UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2
290 BROADWAY
NEW YORK, NY 10007-1866

SEP 28 2012

CERTIFIED MAIL · 7003 2260 0000 3242 9084
RETURN RECEIPT REQUESTED

Robert Spolzino, Counsel for Respondent Nassau County
Wilson, Elser, Moskowitz, Edelman & Dicker, LLP
3 Gannett Drive
White Plains, NY 10604-3407

Re: **In the Matter of Nassau County.**
Docket No. RCRA-02-2012-7506

Dear Mr. Spolzino:

Enclosed is a copy of the Consent Agreement and Final Order in the above-referenced proceeding, signed by the Regional Administrator of the United States Environmental Protection Agency - Region 2.

Please arrange for payment of this penalty according to the instructions given in the Order.

Sincerely yours,
William Spolzino
for Bruce H. Aber
Assistant Regional Counsel
Waste & Toxic Substances Branch
Office of Regional Counsel

Enclosure

Thank you for your cooperation in getting this done.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2

In the Matter of Nassau County Respondent, Proceeding Under Section 9006 of the Solid Waste Disposal Act, as amended.

CONSENT AGREEMENT AND FINAL ORDER

Docket No. RCRA-02-2011-7506

PRELIMINARY STATEMENT

This civil administrative proceeding for the assessment of a civil penalty was initiated pursuant to Section 9006 of the Solid Waste Disposal Act, as amended, 42 U.S.C. Section 6901 et seq. (hereinafter referred to as the "Act"), and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, 40 C.F.R. Part 22 (hereinafter "CROP"). The Complainant in this proceeding, the Director of the Division of Enforcement and Compliance Assistance, Region 2, United States Environmental Protection Agency ("EPA" or "Complainant"), issued a "Complaint, Compliance Order, and Notice of Opportunity for Hearing" on or about March 31, 2011 to Nassau County in the State of New York. The Complaint alleged violations of the Act and the federal underground storage tank regulations promulgated at 40 C.F.R. Part 280.

The Complainant and Respondent have reached an amicable resolution of this matter and agree to enter into this Consent Agreement and Final Order ("CA/FO") pursuant to 40 C.F.R. subsections 22.18(b)(2) &(3) of the CROP and agree that settlement of this matter upon the

terms set forth in this CA/FO is an appropriate means of resolving this case without further litigation.

EPA'S FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Respondent is Nassau County (hereinafter "Nassau" or "Respondent"), a state governmental entity which occupies approximately 287 square miles in the State of New York.

2. Respondent's headquarters (ie., main administrative office) is the Office of the County Executive, located at 1550 Franklin Avenue, Mineola, New York 11501.

3. Respondent is a "person" as that term is defined in Section 9001(5) of the Act, 42 U.S.C. Section 6991(5), and in 40 C.F.R. Section 280.12.

4. Respondent, through its various subdivisions, including but not limited to, the Nassau County Department of Public Works, has been and remains the owner and/or operator of "underground storage tanks" ("USTs"), as those terms are defined in Section 9001 of the Act, 42 U.S.C. Section 6991, and 40 C.F.R. Section 280.12, that are located at at least thirty-three (33) facilities in the County of Nassau, State of New York.

5. During 2008, 2009 and 2010, pursuant to Section 9005 of the Act, 42 U.S.C. Section 6991d, authorized representatives of EPA inspected thirty-three (33) facilities owned and/or operated by Respondent in the County of Nassau, in order to determine the Respondent's compliance with subtitle I of the Act and 40 C.F.R. Part 280.

6. EPA sent information request letters ("IRLs") to Respondent on June 24, 2008 ("First ILR") and May 25, 2010 ("Second IRL"), to determine the status of Respondent's compliance with the Act and federal UST regulations.

7. Respondent submitted partial and incomplete responses to EPA's First IRL on April 14, 2009, November 10, 2009, December 21, 2009, January 15, 2010, and January 27, 2010.

8. Respondent submitted a response to the Second IRL on September 10, 2010.

9. Based on the findings of EPA's inspections of Respondent's facilities and the information and documentation contained in the Respondent's responses to the two EPA IRLs, EPA issued a Complaint on March 31, 2011, alleging that Respondent committed the following violations of UST requirements in 40 C.F.R. Part 280:

(i) Failure to Comply Timely and Adequately with Requirements in EPA IRLs (Section 9005 and 40 C.F.R. Section 280.34)

(ii) Failure to Perform Release Detection and to Maintain Release Detection Records for Tanks (Sections 280.41(a), 280.34(b)(4), 280.34(c) and 280.45).

(iii) Failure to Perform Release Detection and to Maintain Release Detection Records for Suction Piping (Sections 280.41(b)(2), 280.34(b)(4), 280.34(c), and 280.45).

(iv) Failure to Use Overfill Prevention Equipment for UST systems (Sections 280.20(c) (1)(ii) and 280.21(d)).
(v) Failure to Cap and Secure a Temporarily Closed UST System (280.70(b)).

(vi) Failure to Upgrade an Existing UST system or Meet New Performance Standards, or Close the Existing UST system (280.21).

(vii) Failure to Provide Adequate Secondary Containment for a Hazardous Substance UST System (280.42(b)(1)).

(viii) Failure to Permanently Close a Temporarily Closed UST system after 12 months (280.70(c)).

10. As a result of negotiations over a period of several months, the parties have been able to reach agreement to resolve this case. The parties have further agreed that the settlement of this administrative proceeding will involve performance of injunctive work and two Supplemental Environmental Projects ("SEPs") and the payment of a civil penalty.

CONSENT AGREEMENT

Based upon the foregoing, and pursuant to Section 9006 of the Act, 42 U.S.C. Section 6991e, and Section 22.18 of the CROP, it is hereby agreed by and between the Complainant and the Respondent, and Respondent knowingly and voluntarily agrees as follows:

1. Respondent shall hereafter maintain compliance with the statutory provisions of subtitle I of the Act and its implementing regulations at 40 C.F.R. Part 280.

2. For the purpose of this proceeding and in the interest of an expeditious resolution of this matter, Respondent (a) admits the jurisdictional allegations of the Complaint; and (b) neither admits nor denies specific factual allegations contained in the Complaint.

3. Respondent shall pay, by cashier's or certified check, or by electronic fund transfer, a civil penalty in the amount of Four Hundred Thousand Dollars

($400,000.00) in settlement of this case. If payment is by cashier's or certified check, such payment shall be payable to the "Treasurer, United States of America."

The check shall be identified with the notation of the name and docket number of this case as follows: In the Matter of Nassau County, Docket No. RCRA-02-2011-7506.

