

Jeanette Gonzales-Knight

From: Kevin Brown
Sent: Thursday, September 28, 2023 9:55 AM
To: Jeanette Gonzales-Knight
Subject: FW: Outstanding MSB Invoices
Attachments: 60445.pdf; 60559.pdf; 60588.pdf; 60647.pdf

Importance: High

Jeanette,

See attached for MSB's outstanding invoices with the APCD. In addition to these invoices, MSB has not paid the settlement fee for their NOVs (see the email from Glenn Gazdecki yesterday).

I also asked that the APCD gives me a heads up if a stop work order is issued since this would impact the MRF biofilter and GORE permits.

Thank you,

Kevin Brown

Interim Compliance Manager
Senior Compliance Analyst

Santa Barbara County Public Works

Resource Recovery and Waste Management Division

130 East Victoria Street, Suite 100

Santa Barbara, CA 93101

Email: kevbrown@countyofsb.org

Office: (805) 882-3622

Cell: (858) 776-7045

From: Gerardo De Los Santos <DeLosSantosG@sbcapcd.org>

Sent: Thursday, September 28, 2023 9:28 AM

To: Kevin Brown <kevbrown@countyofsb.org>

Cc: Rachel Silva <SilvaR@sbcapcd.org>

Subject: RE: Outstanding MSB Invoices

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Good morning Kevin,

Please see attached MSB outstanding invoices - 60445, 60559, 60588 and 60647.

Thanks for the clarification.

Thank you,



Gerardo De Los Santos

Accounting Technician
Air Pollution Control District
Santa Barbara County
260 N. San Antonio Rd., Suite A
Santa Barbara, CA 93110

DeLosSantosG@sbcapcd.org
805.979.8291

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From: Kevin Brown <kevbrown@countyofsb.org>
Sent: Thursday, September 28, 2023 8:19 AM
To: Rachael A. Silva <SilvaR@sbcapcd.org>
Subject: Outstanding MSB Invoices

Good Morning Rachael,

Hope all is going well. Can you send me copies of any outstanding invoices that Mustang Santa Barbara (MSB) has? I currently know of three: 60445, 60559, and 60588.

Additionally, I would like to clarify some statements made by John Dewey in some past emails to you and Gerardo. The County has provided MSB the contractual payments on time and we are current with those payments. We do not “control” his budget as he stated.

Appreciate the help!

Thank you,

Kevin Brown
Interim Compliance Manager
Senior Compliance Analyst

Santa Barbara County Public Works
Resource Recovery and Waste Management Division
130 East Victoria Street, Suite 100
Santa Barbara, CA 93101
Email: kevbrown@countyofsb.org
Office: (805) 882-3622
Cell: (858) 776-7045



air pollution control district
SANTA BARBARA COUNTY

260 North San Antonio Rd Suite A
Santa Barbara, CA 93110-1315

Invoice:60445

Date:6/20/2023

Terms:Net 30 Days

SBCAPCD Tax ID #77-0384167

INVOICE

Bill To:

Mustang Renewable Power Ventures, LLC.
17 Corporate Plaza, Suite 200
Newport Beach, CA 92660
Attention: Mr. John Dewey

Company No.:110368

Billing Type:Staff Labor /Contractor Billing

Billing Period:05/15/2023-06/11/2023

Project No.:205669

Facility/Permit No.:11480/

Vendor No.:N/A

Project Name: 205669-Resource Recovery Mustang

| | <u>Hours</u> | <u>Rate</u> | <u>Total</u> |
|----------------------------|--------------|-------------|-------------------|
| Air Quality Engineer I/II | 2.0 | \$142.23 | \$284.46 |
| Air Quality Engineer III | 43.5 | \$179.27 | \$7,798.25 |
| Air Quality Specialist III | 3.5 | \$164.22 | \$574.77 |
| Division Manager | 1.0 | \$235.50 | \$235.50 |
| Extra-Help | 4.0 | \$181.61 | \$726.45 |
| Subtotal | 54.0 | | \$9,619.43 |

Total Due: \$9,619.43

REMIT PAYMENTS TO THE ADDRESS ABOVE

Please indicate invoice number 60445 on your remittance.

