

1 TODD KIM
2 Assistant Attorney General
3 RICHARD GREENE (TN Bar 024450)
4 MADELINE A. GALLO (NY Bar 4997771)
5 JAMES R. MacAYEAL (DC Bar 474664)
6 Environmental Enforcement Section
7 Environment and Natural Resources Division
8 United States Department of Justice
9 P.O. Box 7611
10 Washington, D.C. 20044-7611
11 Telephone: (202) 307-3967
12 Facsimile: (202) 514-2583
13 Email: Richard.S.Greene.IV@usdoj.gov
14 *Attorneys for Plaintiff the United States*

15 Mark Mazda (CA Bar 181419)
16 Law Office of Mark Mazda
17 2601 Main Street, Suite 1200
18 Irvine, CA 92614
19 Tel: (949) 222-9182
20 Fax: (949) 222-9199
21 Email: mark@markmazda.com
22 *Attorney for Defendants*

23 **UNITED STATES DISTRICT COURT**
24 **CENTRAL DISTRICT OF CALIFORNIA**

25 UNITED STATES OF AMERICA,
26 Plaintiff,
27 v.

Civil No.: 5:23-cv-01650-MRA-DTBx
CONSENT DECREE

28 SOPHIA LAWSON CLARK, in her
capacity as Administrator of the
Estate of Scott Lawson, and LOPEZ TO
LAWSON, INC.,
Defendants.

CONSENT DECREE

TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

I. JURISDICTION AND VENUE 3

II. APPLICABILITY 4

III. OBJECTIVE 5

IV. DEFINITIONS 5

V. CIVIL PENALTY 7

VI. COMPLIANCE REQUIREMENTS 8

VII. DELIVERABLES 14

VIII. REPORTING REQUIREMENTS 16

IX. STIPULATED PENALTIES 18

X. FORCE MAJEURE 21

XI. DISPUTE RESOLUTION 23

XII. INFORMATION COLLECTION AND RETENTION 26

XIII. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS 28

XIV. COSTS 29

XV. NOTICES 29

XVI. EFFECTIVE DATE 30

XVII. RETENTION OF JURISDICTION 30

XVIII. MODIFICATION 31

XIX. TERMINATION 31

XX. PUBLIC PARTICIPATION 32

XXI. SIGNATORIES/SERVICE 32

XXII. INTEGRATION 33

XXIII. 26 U.S.C. SECTION 162(F)(2)(A)(II) IDENTIFICATION 33

XXIV. HEADINGS 33

XXV. FINAL JUDGMENT 33

XXVI. APPENDICES 33

1 **WHEREAS**, Plaintiff the United States of America (“United States”), by
2 the authority of the Attorney General and at the request and on behalf of the
3 Administrator of the United States Environmental Protection Agency (“EPA”),
4 filed a civil action for injunctive relief under Section 1423 and 1431 of the Safe
5 Drinking Water Act, 42 U.S.C. §§ 300h and 300i, (“SDWA” or the “Act”), against
6 Defendants Sophia Lawson Clark, in her capacity as the Administrator of the
7 Estate of Scott Lawson, and Lopez to Lawson, Inc. (together “Defendants”) based
8 on their ownership and/or operation of the Oasis Mobile Home Park (“Park”),
9 located on the Torres Martinez Desert Cahuilla Indian Reservation in Thermal,
10 California, its public water system and wastewater system serving the Park’s
11 residents and others;

12 **WHEREAS**, Scott Lawson owned and operated the Park until May 2021
13 and was subject to multiple EPA emergency orders to address consistent
14 exceedances of arsenic contaminant levels in the Park’s drinking water on account
15 of naturally occurring arsenic in the groundwater source for the Park’s public water
16 system (“Public Water System”);

17 **WHEREAS**, Scott Lawson died in May 2021 and at the time of his death
18 Mr. Lawson was under an emergency administrative order from the U.S.
19 Environmental Protection Agency for arsenic exceedances in the Park’s drinking
20 water that required Mr. Lawson to take steps to address the contaminated drinking
21 water and provide alternative drinking water to the Park’s residents;

22 **WHEREAS**, after Scott Lawson’s death, Sophia Lawson Clark was
23 appointed Administrator of the Estate of Scott Lawson, and as Administrator she
24 and her husband James Clark assumed control of the Park’s operations in
25 November 2021 and under an EPA-issued emergency order have taken steps to
26 address the arsenic-contaminated groundwater system that supplies the Public
27 Water System;

28 **WHEREAS**, Defendants operate the Public Water System, which reportedly

1 can serve up to 1,900 people and includes a treatment plant, storage tanks,
2 distribution system, and pipes;

3 **WHEREAS**, Defendants operate a wastewater system at the Park that
4 includes septic tanks, a lift station and other related equipment (“Wastewater
5 System”);

6 **WHEREAS**, the Complaint seeks injunctive relief to protect the health of
7 persons from arsenic, a contaminant, which is present in or is likely to enter the
8 Public Water System located at the Park and which is alleged to present an
9 imminent and substantial endangerment to health or the environment;

10 **WHEREAS**, the Complaint seeks injunctive relief to protect the health of
11 persons from contaminants that are likely to enter the Public Water System from
12 the Wastewater System, which is alleged to present an imminent and substantial
13 endangerment to health or the environment;

14 **WHEREAS**, the Complaint also alleges that the Defendants violated the
15 Underground Injection Control program as the Wastewater System is regulated
16 under 40 C.F.R. Part 144 through 147, and Section 1423 of the SDWA, 42 U.S.C.
17 § 300h *et seq.*;

18 **WHEREAS**, specifically, the Complaint alleges that the Defendants
19 violated the arsenic maximum contaminant level (“MCL”) of 0.010 milligrams per
20 liter (mg/L) (or 10 micrograms per liter (ug/L)) set forth at 40 C.F.R. § 141.62(b)
21 at the Public Water System at the Park;

22 **WHEREAS**, the Complaint also alleges that the Estate of Scott Lawson,
23 with Sophia Lawson Clark serving as the Administrator, failed to comply with the
24 requirements of an Emergency Administrative Order issued on September 14,
25 2021, and amended on June 13, 2023, (“2021 Order”) to the Estate under Section
26 1431 of the SDWA, 42 U.S.C. § 300i, requiring the Estate to address imminent and
27 substantial endangerment conditions at the Park due to high levels of arsenic in the
28 Public Water System and to perform corrective measures to protect the health of

1 people living, working, or traveling to the Park;

2 **WHEREAS**, the Complaint also seeks civil penalties under Sections
3 1423(b) and 1431(b) of the SDWA for violations of the SDWA and the Order;

4 **WHEREAS**, this Consent Decree embodies the Parties' agreement that the
5 Defendants will set aside funding to invest in the Public Water System and the
6 Wastewater System for the purpose of addressing the allegations in the Complaint,
7 providing SDWA-compliant drinking water to all those the Public Water System
8 serves, and fixing the Wastewater System to prevent wastewater contaminants
9 from adversely impacting the Park's drinking water and the health of the people
10 living, working, or traveling to the Park;

11 **WHEREAS**, this Consent Decree does not constitute an admission of either
12 any facts or liability by Defendants;

13 **WHEREAS**, the Parties recognize, and the Court by entering this Consent
14 Decree finds, that the Parties negotiated this Consent Decree in good faith, that this
15 Consent Decree will avoid litigation between the Parties, and that this Consent
16 Decree is fair, reasonable, and in the public interest.

17 **NOW, THEREFORE**, before the taking of any testimony, without the
18 adjudication or admission of any issue of fact or law except as provided in
19 Section I, and with the consent of the Parties, IT IS HEREBY ADJUDGED,
20 ORDERED, AND DECREED as follows:

21 **I. JURISDICTION AND VENUE**

22 1. This Court has jurisdiction over the subject matter of this action under
23 28 U.S.C. §§ 1331, 1345, and 1355, and Sections 1414, 1423, and 1431 of the
24 SDWA, 42 U.S.C. §§ 300h-2(b), 300g-3, and 300i. Venue lies in this District
25 under Sections 1414(b), 1423(b), and 1431(b) of the SDWA, 42 U.S.C. §§ 300h-
26 2(b), 300g-3(b), and 300i(b) and 28 U.S.C. §§ 1391(b) and 1395(a), because the
27 violations alleged in the Complaint are alleged to have occurred in this judicial
28 district, the Defendants conduct business in this judicial district, and Defendants

1 upon performance of the work in conformity with the terms of this Consent
2 Decree.

3 6. In any action to enforce this Consent Decree, Defendants shall not
4 raise as a defense the failure by any of its officers, directors, employees, agents, or
5 contractors to take any actions necessary to comply with the provisions of this
6 Consent Decree.

7 **III. OBJECTIVE**

8 7. It is the express goal of the Parties in entering into this Consent
9 Decree to have Defendants achieve and maintain continuous, sustainable, and
10 long-term compliance with the SDWA while the Park is in operation. All
11 obligations under this Consent Decree shall be interpreted in a manner consistent
12 with this goal.

13 **IV. DEFINITIONS**

14 8. Terms used in this Consent Decree that are defined in the SDWA or in
15 regulations promulgated under the Act have the meanings assigned to them in the
16 Act or such regulations, unless otherwise provided in this Decree. Whenever the
17 terms set forth below are used in this Consent Decree, the following definitions
18 apply:
19

20 “2021 Emergency Administrative Order” or “2021 Order” shall mean EPA’s
21 September 14, 2021, Emergency Administrative Order, Docket No. PWS-AO-
22 2021-6000 issued under Section 1431 of the SDWA, 42 U.S.C. § 300i, amended
23 on June 13, 2023, and attached as Appendix A;

24 “Certified Public Water System Operator” shall mean an individual who has
25 operator certification credentials of at least level Distribution 1 and Treatment 1,
26 retained by the Defendants to operate the Park’s Public Water System;

27 “Complaint” means the complaint filed by the United States in this action;

28 “Compliance Account” means an account opened and maintained at a

1 financial institution that the Federal Deposit Insurance Corporation insures to hold
2 the requisite funds to be used under this Consent Decree for the performance of the
3 obligations outlined in the Section VI (Compliance Requirements);

4 “Consent Decree” or “Decree” means this Decree;

5 “Day” means a calendar day unless expressly stated to be a business day. In
6 computing any period of time for a deadline under this Consent Decree, where the
7 last day would fall on a Saturday, Sunday, or federal holiday, the period runs until
8 the close of business of the next business day;

9 “Defendant(s)” means the persons or entities named in the Complaint;

10 “DOJ” means the United States Department of Justice and any of its
11 successor departments or agencies;

12 “EPA” means the United States Environmental Protection Agency and any
13 of its successor departments or agencies;

14 “Effective Date” means the definition provided in Section XVI;

15 “Maximum Daily Demand” or “MDD” is the average maximum amount of
16 drinking water the Public Water System serves on a daily basis based upon at least
17 two seasons (high and low) or for the summer only;

18 “Paragraph” means a portion of this Decree identified by an Arabic numeral;

19 “Park” means Defendants’ mobile home park that is d/b/a Oasis Mobile
20 Home Park at 88740 Avenue 70, Thermal, California 92274-9023 and is located on
21 land held in fee simple and within Allotment 19, a parcel held in trust by the
22 Bureau of Indian Affairs, as part of the Torres Martinez Desert Cahuilla Indian
23 Reservation;

24 “Parties” means the United States and Defendants;

25 “Public Water System” shall mean the drinking water system serving the
26 Oasis Mobile Home Park and areas outside the Park, which treats groundwater and
27 provides the water through pipes for human consumption within the meaning of
28 Section 1401(4) of the SDWA, 42 U.S.C. § 300f(4) and 40 C.F.R. § 141.2;

1 “Section” means a portion of this Decree identified by a Roman numeral;

2 “Trigger Date” shall mean the date on which EPA provides notice to
3 Defendants that the requirement to provide an alternative source of drinking water
4 under the 2021 Order is suspended;

5 “United States” means the United States of America, acting on behalf of
6 EPA;

7 “Wastewater System” shall mean the Park’s system to treat sewage and
8 other waste from domestic uses and includes a wastewater lift station, collection
9 lines, subsurface septic tanks, concrete seepage pits, and plastic leaching chambers.
10 The Wastewater System does not include any sewage system in Zone 5 (also
11 known as Mark Ramirez’s park and Carol Lawson’s park).

