph 22 the “matters addressed” in this Settlement Agreement will no longer include those response costs or response actions that are within the scope of the exercised reservation.

30. The Parties further agree that this Settlement Agreement constitutes an administrative settlement pursuant to which the Settling Party has, as of the Effective Date, resolved liability to the United States within the meaning of Section 113(f)(3)(B) of CERCLA, 42 U.S.C. § 9613(f)(3)(B).

31. Settling Party shall, with respect to any suit or claim brought by it for matters related to this Settlement Agreement, notify the Agencies in writing no later than 60 days prior to the initiation of such suit or claim. Settling Party also shall, with respect to any suit or claim brought against it for matters related to this Settlement Agreement, notify the Agencies in writing within 10 days after service of the complaint or claim upon it. In addition, Settling Party shall notify the Agencies within 10 days after service or receipt of any Motion for Summary Judgment and within 10 days after receipt of any order from a court setting a case for trial, for matters related to this Settlement Agreement.

32. In any subsequent administrative or judicial proceeding initiated by EPA or USFS, for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Party shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, *res judicata*, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the Covenants by the United States set forth in Section VII.

33. Effective upon signature of this Settlement Agreement by Settling Party, Settling Party agrees that the time period commencing on the date of its signature and ending on the date the United States receives from such Settling Party the payment(s) required by Section V (Payment of Response Costs) and, if any, Section VI (Failure to Comply with Settlement Agreement) shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by the United States related to the “matters addressed” as defined in Paragraph 29, and that, in any action brought by the United States

related to the “matters addressed,” Settling Party will not assert, and may not maintain, any defense or claim based upon principles of statute of limitations, waiver, laches, estoppel, or other defense based on the passage of time during such period. If the United States gives notice to Settling Party that it will not make this Settlement Agreement effective, the statute of limitations shall begin to run again commencing 90 days after the date such notice is sent by the United States.

X. RETENTION OF RECORDS

34. Until 10 years after the Effective Date, Settling Party shall preserve and retain all non-identical copies of records, reports, documents, and other information (including records, reports, documents, and other information in electronic form) (hereinafter referred to as “Records”) now in its possession or control, or that come into its possession or control, that relate in any manner to liability under CERCLA with respect to the Site. Each of the above record retention requirements shall apply regardless of any corporate retention policy to the contrary.

35. After the conclusion of the 10-year record retention period, Settling Party shall notify the Agencies at least 90 days prior to the destruction of any such Records and, upon request by EPA or USFS, and except as provided in Paragraph 36 (Privileged and Protected Claims), Settling Party shall deliver any such Records to the requesting agency.

36. Privileged and Protected Claims.

a. Settling Party may assert that all or part of a Record is privileged or protected as provided under federal law, provided Settling Party complies with Paragraph 36.b, and except as provided in Paragraph 36.c.

b. If Settling Party asserts a claim of privilege or protection, it shall provide the requesting agency with the following information regarding such Record: its title; its date; the name, title, affiliation (e.g., company or firm), and address of the author, each addressee, and of each recipient; a description of the Record’s contents; and the privilege or protection asserted. If a claim of privilege or protection applies only to a portion of a Record, Settling Party shall provide the Record to the requesting agency in redacted form to mask the privileged or protected information only. Settling Party shall retain all Records that it claims to be privileged or protected until the requesting agency has had a reasonable opportunity to dispute the privilege or protection claim and any such dispute has been resolved in the Settling Party’s favor.

c. Settling Party may make no claim of privilege or protection regarding:

(1) any data regarding the Site, including but not limited to, all sampling, analytical, monitoring, hydrogeologic, scientific, chemical, radiological, or engineering data, or the portion of any other Record that evidences conditions at or around the Site; or

(2) the portion of any Record that Settling Party is required to create or generate pursuant to this Settlement Agreement.