REGULAR MAIL
The check shall be mailed to:

United States Environmental Protection Agency
Fines & Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000

OVERNIGHT DELIVERY:
If overnight delivery is preferred, Respondent may mail the check to the following address:

U.S. Bank
100 Convention Plaza
Mail Station S1-MO-C2L
Attn: USEPA Box #979077
St. Louis, MO 63101

WIRE TRANSFER
If Respondent chooses to pay by electronic fund transfer ("EFT"), Respondent shall provide the following information to the remitter bank (Federal Reserve Bank of New York):

A) Amount of Payment ($400,000.00)

B) SWIFT address = FRNYUS33
33 Liberty Street
New York, N.Y. 10045

C) Account Code for Federal Reserve Bank of New York (receiving payment) = 68010727

D) Federal Reserve Bank of New York ABA routing number = 021030004

E) Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental Protection Agency"

F) Name of Respondent (Nassau County)

G) Case Docket Number (RCRA-02-2011-7506)

Respondent shall also send a proof of the payment to:

Bruce H Aber
Assistant Regional Counsel
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 2
290 Broadway, 16th Floor
New York, N.Y. 10007-1866; and

Office of the Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 2
290 Broadway, 16th Floor
New York, N.Y. 10007-1866

The check must be received at the above address for regular mail or overnight delivery, or the EFT must be received by the Federal Reserve Bank of New York, on or before 45 calendar days after the date of the Regional Administrator's signature on the Final Order, which is located at the end of this CA/FO (the date by which payment must be received shall hereafter be referred to as the "due date").

a. Failure to pay the penalty in full according to the above provisions will result in referral of this matter to the United States Department of Justice or the United States Department of the Treasury for collection or other appropriate action.

b. Furthermore, if the payment is not received on or before its due date, interest will be assessed at the annual rate established by the Secretary of the Treasury pursuant to the Debt Collection Act, 31 U.S.C. § 3717, on the overdue amount from the due date through the date of payment. In addition, a late payment handling charge of fifteen dollars ($15.00) will be assessed for each thirty (30) day period (or any portion thereof) following the due date in which the balance remains unpaid.

c. A 6% per annum penalty will also be applied on any principal amount not paid within 90 days of its due date. Any such non-payment penalty charge on the debt will accrue from the date the penalty payment becomes due and is not paid.

d. If Respondent fails to pay the civil penalty within forty-five (45) days of its due date, Respondent shall also be liable to the United States for an additional stipulated penalty of Twenty-Five Thousand Dollars ($25,000) unless Respondent has submitted to EPA a written justification that demonstrates to EPA's satisfaction good cause for such failure as provided in paragraph 29 d) and/or a request for extension, as provided in paragraph 36 of this Consent Agreement.

4. Respondent shall implement injunctive relief as described in its March 26, 2012 Compliance Plan, which is incorporated by reference into this Consent Agreement. Consistent with the Compliance Plan, the Respondent shall perform

the compliance work described in Respondent's consultant (Roux Associates') March 23, 2012 letter and the Tables 1, 2 and 3 attachments to said letter. Consistent with the Compliance Plan, the Respondent shall perform the following activities by no later than June 30, 2013 (provided, however, that i) the installation of release detection for USTs that are not regulated by EPA and ii) the work at the Rockville Center Bus Depot Facility and Norman Levy Bus Depot Facility, will be completed by December 31, 2013):

a) install a fully automated Veeder-Root TLS-450 release detection system, or equivalent, which consists of a console, tank probes, sump probes, interstitial sensors, and an overfill alarm or switch. Automatic tank gauging will be used for single wall tanks, while interstitial monitoring will be used for double wall tanks. This fully automated Veeder-Root or equivalent release detection system will serve as Nassau County's method of release detection for federally-regulated and non-federally regulated USTs (i.e., USTs that store fuel for use by emergency power generators) at all Respondent owned and/or operated Facilities. In accordance with the Compliance Plan, line tightness testing will be performed on suction piping at least every three years, and every year for pressurized piping. Respondent shall operate the automated release detection system for tanks pursuant to a monitoring contract with Veeder-Root or a similar entity. Respondent's operation of the automated release detection system shall

continue for a minimum of three years beginning as early as March 31, 2013 but no later than December 31, 2014.

b) install overfill alarms with automatic shutoff devices at the facilities where overfill prevention violations were cited in counts 4, 7,11, 14, 17, 27, 31, 34, 35, 38, 41, 43, 49, 52, 61, 63, 65, 67, and 70 of the Complaint issued in this case;

c) conduct line tightness testing for piping at the facilities where release detection violations were cited in the Complaint issued in this case; and

d) upgrade and/or replace an active steel UST (count 46) and /or provide for temporary closure, followed by permanent closure, provide secondary containment of the tank for a Hazardous Substance UST (counts 72 and 74) and/or provide for temporary closure, followed by permanent closure, and provide temporary closure followed by permanent closure of an UST (count 73) at the facilities cited in the Complaint.

5. On or before March 1, 2014, Respondent shall provide a written certification of its completion of all applicable work requirements, as specified in paragraph 4 a – d, above, for both tanks and piping (i.e., UST systems) at all Facilities.

6. The certification in paragraph 5 above shall include the following language:

> I certify that, to the best of my knowledge and belief, the information contained in this written certification and in any documents accompanying this certification is true, accurate and complete. In making this statement, I have not made an independent review of all statements contained therein

and have relied in good-faith on information, statements, and representations furnished to me by employees or contractors of Nassau County. Based on my inquiry of the person or persons (or the supervisors of such persons) directly responsible for gathering the information contained in this written certification and in any documents accompanying this certification, the document is, to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant potential penalties for submitting materially false information, including the possibility of fines and imprisonment for knowing violations.

7. If in the future EPA believes that any of the information, including records demonstrating compliance, certified to, pursuant to paragraphs 5 and 6 above is inaccurate, EPA will advise Respondent of its belief and its basis for such, and will afford Respondent an opportunity to respond to EPA. If EPA still believes the certification(s) is (are) materially inaccurate, EPA may, in addition to seeking stipulated penalties pursuant to paragraph 29 b., below, for noncompliance, initiate a separate criminal investigation pursuant to 18 U.S.C. Section 1001 et seq, or any other applicable law.

8. Within sixty (60) days of the Regional Administrator's signing of the Final Order, Respondent shall submit to EPA, for review and approval, an UST Management Plan to ensure proper management of, and operation of the UST systems it owns and/or operates in Nassau County, in compliance with the Act. The UST Management Plan shall document that proper UST operator training has been received by Respondent's staff (or third party personnel) concerning the management, inspection and operation of its UST systems, and proper response to alarms and suspected or known releases. (The Energy Policy Act of 2005 has

provisions requiring training for operators.) The Plan shall also identify Respondent's personnel/staff whom are responsible for managing, inspecting and operating its UST systems, and indicate an inspection schedule that will be implemented to ensure that the UST systems are being operated properly. EPA will review and approve the UST Management Plan in accordance with procedures consistent with paragraphs 13 and 14 of this CA/FO. Respondent shall send the UST Management Plan to the addressees in paragraph 22 below.