IF YOU HAVE ANY QUESTIONS REGARDING YOUR INVOICE PLEASE EMAIL AcctRec@sbcapcd.org

The APCD charges \$25.00 for returned checks. Other Penalties/fees may be incurred as a result of returned checks (see District Rule 210).

Billing Detail

Billing From: 5/15/2023 to 6/11/2023
Date Billed: 6/20/2023

Report Date: 6/14/2023

| | | |
|-----------------------|--|------------------|
| Project 205669 | Resource Recovery Mustang | |
| Permit: | | |
| Activity 460 | Conducting health risk assessments including gathering inputs, modeling, writing HRA reports, reviewing HRAs performed by applicants, writing comment letters, meetings. | |
| | Extra-Help | <u>0.5 hours</u> |
| | | 0.5 hours |

| | | |
|---------------------|---------------------------|------------------|
| Permit: | | |
| Activity 202 | Responsible Agency Review | |
| | Extra-Help | <u>3.5 hours</u> |
| | | 3.5 hours |

| | | |
|---------------------|---|------------------|
| Permit: | | |
| Activity 300 | All activities associated with an inspection including preparation, travel to and from site, site visit, compliance review, recordkeeping and report review, preparation and review of inspection report. | |
| | Air Quality Specialist III | <u>2.5 hours</u> |
| | | 2.5 hours |

| | | |
|---------------------|---|------------------|
| Permit: | | |
| Activity 302 | Review and documentation of violations, review violation response, correspondence, follow up on violation until compliance is achieved. | |
| | Air Quality Specialist III | <u>1.0 hours</u> |
| | Division Manager | <u>1.0 hours</u> |
| | | 2.0 hours |

| | | |
|---------------------|---|-------------------|
| Permit: | | |
| Activity 400 | Process and review letters, draft & final permits, evaluation correspondence and other materials associated with specific permits. Attend meetings (including site visits) specific to permits. | |
| | Air Quality Engineer III | <u>41.5 hours</u> |
| | | 41.5 hours |

| | | |
|---------------------|---|------------------|
| Permit: | | |
| Activity 431 | Report review, correspondence, comment letters, and approval letters. | |
| | Air Quality Engineer III | <u>2.0 hours</u> |
| | | 2.0 hours |

| | | |
|---------------------|--|------------------|
| Permit: | | |
| Activity 434 | Review source test reports, prepare comment letters, correspondence, and approval letters. | |
| | Air Quality Engineer I | <u>2.0 hours</u> |
| | | 2.0 hours |

Project Total: 54.0 hours



air pollution control district
SANTA BARBARA COUNTY

260 North San Antonio Rd Suite A
Santa Barbara, CA 93110-1315

Invoice:60559

Date:7/10/2023

Terms:Net 30 Days

SBCAPCD Tax ID #77-0384167

INVOICE

Bill To:

Mustang Renewable Power Ventures, LLC.
17 Corporate Plaza, Suite 200
Newport Beach, CA 92660
Attention: Mr. John Dewey

Company No.:110368

Billing Type:DAS Program Fee

Billing Period:FY 23 - 24

Project No.:200630

Facility/Permit No.:

Vendor No.:N/A

DAS Program:

Description

| | <u>Total</u> |
|--|---------------------|
| ADF 1 - DAS Program Fee July - December 2023 | \$7,618.08 |
| ADF 2 - DAS Program Fee July - December 2023 | \$7,618.08 |
| MRF 1 - DAS Program Fee July - December 2023 | \$7,618.08 |
| MRF 2 - DAS Program Fee July - December 2023 | \$7,618.08 |
| | \$30,472.32 |

Total Due: \$30,472.32

REMIT PAYMENTS TO THE ADDRESS ABOVE

Please indicate invoice number 60559 on your remittance.