12 “Year” means a period of twelve (12) consecutive months.

13 **V. CIVIL PENALTY**

14 9. Within sixty (60) Days of the Effective Date, Defendants shall pay the
15 sum of \$50,000 as a civil penalty, together with interest accruing from the date on
16 which the Consent Decree is lodged with the Court, at the rate specified in
17 28 U.S.C. § 1961 as of the date of lodging.

18 10. Defendants shall pay the civil penalty due by FedWire Electronic
19 Funds Transfer to the DOJ account, in accordance with instructions provided to
20 Defendants by the Financial Litigation Unit (“FLU”) of the United States
21 Attorney’s Office for the District of Central California after the Effective Date.
22 The payment instructions provided by the FLU will include a Consolidated Debt
23 Collection System (“CDCS”) number, which Defendants shall use to identify all
24 payments required to be made in accordance with this Consent Decree. The FLU
25 will provide the payment instructions to:

26 Mark Mazda
27 Law Office of Mark Mazda
28 2601 Main Street, Suite 1200
Irvine, CA 92614

1 mark@markmazda.com

2
3 on behalf of Defendants. Defendants may change the individual to receive
4 payment instructions on its behalf by providing written notice of such change to
5 DOJ and EPA in accordance with Section XV (Notices).

6 11. At the time of payment, Defendants shall send notice that payment has
7 been made: (i) to EPA via email at cinwd_acctsreceivable@epa.gov or via regular
8 mail at EPA Cincinnati Finance Office, 26 W. Martin Luther King Drive,
9 Cincinnati, Ohio 45268; and (ii) to DOJ via email or regular mail in accordance
10 with Section XV; and (iii) to EPA in accordance with Section XV. Such notice
11 shall state that the payment is for the civil penalty owed under the Consent Decree
12 in United States v. Sophia Lawson Clark, in her capacity as Administrator of the
13 Estate of Scott Lawson, et al. and shall reference the civil action number 5:23-cv-
14 01650, CDCS Number and DJ case number 90-5-1-1-12437.

15 12. Defendants shall not deduct any penalties paid under this Decree
16 under this Section or Section IX (Stipulated Penalties) in calculating their federal
17 income tax.

18 **VI. COMPLIANCE REQUIREMENTS**

19 13. The EPA and Defendants shall meet quarterly, beginning three (3)
20 months after the Effective Date, to discuss the extent to which occupancy at the
21 Park or the MDD has significantly changed, e.g., fifteen (15%) percent or more,
22 and whether such significant change would impact the Defendants' ability to meet
23 the requirements under this Section. EPA and the Defendants may discuss during
24 these quarterly meetings whether changes to the occupancy or MDD should lead to
25 an Adjustment of the Compliance Requirements. Any request by the Defendants
26 for an Adjustment of the Compliance Requirements shall be supported by
27 documentary evidence. EPA and the Defendants shall meet and confer to reach an
28 agreement regarding such an Adjustment first. In the event that the Parties cannot

1 reach an agreement, the Parties may use the mediation services of Magistrate Judge
2 David T. Bristow or another mediator of this Court to facilitate discussions. If the
3 Parties cannot reach an agreement using the mediation services, either Party may
4 invoke the Dispute Resolutions procedures under Section XI. Adjustments to this
5 Section VI (Compliance Requirements) due to significant changes in the
6 occupancy or MDD shall be made by subsequent written agreement signed by all
7 the Parties (or by court under Section XI – Dispute Resolution).

8 14. Certified Public Water System Operator. Defendants have retained,
9 with EPA’s approval, James Clark as a Certified Public Water System Operator
10 and James Dowling as a backup Certified Public Water System Operator. The
11 Certified Public Water System Operator or backup Certified Public Water System
12 Operator must operate and maintain the Public Water System and be on-site no less
13 than seven (7) Days per week until the alarms described in Paragraph 17 below are
14 installed and functioning as designed. After the alarms described in Paragraph 17
15 are installed and functioning as intended, the Certified Public Water System
16 Operator and/or the backup Certified Public Water System Operator must be on-
17 site as necessary to operate the Public Water System and meet all SDWA
18 requirements. If neither Certified Public Water System Operator is on-site on any
19 day, one must be designated as the on-call Certified Public Water System Operator
20 to respond in-person within three (3) hours to any alarms or reports of concerns
21 from the Park’s employees or residents. Any changes to the Certified Public Water
22 System Operator and backup operator must be submitted to EPA for approval 30
23 Days in advance of the change.

24 15. Standard Operating Procedures. Within forty-five (45) Days of the
25 Effective Date, Defendants shall draft for EPA’s approval standard operating
26 procedures to ensure the proper operation of the Public Water System, including
27 both the treatment and distribution systems. The standard operating procedures
28 shall describe the process of determining whether the operating conditions of the

1 Public Water System are influencing arsenic levels, how to optimize operational
2 parameters to ensure maximum reduction of arsenic, and how to use specific data
3 from sampling and flushing for arsenic treatment operations.

4 16. Compliance Account. Within thirty (30) Days of the Trigger Date,
5 Defendants shall establish an interest-bearing bank account (the “Compliance
6 Account” or “Account”), in the amount of \$20,000 to establish funding for
7 compliance with this Consent Decree, including for any capital improvements or
8 emergency situations. The sole purpose of the Compliance Account shall be for
9 the completion of the Defendants’ obligations under this Consent Decree.
10 Defendants shall deposit \$20,000 into the Compliance Account every thirty (30)
11 Days after the initial deposit. If Defendants deposit more than \$20,000 in a thirty-
12 day period, the overage may be applied toward future deposits. Once Defendants
13 have satisfied their obligations under this Section, Defendants shall be released
14 from funding the Compliance Account. Defendants shall provide a quarterly report
15 to the United States as provided for in Section VIII (Reporting Requirements)
16 describing all Compliance Account activity for the reporting period.

17 17. Alarm System. Within ninety (90) Days of the Trigger Date,
18 Defendants shall install an alarm system on the Public Water System for the
19 purpose of providing direct alerts to the Certified Public Water System Operator
20 and/or the backup Certified Public Water System Operator to ensure the Public
21 Water System is appropriately calibrated to keep arsenic in the drinking water
22 below 10 parts per billion. The alarms shall provide alerts with respect to carbon
23 dioxide, ferric chloride, chlorine levels, backwash, a low level indicator for the
24 drinking water storage tanks, and other appropriate parts of the Public Water
25 System.

26 18. Continuity of Drinking Water Service Upgrades. Defendants
27 determined the current Maximum Daily Demand for drinking water, based on an
28 occupancy of approximately 209-214 lots, is 120,000 gallons per day. To ensure

1 the Public Water System can provide uninterrupted drinking water service in the
2 event of an unplanned outage, Defendants shall take the following steps.

3 a. Within one (1) Year of the Trigger Date, Defendants shall
4 install storage tank(s) with a capacity of at least 40,000 gallons and an NSF
5 International/American National Standards Institute (NSF/ANSI) 61
6 standard-approved coating. Each tank shall be plumbed individually so that
7 it may be taken off-line without disrupting the delivery of drinking water
8 from the Public Water System to its consumers. The outlet of each tank
9 shall be fitted with a sample tap prior to entering the distribution system with
10 finished blended water. Each tank shall be filled with treated water and
11 disinfected with NSF/ANSI 60-standard approved chlorine.

12 b. Within one (1) Year and thirty (30) Days of the Trigger Date,
13 Defendants shall install a booster pump with a variable frequency drive
14 panel to control the distribution of drinking water through the Public Water
15 System.

16 c. Within one (1) Year and sixty (60) Days of the Trigger Date,
17 Defendants shall purchase, store securely, and retain until needed the
18 following critical replacement parts for the Public Water System: a water
19 extraction pump, a disinfection pump, and a ferric oxide pump. If a
20 replacement part is used to repair the Public Water System, Defendants shall
21 purchase, store securely, and retain another replacement part within thirty
22 (30) Days.

23 d. Within two (2) Years of the Trigger Date, Defendants shall
24 install additional storage tank(s) with a capacity of at least 40,000 gallons
25 and the specifications, installation instructions, and disinfection procedures
26 described in Paragraph 18.a. above.

27 e. Within ninety (90) Days of the Trigger Date, Defendants shall
28 submit to EPA for approval a plan to make up any shortfall between one and

1 one-half (1.5) times the MDD and the capacity of the water storage tanks in
2 the event the water extraction pump needs to be replaced. Upon installation
3 of all storage tanks, Defendants shall implement the plan as appropriate.

4 19. Wastewater System Contractor. EPA is providing technical assistance
5 to Defendants for a qualified Wastewater System Contractor to assess the
6 Wastewater System.

7 20. Wastewater System Assessment. Defendants agree to work with the
8 Wastewater System Contractor in good faith and shall provide the necessary
9 information and access to conduct the assessment.

10 a. The Wastewater System Contractor provided by EPA is
11 expected to conduct the assessment according to the following schedule:

- 12 (1) Site Visit and Evaluation of Existing Facilities: January
13 2025.
- 14 (2) Assessment of Existing Conditions: to be completed by
15 February 28, 2025.
- 16 (3) Alternatives Evaluation: to be completed by June 30,
17 2025.
- 18 (4) Alternative Recommendation: to be completed by
19 September 30, 2025.
- 20 (5) Draft Preliminary Engineering Report: to be completed
21 by January 31, 2026.
- 22 (6) Development of the Environmental Information
23 Document, to include research on potential funding
24 sources: to be completed by January 31, 2026.
- 25 (7) Preliminary Engineering Report Workshop: to be
26 conducted in February 2026.
- 27 (8) Completion of Preliminary Engineering Report and
28 Environmental Information Document: by March 31,

1 2026.