9. As part of the settlement of this matter, Respondent agrees to perform two Supplemental Environmental Projects ("SEPs"), as provided herein. For SEP # 1, Respondent agrees to spend/pay no less than $725,000 ("Required SEP #1 Expenditure"), as provided herein, to implement a Land Acquisition and Environment Restoration Project (hereinafter "LAERP"). The purpose of the LAERP is to acquire title to land, acquire an interest or interests in land, through covenants or otherwise, and/or accomplish an environmental restoration and protection project on land that is purchased as part of the LAERP, already owned by the Respondent or owned by a third party, and manage, into perpetuity, the ecological resources of the land to protect and/or enhance groundwater, therefore ensuring future environmental and community benefits. For purposes of this paragraph, an environmental restoration and protection project is one which has a nexus to groundwater and enhances the condition of the ecosystem or immediate geographic area adversely affected. These projects may be used to restore or

protect natural environments (such as ecosystems) and man-made environments, which may involve the remediation of facilities and buildings, including removal/mitigation of contaminated materials which are a continuing source of releases.

For SEP #2, Respondent agrees to spend/pay no less than $950,000 (Required SEP #2 Expenditure), as provided herein, to install and operate (for at least a three year period) a centralized monitoring system for automated release detection systems for all of Respondent's facilities in Nassau County where at least one UST system is present.

10. With regard to each SEP, Respondent certifies to the truth and accuracy of each of the following:

a) that as of the date of executing this Consent Agreement, Respondent is not required to perform or develop the SEPs by any federal, state, or local law or regulation and is not required to perform or develop the SEPs by agreement, grant, or as injunctive relief awarded in any other action in any forum;

b) that the SEPs are not projects that Respondent was planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this Consent Agreement;

c) that Respondent is not a party to any open federal financial assistance transaction that is funding or could be used to fund the same activities described in the SEPs. Respondent further

certifies, that to the best of its knowledge and belief after reasonable inquiry, there is no such open federal financial transaction that is funding or could be used to fund the same activities described in the SEPs, nor have the same activities been described in an unsuccessful federal assistance transaction proposal submitted to EPA within two years of the date of this Consent Agreement (unless the project was barred from funding as statutorily ineligible). For the purposes of this certification, the term "open federal financial assistance transaction" refers to a grant, cooperative agreement, loan, federally-guaranteed loan guarantee or other mechanism for providing federal financial assistance whose performance period has not yet expired;

d) that Respondent has not received and will not receive credit for the SEPs in any other enforcement action; and

e) Respondent will not receive any reimbursement for any portion of the SEPs from any other person.

11. If in the future EPA believes that any of the statements certified to in paragraph 10 are inaccurate, EPA will advise Respondent of its belief and its basis for such, and will afford Respondent an opportunity to respond to EPA. If EPA still believes the certification(s) is (are) materially inaccurate, EPA may, in addition to seeking stipulated penalties in the amounts specified in paragraph 28 A i) and ii), below, initiate a separate criminal investigation pursuant to 18 U.S.C. Section 1001 et seq, or any other applicable law.

12. **SEP # 1 Land Acquisition & Environmental Restoration Project (LAERP)**

Respondent hereby agrees to spend $725,000 to implement the LAERP. The land or interests otherwise eligible for inclusion in the LAERP will not be rendered ineligible by subparagraph 10 b., because such land or interest has previously been identified by the Respondent as a potential open space purchase, unless the County has been actually engaged in negotiating for the purchase of such land or interest at the time of EPA's filing of a Complaint in this action on March 31, 2011.

a. Within thirty (30) days of the Regional Administrator's signature of the Final Order, Respondent shall designate in writing to EPA, a LAERP Coordinator who shall serve as the contact person for Nassau County matters relating to the LAERP. EPA will also designate a contact person.

b. Within sixty (60) days after the Regional Administrator's signature of the Final Order, or by another date approved in writing by EPA, Nassau County shall submit to EPA for review and approval a draft LAERP Plan. No EPA approval shall be construed to be a ruling on or determination of any issue related to any federal, state or local permit.

c. The LAERP Plan shall provide for a process by which the Respondent shall identify real property within Nassau County which the Respondent does not presently own or in which the Respondent does not presently have an interest, to which the Respondent will acquire title or in which the Respondent will acquire an interest that will satisfy the purposes of the LAERP. The LAERP shall also provide a process for

restoring land already owned by the County or owned by a 3rd party. Any proposed land acquisition (title or interest) shall be subject to EPA's review and written approval. The LAERP will include provisions for:

1. identifying a reasonable inventory of potentially available properties by size and location;

2. assessing the current environmental condition, environmental sensitivity and community benefits offered by the acquisition and restoration of such properties;

3. assessing the nature, cost and efficacy of restoring any areas suffering from prior environmental degradation;

4. establishing and assessing the relevant criteria for evaluating properties as candidates for protection; and

5. considering the views of the public, including those views that have already been expressed in connection with the Respondent's prior consideration of open space purchases.

d. The LAERP Plan shall provide that:

1. Respondent shall not enter into any agreement with a governmental entity or not-for-profit entity to manage the acquired property without EPA's review and written approval;

2. Acquired lands shall be restored, if necessary, so that they function as natural open spaces that reduce or prevent pollution on such lands or on other lands not acquired;

3. If the acquisition is of a leasehold or easement, that such leasehold or easement shall extend for a period of not less than 100 years; and

4. That the subject lands are perpetually maintained as a protected area, free from uses that are not consistent with ecosystem protection, through deed restrictions or covenants consistent with the LAERP.

5. Ensure that when Nassau County's proposed land acquisition for title or interest is placed on the Agenda for approval of the Nassau County

Legislature, the Respondent shall also include in the Agenda (for purpose of informing the public and news media) the language required by Paragraph 32 of this Consent Agreement, namely, "That this project will be undertaken in connection with the settlement of an enforcement action taken by the U.S. Environmental Protection Agency."

e. No SEP credit can be given for environmental restoration on property purchased as part of the LAERP, already owned by the Respondent or owned by a third party if any of the following conditions exist: (a) the land is a federal or state superfund site; (b) cleanup/removal is currently underway; (c) the site is subject to EPA or NYSDEC cleanup obligations; (d) the site is a RCRA facility; (e) the cleanup involves petroleum contamination subject to state or federal cleanup obligations; (f) the site is subject to obligations under TSCA; (g) the restoration involves asbestos or lead paint cleanup work required under state or federal rules; or (h) there is a prior plan or legal obligation not otherwise mentioned above to perform cleanup/environmental restoration.