IF YOU HAVE ANY QUESTIONS REGARDING YOUR INVOICE PLEASE EMAIL AcctRec@sbcapcd.org

The APCD charges \$25.00 for returned checks. Other Penalties/fees may be incurred as a result of returned checks (see District Rule 210).



air pollution control district
SANTA BARBARA COUNTY

260 North San Antonio Rd Suite A
Santa Barbara, CA 93110-1315

Invoice: 60588

Date: 8/16/2023

Terms: Net 30 Days

SBCAPCD Tax ID #77-0384167

INVOICE

Bill To:

Mustang Renewable Power Ventures, LLC.
17 Corporate Plaza, Suite 200
Newport Beach, CA 92660
Attention: Mr. John Dewey

Company No.: 110368

Billing Type: Staff Labor / Contractor Billing

Billing Period: 06/12/2023-07/23/2023

Project No.: 205669

Facility/Permit No.: 11480/

Vendor No.: N/A

Project Name: 205669-Resource Recovery Mustang

| | <u>Hours</u> | <u>Rate</u> | <u>Total</u> |
|---------------------------|--------------|-------------|-------------------|
| Air Quality Engineer I/II | 2.0 | \$153.18 | \$306.36 |
| Air Quality Engineer III | 8.0 | \$193.07 | \$1,544.56 |
| Extra-Help | 5.0 | \$195.59 | \$977.95 |
| Subtotal | 15.0 | | \$2,828.87 |

Total Due: \$2,828.87

REMIT PAYMENTS TO THE ADDRESS ABOVE

Please indicate invoice number 60588 on your remittance.

IF YOU HAVE ANY QUESTIONS REGARDING YOUR INVOICE PLEASE EMAIL AcctRec@sbcapcd.org

The APCD charges \$25.00 for returned checks. Other Penalties/fees may be incurred as a result of returned checks (see District Rule 210).

Billing Detail

Billing From: 6/12/2023 to 7/23/2023
Date Billed: 8/16/2023

Report Date: 8/14/2023

Project **205669** **Resource Recovery Mustang**

Permit:

Activity **202** Responsible Agency Review

Extra-Help

5.0 hours

5.0 hours

Permit:

Activity **400** Process and review letters, draft & final permits, evaluation correspondence and other materials associated with specific permits. Attend meetings (including site visits) specific to permits.

Air Quality Engineer III

8.0 hours

8.0 hours

Permit:

Activity **434** Review source test reports, prepare comment letters, correspondence, and approval letters.

Air Quality Engineer I

2.0 hours

2.0 hours

Project Total: 15.0 hours



air pollution control district
SANTA BARBARA COUNTY

260 North San Antonio Rd Suite A
Santa Barbara, CA 93110-1315

Invoice: 60647

Date: 9/22/2023

Terms: Net 30 Days

SBCAPCD Tax ID #77-0384167

INVOICE

Bill To:

Mustang Renewable Power Ventures, LLC.
17 Corporate Plaza, Suite 200
Newport Beach, CA 92660
Attention: Mr. John Dewey

Company No.: 110368

Billing Type: Staff Labor / Contractor Billing

Billing Period: 07/24/2023-09/03/2023

Project No.: 205669

Facility/Permit No.: 11480/

Vendor No.: N/A

Project Name: 205669-Resource Recovery Mustang

| | <u>Hours</u> | <u>Rate</u> | <u>Total</u> |
|---------------------------------------|--------------|-------------|-------------------|
| Air Quality Engineer I/II | 3.0 | \$153.18 | \$459.54 |
| Air Quality Engineer III | 13.0 | \$193.07 | \$2,509.91 |
| Division Supervisor | 1.0 | \$221.09 | \$221.09 |
| Air Quality Specialist III | 6.5 | \$176.86 | \$1,149.59 |
| Division Manager | 4.0 | \$253.63 | \$1,014.53 |
| Extra-Help | 8.0 | \$195.59 | \$1,564.73 |
| Subtotal | 35.5 | | \$6,919.39 |
| County Counsel Charges 4/1/23-6/30/23 | 1.0 | \$193.35 | \$193.35 |
| Subtotal | 1.0 | | \$193.35 |

Total Due: \$7,112.74

REMIT PAYMENTS TO THE ADDRESS ABOVE

Please indicate invoice number 60647 on your remittance.