37. Business Confidential Claims. Settling Party may assert that all or part of a Record submitted to EPA or USFS under this Section (Retention of Records) is business

confidential to the extent permitted by and in accordance with Section 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. 2.203(b). Settling Party shall segregate and clearly identify all Records or parts thereof submitted under this Settlement Agreement for which Settling Party asserts a business confidentiality claim. Records submitted to EPA or USFS determined to be confidential by EPA or USFS will be accorded the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of confidentiality accompanies Records when they are submitted to EPA or USFS, or if EPA or USFS have notified Settling Party that the Records are not confidential under the standards of Section 104(e)(7) of CERCLA or 40 C.F.R. Part 2 Subpart B, the public may be given access to such Records without further notice to Settling Party.

38. Settling Party certifies that, to the best of its knowledge and belief, after thorough inquiry, (i) it has not altered, mutilated, discarded, destroyed, or otherwise disposed of any Records (other than identical copies) relating to its potential liability regarding the Site since the receipt of the EPA Region 8 letter dated February 8, 2012 addressed to Settling Party's parent corporation titled: Re: General Notice of Superfund Liability and Request for Information Pursuant to Sections 104 and 107 of CERCLA for the Iron Springs Mining District, San Miguel County, Colorado, Superfund Spill Identification 08-QM; and (ii) it has fully complied with any and all EPA or USFS requests for information regarding the Site pursuant to Sections 104(e) and 122(e)(3)(B) of CERCLA, 42 U.S.C. §§ 9604(e) and 9622(e)(3)(B), Section 3007 of RCRA, 42 U.S.C. § 6927, and state law.

XI. NOTICES AND SUBMISSIONS

39. Whenever, under the terms of this Settlement Agreement, notice is required to be given or a document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below, unless those individuals or their successors give notice of a change to the other Parties in writing. Except as otherwise provided, notice by email (if that option is provided below) or by regular mail in accordance with this Section satisfies any notice requirement of this Settlement Agreement regarding such Party.

As to EPA:

Amelia Piggott, ENF-L
EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
piggott.amelia@epa.gov
303.312.6410

Mike Rudy, ENF-RC
EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
rudy.mike@epa.gov
303.312.6332

As to USFS:

Brian Lloyd
Regional Environmental Engineer
USDA Forest Service Region 2
740 Simms Street
Golden, CO 80401
balloyd@fs.fed.us
303.275.5551

Diane M. Connolly
Office of the General Counsel, Mountain Region
740 Simms Street
Golden, CO 80401
diane.connolly@ogc.usda.gov
303.275.5551

As to Settling Party:

Eve W. Barron, Esq.
P.O. Box 4368
Houston, TX 77210
E-Mail: EveBarron@chevron.com

Mr. Ian Robb
Chevron Environmental Management Company
6101 Bollinger Canyon Road
Room 5390
San Ramon, CA 94583
E-Mail: IanRobb@chevron.com

President
Chevron Environmental Management Company
6101 Bollinger Canyon Road
San Ramon, CA 94583

XII. INTEGRATION/APPENDICES

40. This Settlement Agreement and its appendices constitute the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in this Settlement Agreement. The Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Settlement Agreement. The following appendices is attached to and incorporated into this Settlement Agreement: Appendix A, a map of the Site, including the Carbonero Tailings and the North Star Mill areas.

XIII. PUBLIC COMMENT

41. This Settlement Agreement 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, the Agencies may modify or withdraw their consent to this

Settlement Agreement if comments received disclose facts or considerations that indicate that this Settlement Agreement is inappropriate, improper, or inadequate.

XIV. ATTORNEY GENERAL APPROVAL

42. The Attorney General or his or her designee has approved the settlement embodied in this Settlement Agreement in accordance with Section 122(h)(1) of CERCLA, 42 U.S.C. § 9622(h)(1).

XV. EFFECTIVE DATE

43. The effective date of this Settlement Agreement shall be the date upon which the Agencies send written notice to Settling Party by U.S. mail and email that the public comment period pursuant to Paragraph 41 has closed; that comments received, if any, do not require the Agencies to withdraw from or seek modification of this Settlement Agreement; and that the Settlement Agreement as signed by the Parties is final and effective.