13. EPA will review the draft LAERP Plan and will inform the Respondent, in writing, of its approval, modification and approval, or disapproval of such Plan, in whole or in part, and the specific grounds for any disapprovals. If approved, the LAERP Plan shall become final.

14. (a) If approved in part or disapproved, within sixty (60) days of receipt of EPA's comments on the draft LAERP Plan, Respondent shall submit a revised LAERP Plan, which shall address all of EPA's comments, to EPA for review and approval. If the revised Plan is approved, the LAERP Plan shall become final. If the revised LAERP Plan is approved in part or disapproved, Respondent shall

submit a newly revised LAERP Plan for review and approval by EPA. This process shall continue until a LAERP Plan is approved by EPA.

(b) The LAERP Plan shall be implemented and all activities contemplated therein shall be completed within two (2) years of the date of the Regional Administrator's signature of the Consent Agreement/Final Order or by such other deadline as is approved in writing by EPA.

15. If after two (2) years (or such other deadline as is approved by EPA) the full amount in the LAERP Fund has not been expended, Respondent shall pay a stipulated penalty pursuant to paragraph 28(A) below.

16. **SEP #2 Centralized Monitoring System**

a. The Respondent agrees to commence installation, by June 30, 2013, of a centralized monitoring system ("CMS") for all its EPA-regulated storage tanks, as well as for its UST systems that store fuel for use by emergency power generators (such UST systems are exempt from federal release detection regulations). In addition, the Respondent agrees to complete the installation of the above-mentioned CMS by December 31, 2014 and shall operate and maintain the CMS for a period of at least three years. The UST systems, once equipped with Veeder-Root or equivalent automated tank equipment, will be monitored for release detection from a central location, by an employee(s) of the Respondent and/or a third party. All active UST systems, whether subject to EPA release detection requirements (40 C.F.R. Part 280)

or not (e.g., emergency power USTs) will be subject to CMS monitoring. The entity that monitors the UST systems shall, on a 24 hours per day/7 days per week/365 days per year basis log all alarms (including those arising from actual or suspected releases, spills or overfill of tanks, malfunction/failure of components, disconnection or failure of components), troubleshoot alarms remotely or by dispatching a repair crew to the facility and maintain monitoring and other necessary records. The new release detection equipment installed at the various facilities will be compatible with CMS, and existing release detection equipment will be upgraded and/or made compatible with CMS, as necessary. The entity monitoring the CMS shall report all suspected releases or known releases to the NYSDEC Spill Hotline within 24 hours of identification of the suspected or known release, or as otherwise required by law. In addition, upon request by EPA, the party monitoring the CMS and/or Respondent shall provide any information in their respective possession obtained or reported by the above described monitoring system.

b. The cost for installation of centralized monitoring for regulated and unregulated tanks is estimated to be $172,800, as set forth in Column 5 of Schedule 1 in Exhibit B of Respondent's March 26, 2012 letter. In addition, there are labor costs associated with performing CMS functions. The total labor cost over a three year period is estimated to be $495,000.

c. Work related to design, installation, equipment, software and/or operation will also be necessary to integrate the Veeder-Root or equivalent automated system at each

Facility with CMS. At a minimum, a modem for telephone communication, installation labor, installation of a landline by the telephone carrier, and monthly telephone service are needed to set up communications for a Centralized Monitoring System. The cost for Veeder-Root/Centralized Monitoring System Interfacing is estimated to be $303,600, as set forth in Column 6 of Schedule 1 in Exhibit B of Respondent's March 26, 2012 letter. The total estimated costs for SEP #2 is $971,400 ($172,800 + $303,600 + $495,000).

17. Respondent agrees to implement the SEPs in accordance with the terms and schedules set forth in this CA/FO. For purposes of this Consent Agreement, days shall mean calendar days. Any proposed changes to these SEPs must be approved by EPA.

18. Any failure by Respondent to fully and timely perform the requirements of SEP #1 and SEP #2 set forth in this Consent Agreement shall constitute a violation of this Consent Agreement for which EPA reserves the right to declare Respondent in non-compliance with the Consent Agreement. In such case, the Respondent shall pay a stipulated penalty pursuant to paragraph 28 A, below.

19. For each respective SEP, Respondent shall maintain in one central location legible copies of documentation concerning the development, implementation and financing of each SEP, including documents or reports submitted to EPA pursuant to this CA/FO. Respondent shall grant EPA and its authorized representatives access to such documentation and shall provide copies of such documentation to

EPA within thirty (30) days of Respondent's receipt of a request by EPA for such information, or within such additional time as is approved by EPA in writing. The provisions of this paragraph shall remain in effect for 2 years from the satisfactory completion of the required SEPs.

20. Within 90 days following the Regional Administrator's signature of the Final Order, and every 90 days thereafter until approval of each SEP Completion Report (for SEP #1 and SEP #2), Respondent shall provide EPA with a summary progress report (ie., "Progress Report") detailing all activities taken to implement each SEP. The Progress Reports shall detail all activities completed in the prior 90 days. Such Progress Reports shall include, but need not be limited to:

a. descriptions of the activities conducted with relation to the implementation of each SEP, including but not limited to the status of compliance with the LAERP Plan;

b. an identification of any issues or problems that have arisen in the implementation of each SEP, and how any such issues or problems were addressed.

c. details of expenditures made during that period in connection with each SEP; and

d. a schedule of activities and expenditures anticipated to implement each SEP.

21. Unless otherwise approved by EPA, copies of all invoices and a copy of documents related to each SEP and created or paid or received by Respondent during the reporting period shall be enclosed with the Progress Reports when

transmitted to EPA. Respondent shall send the Progress Reports to the addressees in paragraph 22, below.