IF YOU HAVE ANY QUESTIONS REGARDING YOUR INVOICE PLEASE EMAIL AcctRec@sbcapcd.org

The APCD charges \$25.00 for returned checks. Other Penalties/fees may be incurred as a result of returned checks (see District Rule 210).

Billing Detail

Billing From: 7/24/2023 to 9/3/2023
Date Billed: 9/22/2023

Report Date: 9/19/2023

| | | | |
|----------------|---------------------|---|-------------------|
| Project | 205669 | Resource Recovery Mustang | |
| Permit: | | | |
| | Activity 460 | Conducting health risk assessments including gathering inputs, modeling, writing HRA reports, reviewing HRAs performed by applicants, writing comment letters, meetings. | |
| | | Extra-Help | 1.5 hours |
| | | | 1.5 hours |
| Permit: | | | |
| | Activity 202 | Responsible Agency Review | |
| | | Extra-Help | 6.5 hours |
| | | | 6.5 hours |
| Permit: | | | |
| | Activity 302 | Review and documentation of violations, review violation response, correspondence, follow up on violation until compliance is achieved. | |
| | | Air Quality Engineer III | 1.0 hours |
| | | Air Quality Specialist III | 3.5 hours |
| | | | 4.5 hours |
| Permit: | | | |
| | Activity 350 | Receiving and reviewing variance petition, drafting public notice, preparing variance orders and staff reports, correspondence with petitioner, attending Hearing Board meeting, responding to inquiries, receipt and review of increments of progress and fina | |
| | | Air Quality Specialist III | 3.0 hours |
| | | Division Manager | 3.5 hours |
| | | | 6.5 hours |
| Permit: | | | |
| | Activity 400 | Process and review letters, draft & final permits, evaluation correspondence and other materials associated with specific permits. Attend meetings (including site visits) specific to permits. | |
| | | Air Quality Engineer III | 12.0 hours |
| | | Division Supervisor | 1.0 hours |
| | | Division Manager | 0.5 hours |
| | | | 13.5 hours |
| Permit: | | | |
| | Activity 430 | Review plans and proposed modifications to plans, preparation of comment letters, correspondence, and preparation of approval letters. | |
| | | Air Quality Engineer I | 2.0 hours |
| | | | 2.0 hours |

Billing Detail

Billing From: 7/24/2023 to 9/3/2023
Date Billed: 9/22/2023

Report Date: 9/19/2023

Permit:

Activity 432 Review source test plan and any proposed modifications, prepare comment letters, correspondence, and prepare approval letters.

Air Quality Engineer I

1.0 hours

1.0 hours

Project Total: 35.5 hours

Labor Summary

From 4/1/2023 to 6/30/2023

Selection Criteria: EmployeeID = 1-; Fund = 0001; Department = 013; Project = 8910

Layout Options: Summarized By = Project, Activity; Page Break At = Fund; Columns = PostOn, PayPeriod

Fund 0001 -- General

| Employee ID | Employee Name | Post On | Pay Period | Amount | Prod Hours | Prod Rate |
|--------------------------|----------------------------|---------------------|------------|------------|------------|------------|
| [REDACTED] | [REDACTED] 205317 | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] 205516 | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| Activity TAJI - Tajiguas | 205669 | | | | | |
| 13560 | ALIRE, JENNIFER RICHARDSON | 04/16/2023 | 202309 | 135.00 | 0.70 | 192.86 |
| | | Total Tajiguas | | 135.00 | 0.70 | 192.86 |
| | | Total Air Poll Dist | | [REDACTED] | [REDACTED] | [REDACTED] |
| | | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |
| | | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] | [REDACTED] |

Overhead Rate:
 APCD 1.4322*135.00 = \$193.35



Jeanette Gonzales-Knight

From: Kevin Brown
Sent: Wednesday, September 27, 2023 3:36 PM
To: Jeanette Gonzales-Knight
Subject: Fwd: Mutual Settlement Offer - 12 NOVs (Mustang Renewable Power Ventures, LLC
Attachments: 2023-07-11 Violation Settlement Agreement (12 NOVs - MRPV)-Signed.pdf; 2023-09-27 MS Offer NOV 13338.pdf

FYI.