2 b. Within sixty (60) days of completion of the Wastewater System
3 Contractor's Preliminary Engineering Report and Environmental
4 Information Document, Defendants shall submit to EPA for approval,
5 consistent with Section VII (Deliverables), a Wastewater System
6 Compliance Schedule for implementing each proposed corrective action and
7 any remaining assessment needs to the Wastewater System contained in the
8 Preliminary Engineering Report, with each to be implemented as
9 expeditiously as possible after completion of all Public Water System
10 compliance requirements as set forth in Paragraph 18, along with interim
11 milestones. To the extent the Defendants believe any proposed corrective
12 action in the Preliminary Engineering Report and Environmental
13 Information Document is infeasible, the Defendants shall submit a
14 justification for not including such actions in the Wastewater System
15 Compliance Schedule. The Wastewater System Compliance Schedule shall
16 also provide for implementing all requirements of the Underground Injection
17 Control requirements under 40 C.F.R. Parts 144 through 147, including the
18 requirement to provide an inventory to EPA that includes the following basic
19 information: (1) facility name and location; (2) name and address of legal
20 contact; (3) ownership of facility; (4) nature and type of injection wells (i.e.
21 all multi-family septic tanks); and (5) operating status of injection wells (i.e.
22 all multi-family septic tanks). *See* 40 C.F.R. §§ 144.26.(a)(1)-(5),
23 144.83(a)(2)(i).

24 c. Upon EPA approval of the Wastewater System Compliance
25 Schedule, the requirements of the Schedule shall become enforceable under
26 this Consent Decree and the Defendants shall implement the approved
27 Schedule. The Defendants are responsible for funding this work either with
28 the Compliance Account, with any technical assistance EPA contractors

1 provide, or a mix of funding from the Compliance Account, technical
2 assistance, or grants.

3 21. Monitoring and Reporting. Defendants shall conduct all required
4 monitoring and reporting under the National Primary Drinking Water Regulations,
5 promulgated at 40 C.F.R. Part 141.

6 22. Permits. Where any compliance obligation under this Section requires
7 Defendants to obtain a federal, tribal, state, or local permit or approval, Defendants
8 shall submit timely and complete applications and take all other actions necessary
9 to obtain all such permits or approvals. Defendants may seek relief under the
10 provisions of Section X (Force Majeure) for any delay in the performance of any
11 such obligation resulting from a failure to obtain, or a delay in obtaining, any
12 permit or approval required to fulfill such obligation, if Defendants have submitted
13 timely and complete applications and have taken all other actions necessary to
14 obtain all such permits or approvals. The failure of a federal, tribal, state, or local
15 entity to issue a permit or approve a timely and complete application shall be
16 considered force majeure as it is contemplated under Section X (Force Majeure),
17 and performance of which obligation requiring that permit shall be suspended
18 during any period in which the permit is not issued.

19 **VII. DELIVERABLES**

20 23. Approval of Deliverables. After review of any plan, report, or other
21 item that is required to be submitted for approval under this Consent Decree, EPA
22 will in writing: approve the submission; approve the submission upon specified
23 conditions; approve part of the submission and disapprove the remainder;
24 or disapprove the submission.

25 a. If EPA approves the submission, Defendants shall take all
26 actions required by the plan, report, or other document, in accordance with
27 the schedules and requirements of the plan, report, or other document, as
28 approved.

1 b. If EPA conditionally approves or approves the submission only
2 in part, Defendants shall, upon written direction from EPA, take all actions
3 required by the approved plan, report, or other item that EPA determines are
4 technically severable from any disapproved portions.

5 c. If EPA disapproves the submission in whole or in part,
6 Defendants shall, within thirty (30) days or such other time as the Parties
7 agree to in writing, correct all deficiencies and resubmit the plan, report, or
8 other item, or disapproved portion thereof, for approval, in accordance with
9 the preceding Paragraphs. If the resubmission is approved in whole or in
10 part, Defendants shall proceed in accordance with the preceding Paragraph.

11 d. If EPA disapproves in whole or in part a resubmitted plan,
12 report, or other item, or portion thereof, EPA may again require Defendants
13 to correct any deficiencies, in accordance with the preceding Paragraphs.

14 e. If Defendants elect to invoke Dispute Resolution as set forth in
15 Section XI concerning a decision by EPA to disapprove, approve on
16 specified conditions, or modify a deliverable, Defendants shall do so by
17 sending a Notice of Dispute in accordance with Section XV (Notices) within
18 30 Days (or such other time as the Parties agree to in writing) after receipt of
19 the applicable decision.

20 f. Any stipulated penalties applicable to the original submission,
21 as provided in Section IX (Stipulated Penalties), accrue during the forty-five
22 (45) Day period or other specified period, but shall not be payable unless the
23 resubmission is untimely or is disapproved in whole or in part; provided that,
24 if the original submission was so deficient as to constitute a material breach
25 of Defendants' obligations under this Decree, the stipulated penalties
26 applicable to the original submission shall be due and payable
27 notwithstanding any subsequent resubmission.
28

1 **VIII. REPORTING REQUIREMENTS**

2 24. Defendants shall submit the following reports to EPA and DOJ at the
3 addresses set forth in Section XV (Notices):

4 a. By March 31st, June 30th, September 30th, and December 31st of
5 each year after the lodging of this Consent Decree, until termination of this
6 Decree under Section XIX, Defendants shall submit a quarterly report for
7 the preceding three months that includes the status of implementing the
8 requirements provided under Section VI (Compliance Requirements),
9 including records of deposits into and withdrawals from the Compliance
10 Account.

11 b. The report shall also include a description of any non-
12 compliance with the requirements of this Consent Decree and an explanation
13 of the violation’s likely cause and of the remedial steps taken, or to be taken,
14 to prevent or minimize such violation. If Defendants violate, or have reason
15 to believe that they may violate, any requirement of this Consent Decree,
16 Defendants shall notify DOJ and EPA of such violation and its likely
17 duration, in writing, within ten business days of the Day Defendants first
18 become aware of the violation, with an explanation of the violation’s likely
19 cause and of the remedial steps taken, or to be taken, to prevent or minimize
20 such violation. If the cause of a violation cannot be fully explained at the
21 time the report is due, Defendants shall so state in the report. Defendants
22 shall investigate the cause of the violation and shall then submit an
23 amendment to the report, including a full explanation of the cause of the
24 violation, within 30 Days of the Day Defendants become aware of the cause
25 of the violation. Nothing in this Paragraph or the following Paragraph
26 relieves Defendants of their obligation to provide the notice required by
27 Section X (Force Majeure).

28 c. By January 31st, February 28th, April 30th, May 31st, July 31st,

1 August 31st, October 31st, and November 30th of each year after the lodging
2 of this Consent Decree, until completion of the Compliance Requirements in
3 Section VI, Defendants shall submit an informal monthly summary that
4 includes a brief description of the status of implementing the requirements in
5 Paragraphs 17 through 20.

6 25. Whenever any violation of this Consent Decree or of any applicable
7 permits or any other event affecting Defendants' performance under this Decree
8 may pose an immediate threat to the public health or welfare or the environment,
9 Defendants shall notify EPA at the addresses set forth in Section XV (Notices) as
10 soon as possible, but no later than 24 hours after Defendants first knew of the
11 violation or event. This procedure is in addition to the requirements set forth in the
12 preceding Paragraph.

13 26. Each report Defendants submit under this Section shall be signed by
14 an official of the submitting party and include the following certification:

15 I certify under penalty of perjury that this document and all
16 attachments were prepared under my direction or supervision in
17 accordance with a system designed to assure that qualified personnel
18 properly gather and evaluate the information submitted. Based on my
19 inquiry of the person or persons who manage the system, or those
20 persons directly responsible for gathering the information, the
21 information submitted is, to the best of my knowledge and belief, true,
22 accurate, and complete. I have no personal knowledge that the
23 information submitted is other than true, accurate, and complete. I am
aware that there are significant penalties for submitting false
information, including the possibility of fine and imprisonment for
knowing violations.

24 27. This certification requirement does not apply to emergency or similar
25 notifications where compliance would be impractical.

26 28. The reporting requirements of this Consent Decree do not relieve
27 Defendants of any reporting obligations required by the Act or implementing
28 regulations, or by any other federal, tribal, state, or local law, regulation, permit, or

1 other requirement.

2 29. The United States may use any information provided under this
3 Consent Decree in any proceeding to enforce the provisions of this Consent Decree
4 and as otherwise permitted by law.

5 **IX. STIPULATED PENALTIES**

6 30. Defendants shall be liable for stipulated penalties to the United States
7 for violations of this Consent Decree as specified below, unless excused under
8 Section X (Force Majeure). A violation includes failing to perform any obligation
9 required by the terms of this Decree, including any work plan or schedule
10 approved under this Decree, according to all applicable requirements of this
11 Decree and within the specified time schedules established by or approved under
12 this Decree.

13 31. Late Payment of Civil Penalty. If Defendants fail to pay the civil
14 penalty required under Section V (Civil Penalty) when due, Defendants shall pay a
15 stipulated penalty of \$200 per Day for each Day that the payment is late.

16 32. Compliance Milestones.

17 a. The following stipulated penalties shall accrue per violation per
18 Day for each violation of the requirements identified in subparagraph 32.b:

<u>Penalty Per Violation Per day</u>	<u>Period of Noncompliance</u>
\$125.....	1st through 14th Day
\$250.....	15th through 30th Day
\$500.....	31st Day and beyond

24 b. The Compliance milestones under this Consent Decree are:

- 25 (1) Maintaining both a Certified Public Water System Operator
- 26 and a backup Certified Public Water System Operator for
- 27 the duration of this Consent Decree;
- 28

- (2) Submitting standard operating procedures for EPA’s approval within forty-five (45) Days of the Effective Date;
- (3) Establishing a Compliance Account within thirty (30) Days of the Trigger Date of this Consent Decree and funding it every 30 days thereafter;
- (4) Installing an alarm system within ninety (90) Days of the Trigger Date;
- (5) Installing tanks and acquiring backup parts as described in Paragraph 18 by their respective deadlines;
- (6) Submitting and implementing the Wastewater System Compliance Schedule as described in Paragraphs 19-20.

33. Reporting Requirements. The following stipulated penalties shall accrue per violation per Day for each violation of the reporting requirements of Section VIII (Reporting Requirements), except that no stipulated penalties shall accrue for violation of the reporting requirement in Paragraph 24.c (monthly summaries):

<u>Penalty Per Violation Per Day</u>	<u>Period of Noncompliance</u>
\$100.....	1st through 14th Day
\$200.....	15th through 30th Day
\$400.....	31st Day and beyond

34. Transfer of Ownership. If Defendants fail to: (a) provide a copy of this Consent Decree to any proposed transferee; (b) provide written notice to the United States at least 30 Days prior to any transfer of any portion of the Park; or (c) provide a copy of the proposed written agreement with the transferee as required by Paragraph 4, Defendants shall pay a stipulated penalty of \$2000 per occurrence.