22. Within three years and three months of the date of the Regional Administrator's signature of the Final Order or within 3 months of the completion of the SEP(s) if EPA approves of a later completion date, Respondent shall submit separate SEP Completion Reports for SEP #1 and SEP #2. Each SEP Completion Report shall be mailed to:

Dennis J. McChesney, Ph.D., M.B.A.
Team Leader
UST Team
U.S. EPA Region 2
290 Broadway
New York, N.Y. 10007-1866

and

Bruce Aber, Esq.
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 2
290 Broadway, 16th Floor
New York, N.Y. 10007-1866

23. The SEP Completion Reports for SEPs #1 and #2 shall contain the following:

a) Detailed description of each SEP that was implemented;

b) Description of any problems encountered and the solutions thereto.

c) Itemization of costs incurred which Respondent feels are eligible for SEP credit, accompanied by documentation, including the purchase of sale agreement and deed (for SEP #1 only), copies of invoices, purchase orders, or other documentation that specifically identifies and itemizes the individual costs of the goods and services for which payment was being made for SEP #1 and SEP #2 (if the itemization and documentation have

been previously provided with a Progress Report, it will suffice to refer to the prior submittal). Also, provide documentation of expenses as EPA requests. Whether expenditures in connection with each SEP are SEP-eligible is subject to written approval by EPA ;

d) Certification of the costs that were actually spent for SEP #1 and SEP #2.

e) Certification that SEP # 1 and/or SEP #2 has been fully implemented pursuant to the provisions of the Consent Agreement and Final Order; and

f) Description of the environmental and public health benefits resulting from implementation of the SEP (with quantification of the benefits and pollutant reductions, if feasible).

24. Following receipt of the SEP Completion Reports for SEP #1 and SEP #2, EPA will either:

a) accept the Report(s); or

b) reject the Report(s) and notify Respondent, in writing, of deficiencies in the SEP Completion Report(s), granting Respondent an additional thirty (30) days in which to correct any deficiencies and to resubmit the Report(s) to EPA. If the identified deficiency in the Report(s) is/are the result of a failure of substantive compliance, then EPA will provide Respondent with an opportunity to respond, and/or correct the deficiencies, as provided in paragraph 29 a. If EPA, after allowing Respondent thirty (30) days to correct any deficiencies, finds that the same type of deficiencies remain, then EPA may seek stipulated penalties in accordance with paragraph 29 b., below.

25. If EPA elects to exercise option 24(b) above, or there is a disagreement between EPA and Respondent regarding the completion of a SEP, as provided in paragraph 29(a), EPA shall permit Respondent the opportunity to object in writing to the notification of deficiency or disapproval pursuant to this paragraph within ten (10) business days of Respondent's receipt of such notification. EPA and

Respondent will have an additional thirty (30) days (or such time as the parties may agree to) from the due date of Respondent's notification of objection to reach agreement. If agreement cannot be reached on any such issue within this thirty (30) day period, Respondent may ask that the Complainant or her representative review the matter. Within a reasonable amount of time, EPA shall provide a written statement of its decision to Respondent, which decision shall be final and binding upon Respondent. Respondent shall have forty-five (45) days to comply with the decision. In the event the SEP Completion Report(s) is/are not approved by EPA, stipulated penalties shall accrue in accordance with paragraph 29 b., below.

26. In all documents or reports, including without limitation, the UST Management Plan, the Progress Reports and SEP Completion Reports for SEPs #1 and #2 which are submitted to EPA pursuant to this CA/FO, Respondent shall, by its official, sign and certify under penalty of law that the information contained in such document or report is true, accurate and not misleading by signing the following statement:

"I hereby certify, under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, 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.

This certification shall be signed by a person knowledgeable about the information provided in the report, and who is authorized by Respondent to make such certification. The certified report shall be sent to Dr. Dennis J. McChesney, of EPA, at the address in Paragraph 22.

27. If in the future EPA believes that any of the information in the documents or reports certified to, pursuant to paragraph 26 above is inaccurate, EPA will advise Respondent of its belief and its basis for such, and will afford Respondent an opportunity to respond to EPA. If EPA still believes the certification(s) is (are) materially inaccurate, EPA may, in addition to seeking stipulated penalties pursuant to paragraph 29 b., below, for noncompliance, initiate a separate criminal investigation pursuant to 18 U.S.C. Section 1001 et seq, or any other applicable law.

28. Stipulated penalties for non-compliance with SEP #1 and/or SEP #2 will be calculated as follows:

A. In the event that EPA determines, in its sole discretion, that Respondent fails to comply with any of the terms or provisions of this Consent Agreement and Final Order relating to the performance of SEP #1 and/or SEP #2 described in paragraphs 9, 12 and 16 above (but excluding violations described in 29. b) and/or to the extent the actual allowable expenditures for each SEP do not equal or exceed the required minimum

expenditure for each SEP identified in paragraphs 9, 12 and 16 above, Respondent shall be liable for stipulated penalties (except as provided in subparagraphs iii and iv immediately below) according to the following provisions:

i) If EPA determines, in its sole discretion, that SEP #1 has not been completed satisfactorily and timely, Respondent shall pay a stipulated penalty in the amount of Eight Hundred and Seventy Thousand Dollars ($870,000), which is 20% above the penalty mitigation amount of $725,000. Payment shall be transmitted using the same procedure specified in paragraph 3, above.

ii) If EPA determines, in its sole discretion, that the SEP # 2 is not completed satisfactorily and timely, Respondent shall pay a stipulated penalty in the amount of $582,000, which is 20% above the penalty mitigation of $485,000. Payment shall be transmitted using the same procedure specified in paragraph 3 above.

iii) If EPA determines, in its sole discretion, that either SEP #1 or SEP # 2 is not completed satisfactorily and timely, but :

(a) EPA determines that Respondent made good faith and timely efforts to complete the SEP at issue; and

(b) Respondent certifies, with supporting documentation, that at least ninety (90) percent of the Required SEP Expenditure for the SEP at issue was spent, and EPA

accepts that such expenditures are creditable for the SEP at issue, then Respondent shall not pay any stipulated penalty.

iv) If EPA determines, in its sole discretion, that SEP #2 has been completed satisfactorily, but:

(a) Respondent spent less than ninety (90) percent of the Required SEP Expenditure for SEP #2; and

(b) Respondent certifies, with supporting documentation, the costs that were spent for SEP #2, and EPA accepts that such expenditures are creditable for the SEPs, then: Respondent shall, unless the provisions of subparagraph (c) (immediately below) are applicable for SEP #2 only, pay a stipulated penalty in an amount equal to two (2) times the difference between the Required SEP Expenditure for SEP #2, and the amount the Respondent has expended that EPA determines is properly credited toward the SEP.

(c) Where Respondent completes SEP #2 to EPA's satisfaction, but spends less than ninety (90) percent of the Required SEP Expenditure for the SEP #2, the Respondent may, with written EPA approval, spend unexpended monies (in order to meet at least ninety (90) percent of the Required SEP Expenditure for SEP #2) to operate and maintain the CMS for an additional time.

B. If each SEP is satisfactorily completed, and Respondent spent at least ninety (90) percent of both of the Required SEP Expenditure for SEP #1 and of the Required SEP Expenditure for SEP #2, the Respondent shall not pay any stipulated penalty.