Sent from my Verizon, Samsung Galaxy smartphone

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From: Glenn G. Gazdecki <GazdeckiG@sbcapcd.org>
Sent: Wednesday, September 27, 2023 3:02:19 PM
To: John Dewey <john@deweygroup.com>; Kevin Brown <kevbrown@countyofsb.org>
Cc: Mutual Settlement <MutualSettlement@sbcapcd.org>
Subject: RE: Mutual Settlement Offer - 12 NOVs (Mustang Renewable Power Ventures, LLC)

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John,

Attached is a pdf copy of the signed Violation Settlement Agreement for the aforementioned 12 NOVs. To date, the District has not received payment for the agreed settlement of civil penalties. The District requests that full payment for the past due amount of \$18,250 be submitted forthwith.

Also, please find attached a Mutual Settlement Offer for NOV 13338. Your timely response to this is also requested.

If you have any questions, please do not hesitate to contact me.

Sincerely, Glenn



Glenn G. Gazdecki

Mutual Settlement Officer
Air Pollution Control District
Santa Barbara County

GazdeckiG@sbcapcd.org
(805) 979-8301 (Office)

ourair.org [@OurAirSBC](https://twitter.com/OurAirSBC)  

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From: John Dewey <john@deweygroup.com>
Sent: Friday, July 28, 2023 2:16 PM
To: Glenn G. Gazdecki <GazdeckiG@sbcapcd.org>; kevbrown@countyofsb.org
Cc: Mutual Settlement <MutualSettlement@sbcapcd.org>
Subject: RE: Mutual Settlement Offer - 12 NOVs (Mustang Renewable Power Ventures, LLC)

Glenn,

Attached please find the Settlement Agreement which we have signed.

Kevin Brown and I had a discussion with Aimee Long and Charlotte Mountain today regarding NOV 13338. Aimee will reach out to you on that matter.

Thanks for your assistance.

Best Regards,

John Dewey
CEO
Mustang Renewable Power Ventures, LLC
17 Corporate Plaza, Suite 200
Newport Beach, CA 92660
(805) 259-9499

From: Glenn G. Gazdecki <GazdeckiG@sbcapcd.org>
Sent: Tuesday, July 11, 2023 5:10 PM
To: John Dewey <john@deweygroup.com>; kevbrown@countyofsb.org
Cc: Mutual Settlement <MutualSettlement@sbcapcd.org>
Subject: Mutual Settlement Offer - 12 NOVs (Mustang Renewable Power Ventures, LLC)

Dear John Dewey and Kevin Brown,

Good afternoon.

My name is Glenn Gazdecki and I am the Mutual Settlement Officer for the Santa Barbara County Air Pollution Control District. Attached is the District's Mutual Settlement Offer for 12 Notices of Violation (NOVs 12924, 13195, 13196, 13215, 13255, 13258, 13266, 13310, 13312, 13313, 13315, 13318).

If you agree with the terms of the Settlement Offer, please sign and date the Agreement, and return a copy of the signed Agreement to me via email. After I receive the signed Agreement, I will sign it and send you a signed copy for your records.

Payment made by check should be made payable to the Santa Barbara County Air Pollution Control District and remitted to:

Santa Barbara County Air Pollution Control District
260 N. San Antonio Road, Suite A
Santa Barbara, CA 93110

On a related matter, NOV 13338 was not included in this settlement offer because the Compliance database indicates that the violation has not returned to compliance. NOV 13338 is a Rule 201 (Permits Required) violation and each day of non-compliance may be considered a separate violation. Therefore, it is important that you follow-up with Aimee Long (Air Quality Specialist) at your earliest opportunity to address actions that still need to be taken to return to compliance. After the violation has returned to compliance, I will issue a separate Mutual Settlement Offer.

If you have any questions, please do not hesitate to contact me.