IT IS SO AGREED:

Signature Page for Settlement Agreement Regarding Iron Springs Mining District Superfund Site

U.S. ENVIRONMENTAL PROTECTION AGENCY:

Dated

Andrea Madigan
Acting Director
Legal Enforcement Program
U.S. EPA Region 8

Dated

Kelcey Land
Director
RCRA/CERCLA Technical Enforcement Program
U. S. EPA Region 8

UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE REGION 2

4/3/2015
Dated

Dan Jiron
Dan Jiron
Regional Forester

Signature Page for Settlement Agreement Regarding Iron Springs Mining District Superfund Site

UNION OIL COMPANY OF CALIFORNIA

24 March 2015
Dated



Name: Frank G. Soler

Title: Assistant Secretary

Company: _____

Address: _____

Settlement Agreement if comments received disclose facts or considerations that indicate that this Settlement Agreement is inappropriate, improper, or inadequate.

XIV. ATTORNEY GENERAL APPROVAL

42. The Attorney General or his or her designee has approved the settlement embodied in this Settlement Agreement in accordance with Section 122(h)(1) of CERCLA, 42 U.S.C. § 9622(h)(1).

XV. EFFECTIVE DATE

43. The effective date of this Settlement Agreement shall be the date upon which the Agencies send written notice to Settling Party by U.S. mail and email that the public comment period pursuant to Paragraph 41 has closed; that comments received, if any, do not require the Agencies to withdraw from or seek modification of this Settlement Agreement; and that the Settlement Agreement as signed by the Parties is final and effective.

IT IS SO AGREED:

Signature Page for Settlement Agreement Regarding Iron Springs Mining District Superfund Site

U.S. ENVIRONMENTAL PROTECTION AGENCY:

4/15/15
Dated

Andrea Madigan
Andrea Madigan
Acting Director
Legal Enforcement Program
U.S. EPA Region 8

4/17/15
Dated

Kelcey Land
Kelcey Land *Acting*
Director
RCRA/CERCLA Technical Enforcement Program
U. S. EPA Region 8

**UNITED STATES DEPARTMENT OF AGRICULTURE
FOREST SERVICE REGION 2**


Dated

Dan Jiron
Regional Forester

Signature Page for Settlement Agreement Regarding Iron Springs Mining District Superfund Site