29. a. Whether Respondent has complied with the terms of this Consent Agreement and Final Order through the implementation of each SEP as herein required, whether each SEP has been satisfactorily completed, whether the Respondent has made good faith, timely effort to implement each SEP, and whether costs expended are creditable to each SEP shall be the sole determination of EPA. Should EPA have any concerns about the satisfactory completion of each SEP, EPA will communicate those concerns to Respondent and provide it with an opportunity to respond, and/or correct the deficiencies. In the event that there is disagreement between EPA and Respondent regarding the completion of each SEP, the procedures specified in paragraph 25 shall apply. If EPA makes a determination that each SEP has been satisfactorily completed, it will provide Respondent with written confirmation of the determination within a reasonable amount of time.

b. Notwithstanding any other provision of this Consent Agreement, stipulated penalties shall accrue per day per violation for the following types of matters: failure to timely submit and/or provide documents, reports and plans (i.e., UST Management Plan, Progress Reports and SEP Completion Reports for SEP #1 and SEP #2, including documentation/evidence that the activities required by this Consent Agreement have been completed), failure to include the required certifications specified in paragraphs 5, 23 d) and e) and 26 when a document is first submitted to EPA, and/or public statement making reference to SEP #1

and/or SEP #2 is made by Respondent without the language specified in paragraph 32, below, and/or failure to revise any document on schedule following receipt of comments. If deviation from the due dates in this Consent Agreement for the documents/reports/records/certifications described in this paragraph, has not been approved by EPA in writing pursuant to paragraph 36, below, and if Respondent is determined by EPA to be liable to EPA for a stipulated penalty, such liability shall commence on the first day of noncompliance with the requirements of this Consent Agreement, and continue through the final date of completion of the activity by which compliance with the requirements of this Consent Agreement is achieved. Simultaneous penalties shall accrue for separate violations of the Consent Agreement. The stipulated penalties shall accrue as follows:

STIPULATED PENALTY AMOUNTS

Period of Failure to Comply	Penalty Per Day
1st to 10th day	$500
11th to 30th day	$1,000
31st to 60th day	$2,000
Each day in excess of 60 days	$3,000

c. Unless Respondent provides EPA with a written explanation in accordance with subparagraph d, below, all stipulated penalties are due and payable within thirty (30) calendar days of the Respondent's receipt from EPA of a written demand for payment of the penalties. Respondent agrees that such demand may be mailed to Nassau County Attorney, One West Street, Mineola, New York

11501, with a copy to Respondent's counsel, Robert Spolzino, Esq., Wilson Elser Moskowitz Edelman & Dicker, LLP, 3 Gannett Drive, White Plains, New York 10604-3407. All stipulated penalty payments shall be made by cashier's or certified check or EFT in accordance with the payment instructions in paragraph 3 of this Consent Agreement. Penalties shall accrue as provided above regardless of whether EPA has notified the Respondent of the violation or made a demand for payment, but need only be paid upon demand. Any payment of stipulated penalties shall be in addition to any other payments required under any other paragraph of this Consent Agreement. Nothing in this Consent Agreement, including payment of penalties identified in this Consent Agreement, shall preclude EPA from initiating a separate criminal investigation pursuant to 18 U.S.C. Section 1001 et seq. or any other applicable law. Failure to pay any stipulated penalty in full will result in referral of this matter to the United States Department of Justice or the United States Department of the Treasury for collection and/or other appropriate action.

d. After receipt of a demand from EPA for stipulated penalties pursuant to paragraphs 3d, 28 A., and 29 b., above, Respondent shall have fifteen (15) calendar days in which to provide Complainant with a written explanation of why it believes that a stipulated penalty is not appropriate for the cited violation(s) of this Consent Agreement (including any technical, financial or other information

that Respondent deems relevant). Pursuant to paragraph 30, below, EPA shall evaluate the written explanation provided by the Respondent.

30. The Complainant may, in her sole discretion, reduce or eliminate any stipulated penalty due under this Consent Agreement if Respondent has, in writing, demonstrated to EPA's satisfaction good cause for such action by EPA. If, after review of Respondent's submission pursuant to the preceding paragraph, Complainant determines that Respondent has failed to comply with the provisions of this Consent Agreement, and Complainant does not, in her sole discretion, eliminate the stipulated penalties demanded by EPA, Complainant will notify Respondent, in writing, that either the full stipulated penalty or a reduced stipulated penalty must be paid by Respondent. Respondent shall pay the stipulated penalty amount indicated in EPA's notice within thirty (30) calendar days of its receipt of such written notice from EPA. Failure of Respondent to pay any stipulated penalty demanded by EPA pursuant to this Consent Agreement may result in further action by EPA.

31. At any time prior to Respondent's payment of stipulated penalties, the Director, may, for good cause as independently determined by her, reduce or eliminate the stipulated penalty(ies). If the Director makes such determination, EPA shall notify Respondent in writing of any such action.

32. Any public statement, oral or written, in print, film, internet or other media made by Respondent making reference to the SEP #1 and/or SEP #2 shall include the following language: "This [These] project(s) was[were] [will be] undertaken in connection with the settlement of an enforcement action taken by the U.S. Environmental Protection Agency."

33. Delays

a) If any event occurs which causes or may cause delays in the completion of any of the SEPs as required under this Consent Agreement, Respondent shall notify EPA in writing within thirty (30) days of the delay or upon Respondent's knowledge of the anticipated delay, whichever is earlier. The notice shall describe in detail the anticipated length of delay, the precise cause of delay, the measures taken by Respondent to prevent or minimize delay, and the timetable by which those measures will be implemented. Respondent shall adopt all reasonable measures to avoid or minimize any such delay. Failure by Respondent to comply with the notice requirements of this paragraph shall render this paragraph void and of no effect as to the particular incident involved and may constitute a waiver of Respondent's right to request an extension of its obligation under this Consent Agreement based on such incident.

b) If the parties agree that the delay or anticipated delay in compliance with this Consent Agreement has been or will be caused by circumstances

entirely beyond the control of Respondent, the time for performance hereunder may be extended for a period no longer than the delay resulting from such circumstances.

c) In the event that EPA does not agree that a delay in achieving compliance with the requirements of this Consent Agreement has been or will be caused by circumstances beyond the control of Respondent, EPA will notify Respondent in writing of its decision within a reasonable amount of time and any delays in completion of either of the SEPs shall not be excused.

d) The burden of proving that any delay is caused by circumstances entirely beyond the control of Respondent shall rest with Respondent. Increased cost or expenses associated with the implementation of actions called for by this Consent Agreement shall not, in any event, be a basis for extensions of time under section b) of this paragraph. Delay in achievement of one interim step shall not necessarily justify or excuse delay in achievement of subsequent steps.