Sincerely, Glenn Gazdecki



Glenn G. Gazdecki

Mutual Settlement Officer
Air Pollution Control District
Santa Barbara County

GazdeckiG@sbcapcd.org
(805) 979-8301 (Office)

ourair.org [@OurAirSBC](https://twitter.com/OurAirSBC)

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air pollution control district
SANTA BARBARA COUNTY

john@deweygroup.com

09/27/2023

John Dewey
Mustang Renewable Power Ventures, LLC.
17 Corporate Plaza, Suite 200
Newport Beach, CA 92660

FID: 11480

SSID: 03707

Re: Mutual Settlement Offer - Notice of Violation #13338

Dear John Dewey:

On 05/26/2023 the Santa Barbara County Air Pollution Control District (District) issued Notice of Violation (NOV) No. 13338 (attached) for operating the Gore composting pilot project without a District permit, which is a violation of District Rule 201 and H&SC Section 42300. According to our records, the facility returned to compliance by ceasing operations and removing the equipment at the end of the 30-day pilot project.

The District reviewed the NOV case and this letter is an offer of settlement for civil penalties through the District's Mutual Settlement Program. More information on our program is available here: www.ourair.org/biz/notices-of-violation-and-the-mutual-settlement-program.

The California Health and Safety Code specifies that the penalties for violations may include civil penalties for each day of each violation (*California Health and Safety Code Section 42402 et seq.*). We are proposing a reduced amount from that allowed in the California Health and Safety Code. This reduced amount takes into account the magnitude and severity of the violation, as well as the prior history of violations of a similar nature that have occurred at the facility and by the owner/operator.

In an effort to avoid the time and expense of litigation that would accrue to both parties, the District is willing to settle this matter through our Mutual Settlement Program for the sum of \$500.00, provided you agree to abide by the terms identified in the attached Violation Settlement Agreement.

If you wish to settle the matter on this basis, return the attached Violation Settlement Agreement, signed and dated, along with remittance of \$500.00, payable to the Santa Barbara County APCD, by 10/11/2023. Payment may be made by check or credit card, using the Credit Card Authorization Form-01C, available here: <https://www.ourair.org/wp-content/uploads/apcd-01c.pdf>. **Please identify NOV 13338 on the check or credit card authorization form.**

If the signed Violation Settlement Agreement is received by the above date, the District will provide you with the final Violation Settlement Agreement, signed by both Parties. If you return a signed Violation Settlement Agreement after the due date, the District reserves the right to decline to settle this matter and may take other appropriate enforcement action.

This letter constitutes an offer of settlement and is not a demand for payment. If you wish to provide additional evidence as to the facts in this case, you may contact me by 10/11/2023.

If I do not hear from you by the due date, the District may take further enforcement actions including referral of the matter to the Santa Barbara County District Attorney's Office for further civil law enforcement action.

If you have any questions, please contact me at (805) 979-8301.

Sincerely,

A handwritten signature in blue ink that reads "Glenn Gazdecki". The signature is written in a cursive, flowing style.

Glenn Gazdecki, Mutual Settlement Officer
Compliance Division

Attachments: Violation Settlement Agreement
NOV 13338

cc: Electronic Mutual Settlement File – NOV 13338
Jeanette Gonzales-Knight
Kevin Brown
Kaitlin McNally
Eric Kett

September 27, 2023

VIOLATION SETTLEMENT AGREEMENT

This Notice of Violation Settlement Agreement (hereinafter “Agreement”) is made and entered into by and between the SANTA BARBARA COUNTY AIR POLLUTION CONTROL OFFICER (hereinafter “CONTROL OFFICER” or “DISTRICT”) and Mustang Renewable Power Ventures, LLC. (hereinafter “NOV RECIPIENT”). The CONTROL OFFICER and NOV RECIPIENT are collectively referred to herein as the “Parties”.

I. FACTUAL RECITALS

The CONTROL OFFICER pursuant to Health and Safety Code section 40752 enforces the provisions of parts 3 and 4 of Division 26 of the Health and Safety Code; all orders, regulations and rules adopted by the Santa Barbara County Air Pollution Control District Board; all variances and standards prescribed by the Santa Barbara County Air Pollution Control District Hearing Board (Hearing Board); and all permit conditions imposed pursuant to Health and Safety Code sections 42301 and 42301.10

The DISTRICT issued NOV RECIPIENT Notice of Violation 13338, which is the subject of this settlement. The Parties wish to resolve all disputes with respect to this Notice of Violation.