35. Stipulated penalties under this Section shall begin to accrue on the Day after performance is due or on the Day a violation occurs, whichever is

1 applicable, and shall continue to accrue until performance is satisfactorily
2 completed or until the violation ceases. Stipulated penalties shall accrue
3 simultaneously for separate violations of this Consent Decree.

4 36. Defendants shall pay any stipulated penalty within thirty (30) Days of
5 receiving the United States' written demand.

6 37. The United States may in the unreviewable exercise of its discretion,
7 reduce or waive stipulated penalties otherwise due it under this Consent Decree.

8 38. Stipulated penalties shall continue to accrue as provided in Paragraph
9 35 during any Dispute Resolution, but need not be paid until the following:

10 a. If the dispute is resolved by agreement of the Parties or by a
11 decision of EPA that is not appealed to the Court, Defendants shall pay
12 accrued penalties determined to be owing, together with interest, to the
13 United States within 30 Days of the effective date of the agreement or the
14 receipt of EPA's decision or order.

15 b. If the dispute is appealed to the Court and the United States
16 prevails in whole or in part, Defendants shall pay all accrued penalties
17 determined by the Court to be owing, together with interest, within 60 Days
18 of receiving the Court's decision or order, except as provided in
19 subparagraph c, below.

20 c. If any Party appeals the District Court's decision, Defendants
21 shall pay all accrued penalties determined to be owing, together with
22 interest, within 15 Days of receiving the final appellate court decision.

23 39. Defendants shall pay stipulated penalties owing to the United States in
24 the manner set forth in Paragraph 10 and with the confirmation notices required by
25 Paragraph 11, except that the transmittal letter shall state that the payment is for
26 stipulated penalties and shall state for which violation(s) the penalties are being
27 paid.

28 40. If Defendants fail to pay stipulated penalties according to the terms of

1 this Consent Decree, Defendants shall be liable for interest on such penalties, as
2 provided for in 28 U.S.C. § 1961, accruing as of the date payment became due.
3 Nothing in this Paragraph shall be construed to limit the United States from
4 seeking any remedy otherwise provided by law for Defendants’ failure to pay any
5 stipulated penalties.

6 41. The payment of penalties and interest, if any, shall not alter in any
7 way Defendants’ obligation to complete the performance of the requirements of
8 this Consent Decree.

9 42. Non-Exclusivity of Remedy. Stipulated penalties are not the United
10 States’ exclusive remedy for violations of this Consent Decree. Subject to the
11 provisions of Section XIII (Effect of Settlement/Reservation of Rights), the United
12 States expressly reserves the right to seek any other relief it deems appropriate for
13 Defendants’ violation of this Decree or applicable law, including but not limited to
14 an action against Defendants for statutory penalties, additional injunctive relief,
15 mitigation or offset measures, and/or contempt. However, the amount of any
16 statutory penalty assessed for a violation of this Consent Decree shall be reduced
17 by an amount equal to the amount of any stipulated penalty assessed and paid
18 under this Consent Decree.

19 **X. FORCE MAJEURE**

20 43. “Force Majeure,” for purposes of this Consent Decree, is defined as
21 any event arising from causes beyond the control of Defendants, of any entity
22 controlled by Defendants, or of Defendants’ contractors that delays or prevents the
23 performance of any obligation under this Consent Decree despite Defendants’ best
24 efforts to fulfill the obligation. The requirement that Defendants exercise “best
25 efforts to fulfill the obligation” includes using best efforts to anticipate any
26 potential force majeure event and best efforts to address the effects of any potential
27 force majeure event (a) as it is occurring and (b) following the potential force
28 majeure, such that the delay and any adverse effects of the delay are minimized.

1 “Force Majeure” does not include Defendants’ financial inability to perform any
2 obligation under this Consent Decree.

3 44. If any event occurs or has occurred that may delay the performance of
4 any obligation under this Consent Decree, whether or not caused by a force
5 majeure event, Defendants shall notify EPA as provided in Section XV within 72
6 hours of when Defendants first knew that the event might cause a delay. Within
7 seven (7) Days thereafter, Defendants shall provide in writing to EPA an
8 explanation and description of the reasons for the delay; the anticipated duration of
9 the delay; all actions taken or to be taken to prevent or minimize the delay; a
10 schedule for implementation of any measures to be taken to prevent or mitigate the
11 delay or the effect of the delay; Defendants’ rationale for attributing such delay to
12 a force majeure event if it intends to assert such a claim; and a statement as to
13 whether, in the opinion of Defendants, such event may cause or contribute to an
14 endangerment to public health, welfare or the environment. Defendants shall
15 include with any notice all available documentation supporting the claim that the
16 delay was attributable to a force majeure. Failure to comply with the above
17 requirements shall preclude Defendants from asserting any claim of force majeure
18 for that event for the period of time of such failure to comply, and for any
19 additional delay caused by such failure. Defendants shall be deemed to know of
20 any circumstance of which Defendants, any entity controlled by Defendants, or
21 Defendants’ contractors knew or should have known.

22 45. If EPA agrees that the delay or anticipated delay is attributable to a
23 force majeure event, the time for performance of the obligations under this Consent
24 Decree that are affected by the force majeure event will be extended by EPA for
25 such time as is necessary to complete those obligations. An extension of the time
26 for performance of the obligations affected by the force majeure event shall not, of
27 itself, extend the time for performance of any other obligation. EPA will notify
28 Defendants in writing of the length of the extension, if any, for performance of the

1 obligations affected by the force majeure event.

2 46. If EPA does not agree that the delay or anticipated delay has been or
3 will be caused by a force majeure event, EPA will notify Defendants in writing of
4 its decision.

5 47. If Defendants elect to invoke the dispute resolution procedures set
6 forth in Section XI (Dispute Resolution), they shall do so no later than 15 Days
7 after receipt of EPA's notice. In any such proceeding, Defendants shall have the
8 burden of demonstrating by a preponderance of the evidence that the delay or
9 anticipated delay has been or will be caused by a Force Majeure event, that the
10 duration of the delay or the extension sought was or will be warranted under the
11 circumstances, that best efforts were exercised to avoid and mitigate the effects of
12 the delay, and that Defendants complied with the requirements of Paragraphs 43
13 and 44. If Defendants carry this burden, the delay at issue shall be deemed not to
14 be a violation by Defendants of the affected obligation of this Consent Decree
15 identified to EPA and the Court.

16 **XI. DISPUTE RESOLUTION**

17 48. Unless otherwise expressly provided for in this Consent Decree, the
18 dispute resolution procedures of this Section shall be the exclusive mechanism to
19 resolve disputes arising under or with respect to this Consent Decree. Defendants'
20 failure to seek resolution of a dispute under this Section shall preclude Defendants
21 from raising any such issue as a defense to an action by the United States to
22 enforce any obligation of Defendants arising under this Decree.

23 49. Informal Dispute Resolution. Any dispute subject to Dispute
24 Resolution under this Consent Decree shall first be the subject of informal
25 negotiations. The dispute shall be considered to have arisen when Defendants send
26 DOJ and EPA a written Notice of Dispute. Such Notice of Dispute shall state
27 clearly the matter in dispute. The period of informal negotiations shall not exceed
28 20 Days from the date the dispute arises, unless that period is modified by written

1 agreement. Upon mutual agreement, the Parties may use the mediation services of
2 Magistrate Judge David T. Bristow or another mediator of this Court to facilitate
3 informal negotiations. If the Parties cannot resolve a dispute by informal
4 negotiations then the position advanced by the United States shall be considered
5 binding unless, within 21 Days after the conclusion of the informal negotiation
6 period, Defendants invoke formal dispute resolution procedures as set forth below.

7 50. Formal Dispute Resolution. Defendants shall invoke formal dispute
8 resolution procedures, within the time period provided in the preceding Paragraph,
9 by sending DOJ and EPA a written Statement of Position regarding the matter in
10 dispute. The Statement of Position shall include, but need not be limited to, any
11 factual data, analysis, or opinion supporting Defendants' position and any
12 supporting documentation relied upon by Defendants.

13 51. The United States will send Defendants its Statement of Position
14 within 45 Days of receipt of Defendants' Statement of Position. The United
15 States' Statement of Position shall include, but need not be limited to, any factual
16 data, analysis, or opinion supporting that position and any supporting
17 documentation relied upon by the United States. The United States' Statement of
18 Position is binding on Defendants unless Defendants file a motion for judicial
19 review of the dispute in accordance with the following Paragraph.

20 52. Judicial Dispute Resolution. Defendants may seek judicial review of
21 the dispute by filing with the Court and serving on the United States a motion
22 requesting judicial resolution of the dispute. The motion (a) must be filed within
23 ten (10) Days of receipt of the United States' Statement of Position under the
24 preceding Paragraph; (b) may not raise any issue not raised in informal dispute
25 resolution under Paragraph 49, unless the Plaintiffs raise a new issue of law or fact
26 in the Statement of Position; (c) shall contain a written statement of Defendants'
27 position on the matter in dispute, including any supporting factual data, analysis,
28 opinion, or documentation, and (d) shall set forth the relief requested and any

1 schedule within which the dispute must be resolved for orderly implementation of
2 the Consent Decree.

3 53. The United States shall respond to Defendants' motion within the time
4 period allowed by the Local Rules of this Court. Defendants may file a reply
5 memorandum, to the extent permitted by the Local Rules.

6 54. Standard of Review

7 a. Disputes Concerning Matters Accorded Record Review.

8 Except as otherwise provided in this Consent Decree, in any dispute brought
9 under Paragraph 52 pertaining to the adequacy or appropriateness of plans,
10 procedures to implement plans, schedules or any other items requiring
11 approval by EPA under this Consent Decree; the adequacy of the
12 performance of work undertaken pursuant to this Consent Decree; and all
13 other disputes that are accorded review on the administrative record under
14 applicable principles of administrative law, Defendants shall have the
15 burden of demonstrating, based on the administrative record, that the
16 position of the United States is arbitrary and capricious or otherwise not in
17 accordance with law. The administrative record of the dispute shall be
18 maintained by EPA and shall contain all Statements of Position, including
19 supporting documentation, submitted under this Section. Where appropriate,
20 EPA may allow submission of supplemental statements of position by the
21 parties to the dispute.

22 b. Other Disputes. Except as otherwise provided in this Consent
23 Decree, in any other dispute brought under Paragraph 52, Defendants shall
24 bear the burden of demonstrating that its position complies with this Consent
25 Decree and better furthers the Objective of the Consent Decree.