34. The civil penalty and any applicable stipulated penalties provided for herein are penalties within the meaning of Title 26, Section 162(f) of the United States Code, 26 U.S.C. § 162(f), and are not deductible expenditures for purposes of federal, state or local law. For federal income tax purposes, Respondent agrees

that it will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEP at issue.

35. The SEPs to be completed by Respondent, described in paragraphs 9, 12 and 16 of this Consent Agreement, has been accepted by Complainant solely for purposes of settlement of this civil administrative proceeding.

36. EPA Region 2 may grant an extension of the date(s) of performance or such other dates as are established in this Consent Agreement with regard to any of the SEP components in either of the SEPs, if Respondent has first demonstrated in writing good cause for such extension, including, but not limited to, failures arising from causes beyond the reasonable contemplation of the parties and beyond the reasonable control and without fault or negligence of the Respondent. If Respondent submits a request for extension, such request shall be accompanied by supporting documentation and submitted to EPA no later than thirty (30) calendar days prior to any due date set forth in this Consent Agreement, or other deadline established pursuant to this Consent Agreement, or where the need for an extension does not become apparent until a date within thirty (30) calendar days of the due date or other deadline, Respondent shall submit a request for extension prior to the due date, or other deadline established pursuant to the Consent Agreement. Such extension, if any, shall be approved in writing within a reasonable amount of time after EPA's receipt of Respondent's request.

37. This Consent Agreement, which is being voluntarily and knowingly entered into by the Complainant and Respondent, resolves (conditional upon full payment of the civil penalty herein, any applicable stipulated penalty that becomes due, the performance of injunctive relief referenced in the Consent Agreement, and the accuracy of the Respondent's representations in this proceeding) the civil and administrative claims alleged in the Complaint issued in this matter. Nothing herein shall be read to preclude EPA or the United States, on behalf of EPA, however, from pursuing appropriate injunctive or other equitable relief or criminal sanctions for any violation of law.

38. Respondent has read the Consent Agreement, understands its terms, finds it to be reasonable and consents to the issuance and its terms. Respondent consents to the issuance of the accompanying Final Order. Respondent agrees that all terms of settlement are set forth herein.

39. Respondent explicitly and knowingly consents to the assessment of the civil penalty and any stipulated penalties as set forth in this Consent Agreement and agrees to pay the civil penalty and any stipulated penalties in accordance with the terms of this Consent Agreement.

40. Respondent explicitly and knowingly waives its right to request or to seek any Hearing on the Complaint or on this Consent Agreement or on the Findings of Fact and Conclusions of Law herein, or on the accompanying Final Order.

41. The Respondent agrees not to contest the validity or any term of this CA/FO in any action brought: a) by the United States, including EPA, to enforce this CA/FO; or b) to enforce a judgment relating to this CA/FO.

42. Respondent waives its right to appeal this Consent Agreement and the accompanying Final Order.

43. This Consent Agreement and any provision herein shall not be construed as an admission of liability in any criminal or civil action or other administrative proceeding, except in an action or proceeding to enforce or seek compliance with this Consent Agreement and its accompanying Final Order.

44. Respondent explicitly waives any right it may have pursuant to 40 C.F.R. § 22.8 to be present during discussions with or to be served with and to reply to any memorandum or communication addressed to the Regional Administrator, Deputy Regional Administrator, or Regional Judicial Officer for Region 2, where the purpose of such discussion, memorandum, or communication is to discuss a proposed settlement of this matter or to recommend that such official accept this Consent Agreement and issue the attached Final Order.

45. This Consent Agreement and Final Order does not relieve Respondent of its obligations to comply with all applicable provisions of federal, state or local law, nor shall it be construed to be a ruling on, or a determination of, any issue related to any federal, state or local permit. This Consent Agreement and Final Order

does not waive, extinguish, or otherwise affect Respondent's obligation to comply with all applicable provisions of the Act and the regulations promulgated thereunder.

46. Nothing in this Consent Agreement and Final Order shall be construed as a release from any other action under any law and/or regulation administered by EPA.

47. Each undersigned signatory to this Consent Agreement certifies that he or she is duly and fully authorized to enter into and ratify this Consent Agreement and Final Order and all the terms and conditions set forth in this Consent Agreement and Final Order.

48. The provisions of this Consent Agreement and Final Order shall be binding upon both EPA and Respondent, its officers/officials, agents, authorized representatives and successors or assigns.

49. Any failure by Respondent to perform fully any requirement herein will be considered a violation of this CA/FO, and may subject Respondent to a civil judicial action by the United States to enforce the provisions of this CA/FO.

50. Each party hereto agrees to bear its own costs and fees in this matter.

51. Respondent consents to service upon itself of a copy of this Consent Agreement and Final Order by an EPA employee other than the Regional Hearing Clerk.

52. Pursuant to 40 C.F.R. § 22.31(b), the effective date of the Final Order herein shall be the date when it is filed with the Regional Hearing Clerk of the United States Environmental Protection Agency, Region 2.

In the Matter of Nassau County, RCRA-02-2011-7506

RESPONDENT: Nassau County

BY: _____
(Signature)

NAME: ~~Edward Mangano~~ Richard R. Walker
Chief Deputy

TITLE: Nassau County Executive

DATE : 9/26/12

PLEASE EXECUTE IN BLUE INK

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the ____ day of _____ in the year _____ before me personally came _____ to me personally known, who, being by me duly sworn, did depose and say that he or she resides in the County of _____; that he or she is the _____ of _____, the corporation described herein and which executed the above instrument; and that he or she signed his or her name thereto by authority of the board of directors of said corporation.

NOTARY PUBLIC

STATE OF NEW YORK)
)ss.:
COUNTY OF NASSAU)

On the 26 day of SEPTEMBER in the year 12 before me personally came Richard R. Walker to me personally known, who, being duly sworn, did depose and said that (s)he resides in Nassau County; that (s)he is the County Executive or _____Chief Deputy County Executive or _____Deputy County Executive of the County of Nassau, the municipal corporation described herein and which executed the above instrument; and that (s)he signed his/her name thereto pursuant to Section 205 of the County Government Law of Nassau County.

