
IN THE MATTER OF:

State Painting Site
West Valley City, Utah

Jordan Valley Water Conservancy District
Guarantee Company of North America

SETTLING PARTIES

2019 AUG 29 PM 2:34
SETTLEMENT FOR PAST
RESPONSE COSTS
EPA REGION VIII
U.S. EPA Region 8 HEARING CLERK
Docket No. **CERCLA-08-2019-0005**

PROCEEDING UNDER
SECTION 122(h)(1) OF CERCLA
42 U.S.C. § 9622(h)(1)

1. This Settlement (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 (CERCLA), 42 U.S.C. § 9622(h)(1), which authority has been delegated to the Regional Administrators of EPA by EPA Delegation No. 14-14-D (Cost Recovery Non-Judicial Agreements and Administrative Consent Orders) and redelegated to the undersigned official.

2. This Settlement concerns the State Painting Site (Site) located in West Valley City, Utah, a residential site, 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 EPA, the Jordan Valley Water Conservancy District (JVWCD), and the Guarantee Company of North America (GCNA) (JVWCD and GCNA are collectively referred to as “Settling Parties”), collectively “the Parties.” This Settlement is binding upon EPA and upon Settling Parties and their successors and assigns.

4. In response to the release or threatened release of hazardous substances at or from the Site, EPA undertook a removal action at the Site from July 10, 2018 until March 4, 2019 (the Removal Action).

5. In performing the Removal Action, as of May 31, 2019, EPA incurred response costs pursuant to Section 104(a) of CERCLA, 42 U.S.C. § 9604(a), at or in connection with the Site (Past Response Costs).

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

7. GCNA is the performance bond surety on the JVWCD project implicating JVWCD as a responsible party, and has agreed to resolve and pay the Past Response Costs pursuant to its obligation as performance bond surety, and consistent with the Takeover Agreement executed in July 2018.

8. Within 30 calendar days of the “Effective Date” as defined in Paragraph 20, GCNA, on behalf of the Settling Parties, shall pay \$257,179.00. If the 30th calendar day falls on a Saturday, Sunday, or federal holiday, the due date shall be the close of business of the next working day.

9. Settling Parties shall make payment to EPA by Fedwire Electronic Funds Transfer (EFT) to:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street, New York, NY 10045
Field Tag 4200 of the Fedwire message should read: “D 68010727
Environmental Protection Agency”

10. Settling Parties' payment shall reference Site/Spill ID Number A8V5 and the EPA docket number for this action. EPA will deposit the total payment into the EPA Hazardous Substance Superfund.

11. At the time of payment, Settling Parties shall send notice that payment has been made to Amelia Piggott, Enforcement Attorney, and to the EPA Cincinnati Finance Center at cinwd_acctsreceivable@epa.gov. Such email notice shall reference Site/Spill ID Number A8V5 and the EPA docket number for this action.

12. If Settling Parties fail to make the payment required by Paragraph 7 above, Interest shall continue to accrue on the unpaid balance from the date of demand through the date of payment. "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 <https://www.epa.gov/superfund/superfund-interest-rates>.

13. EPA covenants not to sue or take administrative action against Settling Party pursuant to Section 107(a) of CERCLA to recover Past Response Costs. This covenant is effective on the Effective Date and is conditioned on Settling Parties' payment in accordance with this Settlement. This covenant extends to Settling Parties and does not extend to any other person.

14. EPA reserves all rights against Settling Parties 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 Past 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 Parties covenant not to sue and agree 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 Past Response Costs, EPA's response actions 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 Parties have, 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 are 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 Past 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 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 allegations asserted by EPA or any liability asserted by EPA against the Settling Parties. Settling Parties retain the right to contest all findings and allegations contained in this Settlement, except in any proceeding to implement or enforce its terms.

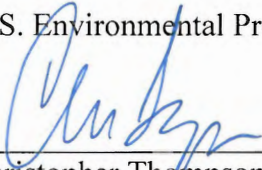
18. Each signatory to this Settlement certifies that he or she is authorized to enter into this Settlement and to bind legally the party represented by him or her.

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

IT IS SO AGREED:

U.S. Environmental Protection Agency



Christopher Thompson
Associate Regional Counsel for Enforcement
U.S. EPA Region 8

8/29/19

Date

Signature Page for Settlement for State Painting Superfund Site

Jordan Valley Water Conservancy District

Dated: August 27, 2019 Richard P. Bay
By: Richard P. Bay
General Manger/CEO

Guarantee Company of North America

Dated: _____, 2019 _____
By:

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Jordan Valley Water Conservancy District

Dated: _____, 2019 _____

By: Richard P. Bay
General Manger/CEO

Guarantee Company of North America

Dated: August 27, 2019 _____

By: 
Ashlee Rudnick