26 55. The invocation of dispute resolution procedures under this Section
27 shall not, by itself, extend, postpone, or affect in any way any obligation of
28 Defendants under this Consent Decree, unless and until final resolution of the

1 dispute so provides. Stipulated penalties with respect to the disputed matter shall
2 continue to accrue from the first Day of noncompliance, but payment shall be
3 stayed pending resolution of the dispute as provided in Paragraph 35. If
4 Defendants do not prevail on the disputed issue, stipulated penalties shall be
5 assessed and paid as provided in Section IX (Stipulated Penalties).

6 **XII. INFORMATION COLLECTION AND RETENTION**

7
8 56. The United States and its representatives, including attorneys,
9 contractors, and consultants, shall have the right of entry into any part of the Park
10 covered by this Consent Decree, at all reasonable times, upon presentation of
11 credentials, to:

- 12 a. monitor the progress of activities required under this Consent
13 Decree;
- 14 b. verify any data or information submitted to the United States in
15 accordance with the terms of this Consent Decree;
- 16 c. obtain samples and, upon request, splits of any samples
17 Defendants or their representatives, contractors, or consultants have taken;
- 18 d. obtain documentary evidence, including photographs and
19 similar data; and
- 20 e. assess Defendants' compliance with this Consent Decree.

21 57. Upon request, Defendants shall provide EPA or its authorized
22 representatives splits of any samples Defendants have taken. Upon request, EPA
23 shall provide Defendants splits of any samples EPA has taken.

24 58. Until five years after the termination of this Consent Decree,
25 Defendants shall retain, and shall instruct its contractors and agents to preserve, all
26 non-identical copies of all documents, records, or other information (including
27 documents, records, or other information in electronic form) in its or its
28 contractors' or agents' possession or control, or that come into its or its
contractors' or agents' possession or control, and that relate in any manner to

1 Defendants' performance of its obligations under this Consent Decree. This
2 information-retention requirement shall apply regardless of any contrary corporate
3 or institutional policies or procedures. At any time during this information-
4 retention period, upon request by the United States, Defendants shall provide
5 copies of any documents, records, or other information required to be maintained
6 under this Paragraph.

7 59. At the conclusion of the information-retention period provided in the
8 preceding Paragraph, Defendants shall notify the United States at least ninety (90)
9 Days prior to the destruction of any documents, records, or other information
10 subject to the requirements of the preceding Paragraph and, upon request by the
11 United States, Defendants shall deliver any such documents, records, or other
12 information to EPA. Defendants may assert that certain documents, records, or
13 other information is privileged under the attorney-client privilege or any other
14 privilege recognized by federal law. If Defendants assert such a privilege, it shall
15 provide the following: (a) the title of the document, record, or information; (b) the
16 date of the document, record, or information; (c) the name and title of each author
17 of the document, record, or information; (d) the name and title of each addressee
18 and recipient; (e) a description of the subject of the document, record, or
19 information; and (f) the privilege asserted by Defendants. However, no
20 documents, records, or other information created or generated under the
21 requirements of this Consent Decree shall be withheld on grounds of privilege.

22 60. Defendants may also assert that information required to be provided
23 under this Section is protected as Confidential Business Information ("CBI") under
24 40 C.F.R. Part 2. As to any information that Defendants seek to protect as CBI,
25 Defendants shall follow the procedures set forth in 40 C.F.R. Part 2.

26 61. This Consent Decree in no way limits or affects any right of entry and
27 inspection, or any right to obtain information, the United States has under
28 applicable federal laws, regulations, or permits, nor does it limit or affect any duty

1 or obligation of Defendants to maintain documents, records, or other information
2 imposed by applicable federal, tribal, state or local laws, regulations, or permits.

3 **XIII. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS**

4
5 62. This Consent Decree fully and finally resolves the civil claims of the
6 United States for the violations alleged in the Complaint filed in this action through
7 the date of lodging.

8 63. The United States reserves all legal and equitable remedies available
9 to enforce the provisions of this Consent Decree. This Consent Decree shall not be
10 construed to limit the rights of the United States to obtain penalties or injunctive
11 relief under the SDWA or its implementing regulations, or under other federal
12 laws, regulations, or permit conditions, except as expressly specified in Paragraph
13 62. The United States further reserves all legal and equitable remedies to address
14 any conditions if there is or may be an imminent and substantial endangerment to
15 the public health or welfare or the environment arising at, or posed by, the Park's
16 Public Water and Wastewater Systems, whether related to the violations addressed
17 in this Consent Decree or otherwise.

18 64. Except with respect to claims that have been specifically resolved
19 under Paragraph 62, which are expressly carved out of this Paragraph, in any
20 subsequent administrative or judicial proceeding initiated by the United States for
21 injunctive relief, civil penalties, other appropriate relief relating to the Park,
22 Defendants shall not assert, and may not maintain, any defense or claim based
23 upon the principles of waiver, res judicata, collateral estoppel, issue preclusion,
24 claim preclusion, claim-splitting, or other defenses based upon any contention that
25 the claims raised by the United States in the subsequent proceeding were or should
26 have been brought in the instant case.

27 65. This Consent Decree is not a permit, or a modification of any permit,
28 under any federal, tribal, state, or local laws or regulations. Defendants are
responsible for achieving and maintaining complete compliance with all applicable

1 federal, tribal, state, and local laws, regulations, and permits; and Defendants’
2 compliance with this Consent Decree shall be no defense to any action commenced
3 under any such laws, regulations, or permits, except as set forth herein. The
4 United States does not, by its consent to the entry of this Consent Decree, warrant
5 or aver in any manner that Defendants’ compliance with any aspect of this Consent
6 Decree will result in compliance with provisions of the SDWA, 42 U.S.C. §§ 300h
7 and 300i, *et seq.*, or with any other provisions of federal, tribal, state, or local laws,
8 regulations, or permits.

9 66. This Consent Decree does not limit or affect the rights of Defendants
10 or of the United States against any third parties, not party to this Consent Decree,
11 nor does it limit the rights of third parties, not party to this Consent Decree, against
12 Defendants, except as otherwise provided by law.

13 67. This Consent Decree shall not be construed to create rights in, or grant
14 any cause of action to, any third party not party to this Consent Decree.

15 **XIV. COSTS**

16 68. The Parties shall bear their own costs of this action, including
17 attorneys’ fees, except that the United States shall be entitled to collect the costs
18 (including attorneys’ fees) incurred in any action necessary to collect any portion
19 of the civil penalty or any stipulated penalties due but not paid by Defendants.
20

21 **XV. NOTICES**

22 69. Unless otherwise specified in this Decree, whenever notifications,
23 submissions, or communications are required by this Consent Decree, they shall be
24 made in writing and sent by mail or email, with a preference for email, addressed
25 as follows:

26 As to DOJ by email (preferred): eescdcopy.enrd@usdoj.gov
27 Re: DJ # 90-5-1-1-12437

28 As to DOJ by mail: EES Case Management Unit

Environment and Natural Resources
Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DJ # 90-5-1-1-12437

As to EPA by email: boesch.nathaniel@epa.gov
torres.lawrence@epa.gov

As to Defendants:
(email preferred) Sophia Lawson Clark
1669 Croton Street
Beaumont, CA 92223
Email: slgoat_sl1@yahoo.com

Mark Mazda
Law Office of Mark Mazda
2601 Main Street, Suite 1200
Irvine, CA 92614
Email: mark@markmazda.com

70. Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above.

71. Notices submitted under this Section shall be deemed submitted upon mailing or transmission by email, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing.

XVI. EFFECTIVE DATE

72. The Effective Date of this Consent Decree shall be the date upon which the Court enters this Consent Decree or the Court grants a motion to enter the Consent Decree, whichever occurs first, as recorded on the Court’s docket.

XVII. RETENTION OF JURISDICTION

73. The Court shall retain jurisdiction over this case until termination of this Consent Decree, for the purpose of resolving disputes arising under this

1 Decree or entering orders modifying this Decree, under Sections XI (Dispute
2 Resolution) and XVIII (Modification), or effectuating or enforcing compliance
3 with the terms of this Decree.

4 **XVIII. MODIFICATION**

5 74. The terms of this Consent Decree may be modified only by a
6 subsequent written agreement signed by all the Parties. Where the modification
7 constitutes a material change to this Decree, it shall be effective only upon
8 approval by the Court.

9 75. Any disputes concerning modification of this Decree shall be resolved
10 under Section XI (Dispute Resolution), provided, however, that instead of the
11 burden of proof provided by Paragraph 54, the Party seeking the modification
12 bears the burden of demonstrating that it is entitled to the requested modification in
13 accordance with Federal Rule of Civil Procedure 60(b).

14 **XIX. TERMINATION**

15 76. After Defendants have completed the requirements of Section VI
16 (Compliance Requirements), have paid the civil penalty and any accrued stipulated
17 penalties as required by this Consent Decree and have remained in material
18 compliance with the SDWA for five (5) consecutive years following the Effective
19 Date of this Consent Decree, Defendants may serve upon the United States a
20 Request for Termination, stating that Defendants have satisfied those requirements,
21 together with all necessary supporting documentation.

22 77. Following receipt by the United States of Defendants Request for
23 Termination, the Parties shall confer informally concerning the Request and any
24 disagreement that the Parties may have as to whether Defendants have
25 satisfactorily complied with the requirements for termination of this Consent
26 Decree. If the United States agrees that the Decree may be terminated, the Parties
27 shall submit, for the Court's approval, a joint stipulation terminating the Decree.
28

1 78. If the United States does not agree that the Decree may be terminated,
2 Defendants may invoke Dispute Resolution under Section XI. However,
3 Defendants shall not seek Dispute Resolution of any dispute regarding termination
4 until 30 Days after service of its Request for Termination.

5 **XX. PUBLIC PARTICIPATION**

6 79. This Consent Decree shall be lodged with the Court for a period of not
7 less than 30 Days for public notice and comment in accordance with 28 C.F.R.
8 § 50.7. The United States reserves the right to withdraw or withhold its consent if
9 the comments regarding the Consent Decree disclose facts or considerations
10 indicating that the Consent Decree is inappropriate, improper, or inadequate.
11 Defendants consent to entry of this Consent Decree without further notice and
12 agree not to withdraw from or oppose entry of this Consent Decree by the Court or
13 to challenge any provision of the Decree, unless the United States has notified
14 Defendants in writing that it no longer supports entry of the Decree.
15

16 **XXI. SIGNATORIES/SERVICE**

17 80. Each undersigned representative of Defendants and the Assistant
18 Attorney General for the Environment and Natural Resources Division of the
19 Department of Justice identified on the DOJ signature page below, certifies that he
20 or she is fully authorized to enter into the terms and conditions of this Consent
21 Decree and to execute and legally bind the Party he or she represents to this
22 document.

23 81. This Consent Decree may be signed in counterparts, and its validity
24 shall not be challenged on that basis. Defendants agree to accept service of process
25 by mail or email with respect to all matters arising under or relating to this Consent
26 Decree and to waive the formal service requirements set forth in Rules 4 and 5 of
27 the Federal Rules of Civil Procedure and any applicable Local Rules of this Court
28 including, but not limited to, service of a summons.