Concetta A. Petrucci

NOTARY PUBLIC

CONCETTA A PETRUCCI
Notary Public, State of New York
No. 01PE6259026
Qualified in Nassau County
Commission Expires April 02, 2016

DESIGNATION

DESIGNATION BY COUNTY EXECUTIVE EDWARD P. MANGANO OF **RICHARD R. WALKER, TIMOTHY P. SULLIVAN** TO PERFORM THE ADMINISTRATIVE TASKS AND EXECUTE CERTAIN CONTRACTS PURSUANT TO THE COUNTY GOVERNMENT LAW OF NASSAU COUNTY

I, EDWARD P. MANGANO, duly elected County Executive of the County of Nassau, pursuant to Sections 205 and 2206 of the County Government Law of Nassau County, hereby designate the following Deputy County Executives to perform the administrative duties of the County Executive and to make and execute any contracts which are the subject of Section 2206 of the County Government Law of Nassau County to the extent that the administrative duties and contracts arise in the ordinary and regular course of the business of Nassau County: **Richard R. Walker and Timothy P. Sullivan.**

The acts so performed under this designation shall, pursuant to the County Government Law, have the same effect in law as if performed by the County Executive. This designation shall remain in effect until the earliest of the following occurs: my term of office ends, the Deputy County Executive's employment in such title is terminated or a written revocation is filed with the Clerk of the Nassau County Legislature and, if applicable, the County Clerk.

In accordance with the terms and provisions of the County Government Law of Nassau County, this designation shall be filed with the County Clerk of the County of Nassau and the Clerk of the County Legislature of the County of Nassau.

EDWARD. P. MANGANO
County Executive, County of Nassau

Dated: January 5, 2010
Mineola, New York

In the Matter of Nassau County RCRA 02-2011-7506

RESPONDENT: Nassau County

BY: _____
(Signature)

NAME: John Ciampoli

TITLE: Nassau County Attorney

DATE: 9/26/12

CHAPTER XI.
COUNTY ATTORNEY

Title A.
In General

§ 11-1.0 **Bond of County Attorney.** The County Attorney shall give a bond in such sum as shall be fixed by the Board of Supervisors, conditioned for the faithful performance of his duties and the accounting and turning over of all moneys of the County that may come into his hands by virtue of his office.

§ 11-2.0 **Deputies to act for County Attorney.** The deputies appointed by the County Attorney shall act generally for and in the place of the County Attorney in reference to the particular branch of work assigned to them.

§ 11-3.0 **Powers and duties.**

a. The County Attorney or special counsel for the County shall not have the power to institute any action or proceeding on behalf of the County, or any of its officers, except by direction of the Board of Supervisors or the County Executive or an officer, board, commission or body having power or authority under statute to direct the starting of any such action or proceeding.
(Amended by Local Law No. 4-1945, in effect July 9, 1945.)

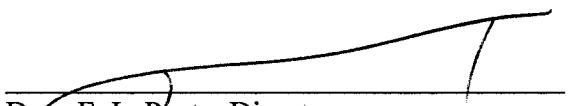
b. He shall not be empowered to compromise, settle or adjust any rights, claims, demands or causes of action in favor of or against the County unless authorized by the Board of Supervisors acting by resolution, or by the Board, body, commission or officer empowered by statute to direct or consent to such compromise, settlement or adjustment. However, this prohibition shall not operate to limit or abridge the discretion of the County Attorney in regard to the proper conduct of the trial of any proceeding or action at law, or to deprive such County Attorney of the powers or privileges ordinarily exercised in the course of litigation by attorneys at law when acting for private clients. He shall not permit, offer or confess judgment against the County, or accept any offer of judgment in favor of the County, unless previously duly authorized so to do by resolution of the Board of Supervisors.

§ 11-4.0 **Actions and proceedings.** All process and papers for the commencement of actions and legal proceedings against the County of Nassau or any agency, commission, department or bureau thereof, shall be served either upon the County Executive, the clerk of the Board of Supervisors, the County Clerk, the County Treasurer or the County Attorney, and all actions or proceedings, wherein the County of Nassau or any agency, commission, department or bureau thereof is a party shall be brought and maintained in the County of Nassau.
(Amended by L. 1941 Ch. 187 § 1, in effect March 17, 1947; amended by Local Law No. 8-1991, in effect August 13, 1991.)

§ 11-4.1 Presentation of certain claims. Any claim against the County damage, injury or death, or for invasion of personal or property rights, of every name and nature, and whether casual or continuing trespass or nuisance and any other claim for damages arising at law or in equity, alleged to have been caused or sustained in whole or in part by or because of any misfeasance, omission of duty, negligence or wrongful act on the part of the county, its officers, agents, servants or employees, must be presented in within ninety days after such damages or injury to person or property were sustained. Such claim must be presented to the person designated by law as one to whom a summons in an action in the New York State Supreme Court issued against the County may be delivered. Each claim for damages shall be verified by the claimant in the form as required for the verification of a pleading in an action and must state (1) the name and post-office address of each claimant, and of his or her attorney, if any; (2) the nature of the claim; (3) the time when, the place where and the manner in which the claim arose; and (4) the items of damage or injuries claimed to have been sustained so far as then practicable but shall not state the amount of damages to which the claimant deems himself or herself entitled, provided, however, that the County may at any time request a supplemental claim setting forth the total damages to which the claimant deems himself or herself entitled. A supplemental claim shall be provided by the claimant within fifteen days of the request.. No action may be maintained against the County [or the appointee] for damages sustained as aforesaid unless (a) notice has been

In the Matter of Nassau County, RCRA-02-2011-7506

COMPLAINANT:



Dore F. LaPosta, Director
Division of Enforcement and Compliance Assistance
U.S. Environmental Protection
Agency - Region 2

DATE: SEPTEMBER 26, 2012

In the Matter of Nassau County, RCRA-02-2011-7506

FINAL ORDER

The Regional Administrator of the U.S. Environmental Protection Agency, Region 2, ratifies the foregoing Consent Agreement. The Consent Agreement entered into by the parties to this matter, is hereby approved, incorporated herein, and issued as an Order pursuant to Section 9006 of the Act and 40 C.F.R. Section 22.18(b)(3). The effective date of this Order shall be the date of filing with the Regional Hearing Clerk, United States Environmental Protection Agency, Region 2, New York, New York.

Judith A. Enck

Judith A. Enck
Regional Administrator
U.S. Environmental Protection
Agency - Region 2
290 Broadway, 26th Floor
New York, New York 10007

DATE: 9/27/12

In the Matter of Nassau County, RCRA-02-2011-7506

CERTIFICATE OF SERVICE

I certify that I have this day caused to be sent the foregoing fully executed Consent Agreement and Final Order ("CA/FO"), bearing the above-referenced docket number, in the following manner to the respective addressees listed below:

Original and Copy
By Hand Delivery:

Office of the Regional Hearing Clerk
U.S. Environmental Protection
Agency, Region 2
290 Broadway, 16th Floor
New York, N.Y. 10007-1866

Copy by Certified Mail/
Return Receipt Requested:

Robert Spolzino
Counsel for Respondent Nassau County
Wilson Elser Moskowitz Edelman & Dicker LLP
3 Gannett Drive
White Plains, NY 10604-3407

Dated: 9/28, 2012
New York, New York

Sandra E. Diaz