II. AGREEMENTS BY THE PARTIES

IN CONSIDERATION of the mutual promises described in this agreement, the Parties agree as follows:

1. NOV RECIPIENT agrees to and shall pay the DISTRICT a civil penalty of \$500.00.
2. NOV RECIPIENT shall submit payment of the civil penalty to the Santa Barbara County Air Pollution Control District at 260 N San Antonio Rd, Ste A, Santa Barbara, CA 93110. NOV RECIPIENT shall submit payment in full with the return of this Agreement signed by NOV RECIPIENT and submitted to the DISTRICT no later than 10/11/2023.
3. Upon full execution of this Agreement by the Parties and payment of civil penalties, pursuant to Health and Safety Code section 42400.7(a), such recovery precludes prosecution under Section 42400, 42400.1, 42400.2, 42400.3, 42400.3.5, or 42400.4 for the offenses identified in the NOV. However, that release does not relieve NOV RECIPIENT from complying with the regulations of other government agencies and it does not address or resolve violations of regulations which may be enforced by any other agency.
4. The DISTRICT reserves the right to prove the alleged violations in connection with any petition for a variance, permit revocation, or abatement order before the Hearing Board, and to rely on the alleged violations in connection with the determination of the appropriate penalty in the event similar Notices of Violation are issued in the future. Similarly, at any such time NOV RECIPIENT may raise any defenses or contrary proof concerning the facts of the alleged violations.

III. ADDITIONAL TERMS OR CONDITIONS

1. Time Is Of The Essence. Time is of the essence for each term and condition of this Agreement.

2. Authorization to Enter Into Agreement. Each Party executing this Agreement represents and warrants that it has been duly authorized to enter into this Agreement, and has full and complete authority to do so. Each Party expressly waives any defense to this Agreement based on any lack of authority to enter into and be bound by the terms of this Agreement.
3. Governing Law. This Agreement shall be interpreted, construed, governed and enforced under and pursuant to the laws of the State of California. Any action to enforce or interpret this Agreement shall be filed and/or maintained within the County of Santa Barbara, California.
4. Advice of Counsel. Each of the Parties, by the execution of this Agreement, represents that it has reviewed each term of this Agreement with its legal counsel, or has had the opportunity to do so, and further agrees that it shall not deny the validity of the Agreement on the grounds that it did not have advice of counsel.
5. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties pertaining to resolution of the Notice of Violation. No supplement, modification, or amendment to this Agreement shall be binding unless executed in writing and signed by both Parties.
6. No Waiver of Default. Any waiver of default under this Agreement must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair that right or remedy or be construed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.
7. Effective Date. The Effective Date of this Agreement shall be when fully executed by the Parties.
8. Attorneys' Fees. Each party shall bear its own costs, including attorneys' fees, in connection with the settlement of the Notice of Violation and this Agreement.

CONTROL OFFICER OF SANTA BARBARA COUNTY AIR POLLUTION CONTROL DISTRICT

Signature: _____ DATE: _____

By: Glenn Gazdecki

Title: Mutual Settlement Officer

NOV RECIPIENT - Mustang Renewable Power Ventures, LLC.

Signature: _____ DATE: _____

Name: _____

Title: _____

July 11, 2023
VIOLATION SETTLEMENT AGREEMENT

This Notice of Violation Settlement Agreement (hereinafter “Agreement”) is made and entered into by and between the SANTA BARBARA COUNTY AIR POLLUTION CONTROL OFFICER (hereinafter “CONTROL OFFICER” or “DISTRICT”) and Mustang Renewable Power Ventures, LLC (hereinafter “NOV RECIPIENT”). The CONTROL OFFICER and NOV RECIPIENT are collectively referred to herein as the “Parties”.