1 **XXII. INTEGRATION**

2
3 82. This Consent Decree, including deliverables that are subsequently
4 approved under this Decree, constitutes the entire agreement among the Parties
5 regarding the subject matter of the Decree and supersedes all prior representations,
6 agreements and understandings, whether oral or written, concerning the subject
7 matter of the Decree herein.

8 **XXIII. 26 U.S.C. SECTION 162(f)(2)(A)(ii) IDENTIFICATION**

9 83. For purposes of the identification requirement in Section
10 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), and 26
11 C.F.R. § 1.162-21(b)(2), performance of Section II (Applicability), Paragraph 5;
12 Section VI (Compliance Requirements), Paragraphs 13-22; Section VII
13 (Deliverables), Paragraph 23.a-b.; Section VIII (Reporting Requirements),
14 Paragraphs 24-26; and Section XII (Information Collection and Retention),
15 Paragraphs 56-59, is restitution, remediation, or required to come into compliance
16 with law.

17 **XXIV. HEADINGS**

18
19 84. Headings to the Sections and Subsections of this Consent Decree are
20 provided for convenience and do not affect the meaning or interpretation of the
21 provisions of this Consent Decree.

22 **XXV. FINAL JUDGMENT**

23 85. Upon approval and entry of this Consent Decree by the Court, this
24 Consent Decree shall constitute a final judgment of the Court as to the United
25 States and Defendants.

26 **XXVI. APPENDICES**

27
28 86. The following Appendices are attached to and part of this Consent
Decree: “Appendix A” is the 2021 Emergency Administrative Order issued on

1 September 14, 2021, and the Amended Emergency Administrative Order issued on
2 June 13, 2023.

3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1 Dated and entered this __ day of _____, 2025.

2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

HON. MÓNICA RAMÍREZ ALMADANI
UNITED STATES DISTRICT JUDGE

FOR THE UNITED STATES OF AMERICA:

1
2 1/16/2025

3 Date

TODD KIM
Assistant Attorney General
Environment and Natural Resources Division
U.S. Department of Justice

5 PATRICIA MCKENNA
6 Digitally signed by
PATRICIA MCKENNA
Date: 2025.01.16
08:32:15 -05'00'

7 Patricia McKenna
8 Deputy Section Chief
9 Environmental Enforcement Section
10 Environment and Natural Resources Division
11 U.S. Department of Justice

12
13 /s/ Richard S. Greene IV

14 Richard S. Greene IV
15 Senior Trial Attorney
16 Environmental Enforcement Section
17 Environment and Natural Resources Division
18 U.S. Department of Justice

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FOR THE U.S. ENVIRONMENTAL
PROTECTION AGENCY, REGION IX:



Suzanne Andrews
Regional Counsel
U.S. Environmental Protection Agency, Region IX



Nathaniel Boesch
Assistant Regional Counsel
U.S. Environmental Protection Agency, Region IX
Office of Regional Counsel

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

FOR THE U.S. ENVIRONMENTAL
PROTECTION AGENCY, OFFICE OF
ENFORCEMENT AND COMPLIANCE
ASSURANCE:

Joseph G. Theis 1/15/25

Joseph G. Theis
Acting Director
Water Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency

Natalia Cabrera

Natalia Cabrera
Attorney Adviser
Municipal Enforcement Branch
Water Enforcement Division
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency

1 FOR DEFENDANTS:

2
3
4 12.23.24

5 Date



6 _____
7 Sophia Clark,
8 In her capacity as Administrator
9 for the Estate of Scott L. Lawson, and on behalf of
10 Lopez To Lawson, Inc.
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

APPENDIX A

2021 Emergency Administrative Order issued on September 14, 2021, and the Amended Emergency Administrative Order issued on June 13, 2023.

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION IX
75 Hawthorne Street
San Francisco, CA 94105-3901**

IN THE MATTER OF:)	
)	Docket No. PWS-AO-2021-6000
Oasis Mobile Home Park; the Estate of Scott)	Proceedings Pursuant To Section
Lawson Sr.; Cheweka Salazar Lawson; Sophia)	1431 of the Safe Drinking Water Act,
Lawson; Scott Lawson Jr.; Martin Lawson; Kim)	42 U.S.C. § 300i
Lawson Jr.; Rose Saubel; and Julie Lawson,)	
Public Water System, PWS ID. No. 090605129)	EMERGENCY ADMINISTRATIVE ORDER
Respondents.)	
)	
)	
)	
)	

I. AUTHORITY

1. The Enforcement and Compliance Assurance Division for Region 9 of the U.S. Environmental Protection Agency (“EPA”) issues this Emergency Administrative Order (“Order”) to Oasis Mobile Home Park; the Estate of Scott Lawson Sr.; Cheweka Salazar Lawson; Sophia Lawson; Scott Lawson Jr.; Martin Lawson; Kim Lawson Jr.; Rose Saubel; and Julie Lawson (collectively, the “Respondents”) pursuant to EPA’s authority under Section 1431(a) of the Safe Drinking Water Act (“SDWA”), 42 U.S.C. § 300i(a). The undersigned officials have been properly delegated this authority.

2. EPA has primary enforcement responsibility for the SDWA public water system supervision program on the Torres Martinez Desert Cahuilla Indians Reservation (“Reservation”). No other governmental authority has applied for or been approved to administer the program on the Reservation.

3. EPA may issue an Order pursuant to Section 1431(a) of the SDWA, 42 U.S.C. § 300i(a), when a contaminant is present in or is likely to enter a public water system, which may present an imminent and substantial endangerment to the health of persons, and appropriate state and local authorities have not acted to protect the health of such persons.

II. FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. Background and Legal Authorities

4. Based upon the facts set forth in Section II.B of this Order, EPA has determined that contaminants are present or likely to enter the Oasis Mobile Home Park (“Oasis”) Public Water System (the “System”), which serves water for human consumption through approximately 390 service connections to approximately 1,100 persons located on the Reservation at 88740 Avenue 70, Thermal, California 92274. As a result, the situation may present an imminent and substantial endangerment to the health of persons pursuant to Section 1431(a) of SDWA.
5. The System is located on Allotment 19 within the Reservation. The U.S. Bureau of Indian Affairs (“BIA”) records indicate that Allotment 19 was created in 1927. In 1964, a Fee Patent was issued for a 1/3 undivided interest to Lillian Lopez Grapevine, who is not an enrolled member of the Torres Martinez Desert Cahuilla Indians. The remaining 2/3 undivided interest in the Allotment remains held in trust by the BIA for the benefit of members of the Lawson family, including Scott Lawson Sr., who held a 1/6 undivided interest in the Allotment until his passing on May 4, 2021. Martin Lawson holds another 1/3 undivided interest in the Allotment. Kim Lawson Jr., Julie Lawson, and Rose Saubel jointly hold the remaining 1/6 undivided share of the Allotment.
6. Cheweka Salazar Lawson, Sophia Lawson, and Scott Lawson Jr., who are Scott Lawson Sr.’s children, are currently operating the System, either directly or through the employment of an operator of the System.
7. Respondents Estate of Scott Lawson, Sr., Martin Lawson, Kim Lawson, Jr., Julie Lawson, and Rose Saubel all have ownership interests in the trust land on which the System is located, and therefore currently own all or part of the System.
8. As a result, Respondents collectively own and/or operate a “public water system” within the meaning of Section 1401(4) of the SDWA, 42 U.S.C. § 300f(4), and 40 C.F.R. § 141.2.
9. Respondents’ ownership and/or operation of a public water system makes each a “supplier of water” within the meaning of Section 1401(5) of the SDWA, 42 U.S.C. § 300f(5), and 40 C.F.R. § 141.2, and subject to the requirements of Part B of the SDWA, 42 U.S.C. § 300g et seq., and its implementing regulations at 40 C.F.R. Part 141.
10. Respondents are each an individual and therefore each is a “person” as that term is defined in the Act, 42 U.S.C. § 300f(12), and 40 C.F.R. § 141.2.
11. The System, which regularly serves at least twenty-five (25) year-round residents, is a “community water system” (“CWS”) within the meaning of Section 1401(15) of the SDWA, 42 U.S.C. § 300f(15), and 40 C.F.R. § 141.2.

12. The SDWA's National Primary Drinking Water Regulations ("NPDWRs") at 40 C.F.R. § 141.62(b)(16) establish the Maximum Contaminant Level ("MCL") for arsenic at 10 parts per billion ("ppb").
13. The System is solely supplied by groundwater that has naturally occurring arsenic levels above the MCL of 10 ppb.
14. In order to meet the MCL, the System treats the water for arsenic using an Environgen Technologies coagulation filtration system, which uses a proprietary media ("Treatment System").
15. EPA brought previous civil administrative enforcement actions against the late Scott Lawson Sr. and his sole proprietorship, Oasis.
16. In September 2004, EPA issued an Administrative Order to Scott Lawson Sr. and Oasis for failure to monitor and report for numerous SDWA chemical and microbiological contaminants. In September 2007, EPA, Scott Lawson Sr., and Oasis entered into a Consent Agreement and Final Order regarding SDWA monitoring and reporting violations, among others, that included an \$18,000 penalty.
17. In August 2019, EPA issued an Emergency Administrative Order to Scott Lawson Sr. and Oasis due to high arsenic levels ranging from 89 ppb to 97 ppb in the treated water at the Entry Point to the Distribution System ("EPDS").
18. In September 2020, EPA issued a second Emergency Administrative Order to Scott Lawson Sr. and Oasis due to high arsenic levels ranging from 78 ppb to 90 ppb in the treated water found not only at the EPDS, as was the case in 2019, but also found in residential homes.
19. Prior to issuing these Emergency Administrative Orders, including this Order, EPA consulted with tribal and local authorities and confirmed they have not acted to protect the health of persons in this instance.
20. Through their actions or inactions, as owners and/or operators of the System, Respondents have collectively failed to ensure that the System is meeting the arsenic MCL, as described below in Paragraphs 26 to 34.
21. Through their actions or inactions, Respondents have also caused or contributed to the endangerment of the Oasis consumers from arsenic, a contaminant, present in the System by not taking proper action to address the high levels of arsenic, as described below in Paragraphs 26 to 34.
22. The EPA has determined that this Order is necessary to protect public health for the following reasons:

B. Endangerment Caused by Contaminants in the System

23. Exposure to arsenic may result in both acute and chronic health effects for humans. Arsenic is a known carcinogen and consuming water with high levels of arsenic over many years can increase the chance of lung, bladder, and skin cancers, as well as heart disease, diabetes, and neurological damage.
24. The Treatment System, an Environgen Technologies coagulation filtration system, was designed to treat water with arsenic at a range of 10 to 19 ppb. It was also designed to operate with a pH range around 8.0 pH, but not necessarily higher or lower pH levels.
25. A sanitary survey performed on February 25, 2020 showed that the Distribution System at Oasis is made up of 1, 2, 3, 4, 6 and 8-inch PVC pipe. Many of the homes served by the Distribution System have galvanized pipe, PVC, and copper. At the time, the primary source of raw water for the System came from Well #1.