UNION OIL COMPANY OF CALIFORNIA

24 March 2015
Dated

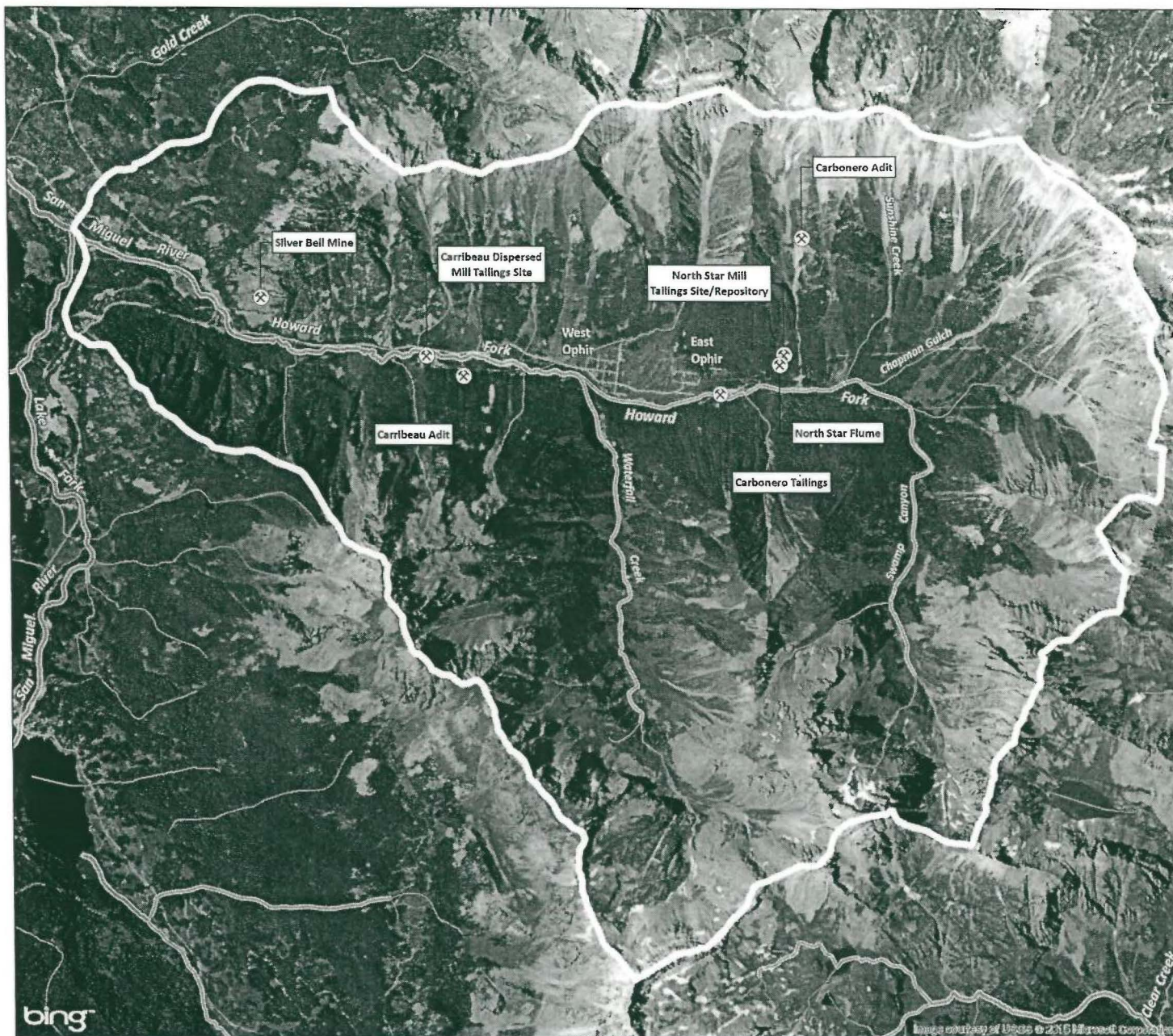


Name: Frank G. Soler

Title: Assistant Secretary


Company: _____

Address: _____



Iron Springs Mining District

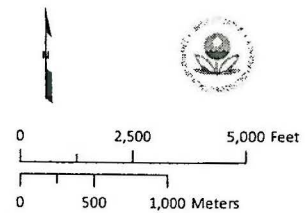
Appendix A

-  Site Feature
-  Rivers and Streams
-  Iron Springs Mining District Boundary

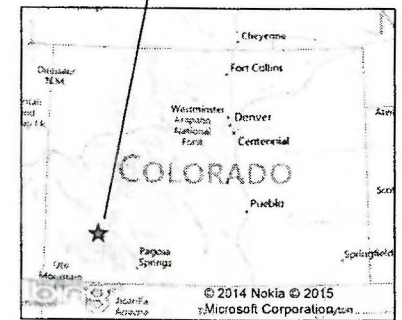
Date: January 27, 2015

Map Projection: UTM, Meters, Zone 13N, NAD 83

Data Sources:
 Site Features - U.S. EPA (2013)
 Iron Springs Mining District Boundary - U.S. EPA Region 8 (2015)
 Rivers and Streams - CDDW (2004)
 Imagery - Microsoft Bing web service (2015)



Area Enlarged



APPENDIX B

Disc with copy of US EPA Scribe Data Management System

Subscriber ID: Iron Springs

01/28/2015