I. FACTUAL RECITALS

The CONTROL OFFICER pursuant to Health and Safety Code section 40752 enforces the provisions of parts 3 and 4 of Division 26 of the Health and Safety Code; all orders, regulations and rules adopted by the Santa Barbara County Air Pollution Control District Board; all variances and standards prescribed by the Santa Barbara County Air Pollution Control District Hearing Board (Hearing Board); and all permit conditions imposed pursuant to Health and Safety Code sections 42301 and 42301.10

The DISTRICT issued NOV RECIPIENT Notices of Violation Nos. 12924, 13310, 13313, 13315, 13318, 13195, 13196, 13215, 13255, 13258, 13266, and 13312, which are the subject of this settlement. The Parties wish to resolve all disputes with respect to these violations.

II. AGREEMENTS BY THE PARTIES

IN CONSIDERATION of the mutual promises described in this agreement, the Parties agree as follows:

1. NOV RECIPIENT agrees to and shall pay the DISTRICT a civil penalty of \$18,250.
2. NOV RECIPIENT shall submit payment of the civil penalty to the Santa Barbara County Air Pollution Control District at 260 N San Antonio Rd, Ste A, Santa Barbara, CA 93110. NOV RECIPIENT shall submit payment in full with the return of this Agreement signed by NOV RECIPIENT and submitted to the DISTRICT no later than July 25, 2023.
3. Upon full execution of this Agreement by the Parties and payment of civil penalties, pursuant to Health and Safety Code section 42400.7(a), such recovery precludes prosecution under Section 42400, 42400.1, 42400.2, 42400.3, 42400.3.5, or 42400.4 for the offenses identified in the NOV. However, that release does not relieve NOV RECIPIENT from complying with the regulations of other government agencies and it does not address or resolve violations of regulations which may be enforced by any other agency.
4. The DISTRICT reserves the right to prove the alleged violations in connection with any petition for a variance, permit revocation, or abatement order before the Hearing Board, and to rely on the alleged violations in connection with the determination of the appropriate penalty in the event similar Notices of Violation are issued in the future. Similarly, at any such time NOV RECIPIENT may raise any defenses or contrary proof concerning the facts of the alleged violations.

III. ADDITIONAL TERMS OR CONDITIONS


1. Time Is Of The Essence. Time is of the essence for each term and condition of this Agreement.
2. Authorization to Enter Into Agreement. Each Party executing this Agreement represents and warrants that it has been duly authorized to enter into this Agreement, and has full and complete authority to do so. Each Party expressly waives any defense to this Agreement based on any lack of authority to enter into and be bound by the terms of this Agreement.
3. Governing Law. This Agreement shall be interpreted, construed, governed and enforced under and pursuant to the laws of the State of California. Any action to enforce or interpret this Agreement shall be filed and/or maintained within the County of Santa Barbara, California.

4. Advice of Counsel. Each of the Parties, by the execution of this Agreement, represents that it has reviewed each term of this Agreement with its legal counsel, or has had the opportunity to do so, and further agrees that it shall not deny the validity of the Agreement on the grounds that it did not have advice of counsel.
5. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties pertaining to resolution of the Notice(s) of Violation. No supplement, modification, or amendment to this Agreement shall be binding unless executed in writing and signed by both Parties.
6. No Waiver of Default. Any waiver of default under this Agreement must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement. No delay or omission in the exercise of any right or remedy shall impair that right or remedy or be construed as a waiver. A consent to or approval of any act shall not be deemed to waive or render unnecessary consent to or approval of any other or subsequent act.
7. Effective Date. The Effective Date of this Agreement shall be when fully executed by the Parties.
8. Attorneys' Fees. Each party shall bear its own costs, including attorneys' fees, in connection with the settlement of the Notice(s) of Violation and this Agreement.

CONTROL OFFICER OF SANTA BARBARA COUNTY AIR POLLUTION CONTROL DISTRICT

Signature: _____ DATE: _____
By: Glenn Gazdecki
Title: Mutual Settlement Officer

NOV RECIPIENT – Mustang Renewable Power Ventures, LLC

Signature:  DATE: 7/12/23
Name: John Dewey
Title: CEO & Managing