**High Arsenic Levels Currently in the Distribution System
and Historically at the EPDS from Well #1**

26. On July 13, 2020, a community group conducted arsenic tests at taps in homes at Oasis showing arsenic levels of 70, 40, and 30 ppb at three of the homes.
27. Follow-up sampling by the community group on July 30, 2020 showed arsenic levels in the same three homes previously sampled at Oasis were 84, 83, and 86 ppb.
28. Between October 31, 2019 and August 26, 2020, the System collected twenty-nine (29) samples at the EPDS, and all arsenic results were below the MCL. The System conducted weekly sampling through May 2020 and then monthly sampling until July 2020.
29. On August 26, 2020, Scott Lawson Sr.'s representatives took samples in individual homes, at a water storage tank and at the EPDS. The arsenic level taken at the taps of residential homes ranged from 78 to 90 ppb, the water storage tank was at 87 ppb, and EPDS was at 80 ppb.
30. Based on the sampling described above, EPA has determined that arsenic is likely accumulating in the System's piping and storage of the Distribution System and adhering to the plumbing infrastructure of residential homes, thereby exposing residents to arsenic concentrations significantly higher than the MCL even when levels at the EPDS are meeting the MCL.

High Arsenic Levels Currently at the EPDS from Well #2

31. On August 22, 2020, due to a failure of Well #1 resulting in a reduced flow of source water and a high level of sand and clay accumulation at the Treatment System, Scott Lawson Sr. and Oasis switched to another well, Well #2, as the primary source of water for the System. Well #2 has significantly higher levels of arsenic and pH than Well #1.

32. From August 2020 to August 2021, the System collected 16 compliance samples at the EPDS and all the results have been above the MCL. The sample collected on August 18, 2021 was 93 ppb.
33. Given that raw water from Well #2 has natural arsenic levels of up to 100 ppb and a pH over 9.0, the Treatment System, based upon its current design and operation, is not reliably and consistently treating the arsenic in the raw water from Well #2 to levels below the arsenic MCL.
34. As a result of the Treatment System not currently treating arsenic in the raw water from Well #2 to a level below the arsenic MCL, residents are potentially being exposed to arsenic concentrations significantly above the MCL.

III. EMERGENCY ORDER

A. Intent to Comply

35. By September 17, 2021, Respondents must individually notify EPA in writing of their intent to comply with the terms of this Order. To satisfy this requirement, Respondents must each email the EPA points of contact identified below in Paragraph 61.

B. Alternative Water and Alternative Water Supply Plan

36. Respondents shall provide an alternative source of water (e.g., bottled water) to customers starting no later than September 15, 2021 by 5:00 pm each day. This water source must meet all applicable SDWA requirements at 40 C.F.R. Part 141. Respondents shall provide an alternative source of water to its customers of at least one gallon of potable water per day per person with no direct or indirect costs to customers (including any rent increases or additional fees) until at least such time as EPA notifies Respondents in writing that they may discontinue supplying an alternative source of water to the System's customers.
37. Notwithstanding the requirement of Paragraph 36, above, by September 17, 2021, Respondents shall develop, and submit to EPA for approval in accordance with Paragraph 62, an Alternative Water Source Plan ("AWSP") wherein Respondents will detail how and where they will provide at least one gallon of potable water per day, per person. This per person daily allotment of alternative water must be made accessible to all persons served by the System. Additionally, the AWSP will outline how Respondents plan to inform every person served by the System of how to obtain the alternative water. The AWSP shall describe how Respondents will demonstrate to EPA weekly that alternative water was provided on a daily basis and the number of gallons distributed to each person. The AWSP shall also describe how all persons, including those with disabilities or health issues, will have access to the alternative water. If Respondents provide bottled water as alternative water in accordance with this Order, Respondents must ensure that the bottled water is certified by the International Bottled Water Association ("IBWA") or NSF International.
38. Once this AWSP is approved by EPA in writing pursuant to Paragraph 62, Respondents shall

implement the AWSP within twenty-four (24) hours as the method to ensure compliance with the ongoing alternative water requirement of Paragraph 36. The implementation of the AWSP shall remain in effect until EPA provides written notification to Respondents that AWSP implementation is no longer required.

39. No later than twenty-four (24) hours after implementing the AWSP, Respondents shall provide to System users public notice (in English and Spanish) regarding the alternative source of water, along with a description of the health effects associated with arsenic in drinking water. The public notice shall comply with Tier 1 requirement under 40 C.F.R. §§ 141.201 and 141.202.

C. Certified Operator

40. By September 17, 2021, Respondents shall provide documentation to EPA for approval in accordance with Paragraph 62 that they have retained a certified operator who possesses operator certification credentials of at least level Distribution 1 and Treatment 1 to run the System on a daily basis, including a copy of the operator's certification and signed contract for employment. The water operator must operate and maintain the System and be on-site no less than seven days a week, unless otherwise notified in writing by EPA, and be accessible or available to make water system operations and process control decisions at all times. Respondents shall include in the documentation a plan for a backup operator, including contact information, certification, and a signed contract.

D. Technical Provider

41. By September 21, 2021, Respondents must identify and submit for EPA approval in accordance with Paragraph 62 the names of one or more properly certified technical providers that have sufficient technical and/or engineering knowledge and experience in the areas of drinking water system operations, including the particular Treatment System used by Oasis. The technical providers shall be able to assess the operation of the Treatment System, specifically to address excessive arsenic in the Distribution System and in the raw water from Well #2. The technical providers must also be qualified to assess how to best operate the System to achieve compliance with the arsenic MCL.
42. Upon EPA's approval of the technical provider(s) pursuant to Paragraph 62, Respondents shall have forty-eight (48) hours to retain the technical provider(s).

E. Distribution System Sampling Plan

43. By October 12, 2021, Respondents shall submit to EPA for approval in accordance with Paragraph 62 a Distribution System Sampling Plan ("Sampling Plan") to identify, throughout the Distribution System at Oasis on an ongoing basis, levels of arsenic, iron, and any other inorganic constituents that the Technical Provider or other reliable source of technical information identifies as potentially precipitating or concentrating arsenic.

44. The Sampling Plan shall assess the efficacy of any measures put in place to control arsenic within the Distribution System. The Sampling Plan shall:
- a) identify sampling locations that are representative of all parts of the Distribution System and all types of premise plumbing;
 - b) measure levels of constituents at tap samples of individual homes within the System;
 - c) require samples be taken after the tap is flushed on full flow for one (1) to two (2) minutes, be collected while the tap is on full flow, and be sent to a State-certified laboratory for analysis;
 - d) require sampling no less than once per week;
 - e) require all laboratory results be transmitted to EPA within twenty-four (24) hours of receiving them.
45. The Sampling Plan shall also describe the strategy Respondents will implement to communicate with residents about any effects or impacts the actions from the Sampling Plan will have upon residents. Written notices shall be distributed to residents, and drafts of the notices in English and Spanish shall be included in the Sampling Plan.
46. Respondents shall implement the Sampling Plan within two (2) days of EPA's approval of the Sampling Plan pursuant to Paragraph 62, and shall continue implementation until they receive notice from EPA that it is no longer necessary.
47. Respondents shall comply with any additional and/or more frequent sampling and analysis requirements determined necessary by EPA following written notice by EPA of any such requirements.
48. Respondents shall continue to comply with all applicable monitoring and reporting requirements of the SDWA and the NPDWRs in accordance with 40 C.F.R. Part 141.

F. Assessment of Current Operations

49. By September 29, 2021, Respondents must prepare and submit for EPA approval in accordance with Paragraph 62, an assessment prepared by the Technical Provider describing the current operations of the Treatment System and the Distribution System ("Assessment of Operations") that contains the items specified in Paragraph 51, below.
50. As background, the Treatment System operates by pumping Well #2 source water through a transmission line where prior to treatment, chlorine, carbon dioxide and a ferric chloride solution is injected into the water to produce arsenic-containing floc, a solid. The water is then piped through eight vessels, each containing a proprietary manganese oxide media to remove the floc. The treatment process has a backwash component that cleans the filters by removing the arsenic saturated iron oxides and other particulates that may have been in the filtered water. After the water is filtered through the vessels, it is discharged to storage tanks and then pumped for distribution.

51. The Assessment of Operations shall include discussion of the adequacy and/or efficacy of the following current operational elements of the Treatment System to reduce arsenic in the Well #2 source water to levels meeting the arsenic MCL:
- a) Process flow and design diagrams including operational parameters
 - b) pH adjustments
 - c) Oxidation addition
 - d) Coagulant additions
 - i. Volumetric flowrate of solution(s) required to meet a predetermined dose rate
 - e) Filter media
 - i. Degradation
 - ii. Improper regeneration
 - f) Backwash design
 - g) Waste handling design, procedures and protocols
 - i. Brine/backwash tank
 - ii. Drying bed
 - h) Storage tanks, including the evaluation of all vents, screens, and hatches

The report shall specifically address each element, providing a description of how each functions and documenting any deficiencies or issues that may negatively impact successful operation of the Treatment System.

G. Flushing Plan

52. By October 12, 2021, Respondents shall submit to EPA for approval in accordance with Paragraph 62 a System-wide (including homes) plan to intermittently flush sitting water from the entire system (“Flushing Plan”). The Flushing Plan shall include a schedule of implementation and be designed in coordination with the results of the Sampling Plan to remove all iron and arsenic from the Distribution System and plumbing within each home.
53. The Flushing Plan shall also describe the strategy Respondents will implement to communicate with residents about any effects or impacts the actions from the Flushing Plan will have upon residents and the water. Written notices shall be distributed to residents, and drafts of the notices in English and Spanish shall be included in the Flushing Plan.
54. Respondents shall implement the Flushing Plan within two (2) days of EPA’s approval of the Plan pursuant to Paragraph 62 and continue implementation until EPA notifies Respondents in writing that flushing is no longer necessary.

H. Corrective Action Plan

55. By November 9, 2021, Respondents shall submit to EPA for approval in accordance with Paragraph 62 a Corrective Action Plan that analyzes and provides corrective actions for both

arsenic precipitating or concentrating in the Distribution System and the high levels of arsenic at the EPDS. At a minimum, the Corrective Action Plan shall include the following measures to be implemented as quickly as possible:

- a. For arsenic precipitating or concentrating within the Distribution System:
 - i. A detailed plan identifying how the Respondents can address the causes of precipitation or concentration of arsenic within the Distribution System, through either physical and/or operational changes to the System, including an implementation schedule for any corrective action found to be necessary;
 - ii. A discussion of how samples taken under the Sampling Plan will demonstrate the efficacy of any corrective action efforts; and
 - iii. Identification of contingencies to be taken if the identified corrective action is not effective at reducing or eliminating the precipitation or concentration of arsenic within the Distribution System or any other available source water in order to achieve the arsenic MCL in the System.
 - b. For the control of high levels of arsenic at the EPDS:
 - i. A detailed plan identifying how the Respondents can address any limitations preventing the Treatment System from treating high levels of arsenic in the source water from Well #2 to the arsenic MCL, through either physical and/or operational changes at the Treatment System, including an implementation schedule for any corrective action found to be necessary;
 - ii. A discussion of how samples taken under the Sampling Plan will demonstrate the efficacy of any corrective action efforts; and
 - iii. Identification of contingencies to be taken if the identified corrective action is not sufficient for the current arsenic treatment plan to remove sufficient arsenic from the raw water in Well #2 or any other available source water in order to achieve the arsenic MCL in the System.
56. The Corrective Action Plan shall also include Standard Operating Procedures (“SOPs”), that describe the process of determining whether the operating conditions of the Treatment System are influencing arsenic levels, and how to optimize operational parameters to ensure maximum reduction of arsenic by the Treatment System. The SOPs shall reference how specific data from the Sampling and Flushing Plans will be used for arsenic treatment operations. The SOPs shall be drafted in a manner that non-technical practitioners can understand and implement them.
57. Respondents shall implement the approved Corrective Action Plan within two (2) days of

EPA's approval of the Plan pursuant to Paragraph 62.

58. EPA retains its authority to take additional action pursuant to its authority under SDWA, including the issuance of additional order(s), to ensure consumers at Oasis are not exposed to arsenic levels above the MCL of 10 ppb, including but not limited to if the corrective actions fail to correct excessive arsenic levels at Oasis.

IV. GENERAL PROVISIONS

A. Notifications

59. Respondents must notify EPA within twenty-four (24) hours after any Respondent learns of a violation of this Order or a situation with the potential to have serious adverse effects on human health as a result of short-term exposure to contaminants. 40 C.F.R. § 141.202(b)(2).
60. Respondents shall carry out the public notice requirements found in 40 C.F.R. Part 141, Subpart Q for any violations of the NPDWRs.

B. Reporting

61. Respondents shall submit weekly updates to EPA on Respondents' progress complying with this Order by Monday of each week. At a minimum, the update must include any measures Respondents have taken to identify and address the problems with the System; any sample data; and a summary of all efforts taken to meet the requirements of this Order, including the provision of alternative water. Specifically, the updates shall include the water sheets documenting the provision of one gallon per person per day each week. These reports must be submitted via email to both of the following points of contact for EPA:

Everett Pringle
Drinking Water Section
U.S. Environmental Protection Agency
75 Hawthorne Street (ENF-3-3)
San Francisco, CA 94105
Phone: 415-972-3548
Email: pringle.everett@epa.gov

Jason Gambatese
Tribal Drinking Water Team
U.S. Environmental Protection Agency
75 Hawthorne Street (WTR-4)
San Francisco, CA 94105
Phone: 415-972-3571
Email: gambatese.jason@epa.gov

C. Review and Approval of Submissions

62. For any submission required under this Order for EPA approval, EPA may approve or disapprove the submission, in whole or in part, in writing addressed to the Respondent submitting the deliverable. If EPA disapproves a submission, or any component of a submission, that Respondent shall address all deficiencies identified by EPA within fourteen (14) days of receipt of EPA's disapproval and submit a revised submission, or its relevant components, for EPA's approval in accordance with Paragraph 62. Once a submission has been approved, all Respondents are obligated to implement it immediately and it shall

become an enforceable requirement of this Order. Once approved, EPA will send a copy of the submissions and related correspondence to all the other Respondents.

D. Weekly Meetings

63. Beginning on September 21, 2021, Respondents shall convene weekly meetings by teleconference and/or other web-based virtual communication platforms and invite the Technical Provider, EPA and/or other pertinent stakeholders to update and discuss any measures Respondents have taken to identify and address the problems with the System, including any sample data, and discuss implementation of this Order. Respondents shall provide invitations at least seven days in advance.

E. Effects of this Order

64. This Order supersedes the 2019 and 2020 Emergency Administrative Orders issued to Scott Lawson, Sr. and Oasis under Section 1431 of the SDWA.
65. Each Respondent is responsible for compliance with all requirements of this Order, jointly and severally.
66. This Order does not affect any legal requirement or EPA's legal enforcement options in this matter.
67. This Order constitutes final agency action. Under Section 1448(a) of the SDWA, 42 U.S.C. § 300j-7(a), Respondents may seek federal judicial review.
68. This Order does not relieve Respondents from their obligation to comply with any applicable federal, state, tribal, or local laws.
69. Pursuant to SDWA Section 1431(b), 42 U.S.C. § 300i(b), in the event that Respondents, individually or collectively, violate, fail or refuse to comply with any of the terms or provisions of this Order, EPA may commence a civil action in U.S. District Court against any or all Respondents to require compliance with this Order and to assess a civil penalty of up to \$24,674 per day of violation under the SDWA, as adjusted by the Federal Civil Penalties Inflation Adjustment Act of 1990, which was amended by the Debt Collection Improvement Act of 1996 and the subsequent Civil Monetary Penalty Inflation Adjustment Rule, 40 C.F.R. Part 19.
70. EPA reserves all rights against each Respondent and all other persons to take any further civil, criminal, or administrative enforcement action pursuant to any available legal authority. Nothing in this Order shall preclude EPA from taking any additional enforcement actions, including modification of this Order or issuance of additional Orders, and/or additional actions as the EPA may deem necessary, and/or from requiring Respondents in the future to perform additional activities pursuant to the SDWA or any other applicable law.
71. The provisions of this Order are binding on each Respondent and their officials, officers,

directors, partners, agents, employees, attorneys, successors, heirs, and assigns, and on all persons, independent contractors, consultants, and contractors acting in concert with Respondents.

F. Modification and Termination of this Order

72. EPA may modify this Order pursuant to its authority under Section 1431 of the SDWA. EPA will communicate any modification(s) to Respondents in writing, and they shall be incorporated into this Order.
73. The provisions of this Order shall be deemed satisfied upon Respondents' receipt of written notice from EPA that Respondents have demonstrated, to the satisfaction of EPA, that the terms of this Order, including any additional tasks determined by EPA to be required under this Order or any continuing obligation or promises, have been satisfactorily completed.

Issued and effective this fourteenth day of September, 2021.

**AMY MILLER-
BOWEN**

Digitally signed by AMY
MILLER-BOWEN
Date: 2021.09.14 12:52:36
-07'00'

Amy C. Bowen-Miller, Director
Enforcement & Compliance Assurance Division
U.S. Environmental Protection Agency, Region 9

Of counsel:

Ivan Lieben
Office of Regional Counsel
U.S. EPA – Region 9

Marcela von Vacano
Office of Regional Counsel
U.S. EPA – Region 9

5. On April 13, 2023, EPA requested, via email, that Respondents provide photographs of the inside of the three tanks to determine if sediment had settled on the bottom. Respondents provided tank inspection photos on May 15, 2023.
6. On May 4, 2023, EPA requested, via email, that Respondents either: 1) clean, disinfect, and coat the interior of all three storage tanks, in accordance with American Water Works Association (AWWA) standards for Disinfection of Water-Storage Facilities (C652-19) and Coating Steel Water-Storage Tanks (D102-21); or 2) replace any or all the tanks if found to be more cost effective than disinfection and coating.
7. On May 9, 2023, Respondents stated during the standing Tuesday meeting with EPA that photographs taken of the storage tanks indicated the north and middle tanks were not coated and had corrosion, but the south tank was coated. Respondents also stated that the north tank was offline due to a leak. In reviewing the May 15, 2023 submitted photos, EPA could not determine the extent to which sediment had accumulated in the tanks. Photographs of the south tank appeared to be coated with less corrosion, but also appeared to have sediment accumulation.
8. **Corrective Actions:** Based on the sample results that EPA collected on April 7, 2023 and Respondents' photographs, Respondents shall immediately take the following steps to address elevated levels of arsenic within its System:
 - a) **Pre-Tank Cleaning Sampling.** Continue weekly sampling consistent with the May 4, 2023 Revised Distribution System Sampling Plan.
 - b) **Third-Party Contractor(s).** If Respondents conclude no tank(s) requires replacement, identify and submit to EPA for approval, prior to beginning any work, the name(s) and resume(s) of one or more third-party contractor(s) with tank cleaning, coating, and disinfection experience. Upon EPA approval of the third-party contractor(s), the approved third-party contractor(s) shall conduct the following work:
 - i. **Tank Cleaning.** Drain and inspect each tank, remove sediment, replumb each storage tank manifold system to allow separate inlet and outlets, and install a separate sampling port at each tank.
 - ii. **Tank Coating.** If third-party contractor(s) determines any tank is not coated, the tank(s) shall be coated with an NSF International/American National Standards Institute (NSF/ANSI) 61 standard-approved coating.
 - iii. **Tank Disinfection.** Refill tanks(s) with treated water and disinfect the filled tank(s) with NSF/ANSI 60 standard-approved chlorine.
 - c) **Tank Replacement Option.** If Respondents conclude any of the tanks requires replacement, Respondents shall conduct the following work:
 - i. Submit to EPA for approval a plan that includes the design specifications for the proposed tank(s) and how the tanks will be plumbed with the existing infrastructure.
 - ii. Plumb each tank individually so that each tank can be taken off-line individually without the system running out of water. The outlet of each

tank should be fitted with a sample tap prior to entering the distribution system with finished blended water.

iii. **Tank Disinfection.** Fill tank(s) with treated water and disinfect the filled tank(s) with NSF/ANSI 60 standard-approved chlorine.

d) **Post-Tank Cleaning Sampling.** Take one sample at each tank sample port for total coliform and submit samples to a third-party certified laboratory with sample results sent to EPA. Respondents must have negative total coliform sample results prior to distributing drinking water to the distribution system. Additionally, resume weekly sampling consistent with the May 4, 2023 Revised Distribution System Sampling Plan.

9. If Respondents elect not to replace any tanks, Respondents must complete all requirements specified in Paragraphs 8a, 8b, and 8d, above, by August 14, 2023. If, however, Respondents elect to replace any tanks, Respondents must complete all requirements specified in Paragraphs 8a, and 8c through 8d, above by October 14, 2023. Respondents may seek EPA approval for an extension of time provided that Respondents submit documentation demonstrating Respondents' best efforts to minimize delays and meet the original deadline, a milestone schedule indicating proposed next steps and dates by which Respondents will comply to the proposed extension, and any other rationale supporting an extension request.

10. Respondents shall adhere to Paragraph 62 of the Order for review and approval of any submissions described herein.

Issued and effective this **[June 13, 2023]**

**AMY MILLER-
BOWEN**

Digitally signed by AMY
MILLER-BOWEN
Date: 2023.06.13 12:29:05
-07'00'

Amy C. Miller-Bowen, Director
Enforcement & Compliance Assurance Division
U.S. Environmental Protection Agency, Region 9

Of counsel:

Desean Garnett
Daron Ravenborg
Office of Regional Counsel
U.S. EPA – Region 9