



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

Diane Malinovich
Vice President and General Manager
Kloeckner Metals Corporation
91-104 Kalaeloia Blvd.
Kapolei, HI 96707

SEP 19 2018

**Subject: Issuance of Consent Agreement and Final Order
Kloeckner Metals Corporation
EPA Docket No: UIC-09-2018-0004**

Dear Ms. Malinovich:

Enclosed please find the Consent Agreement and Final Order that has been issued with respect to the above referenced-matter. The U.S. Environmental Protection Agency Region IX Regional Judicial Officer has signed the Final Order and filed it with the Regional Hearing Clerk. The date it was filed by the Regional Hearing Clerk is the Effective Date of the Final Order. As stated in the Consent Agreement, your payment of \$46,608 is due within 30 days of the Effective Date.

Thank you for your prompt attention to this matter and your ongoing cooperation. If you have any questions, please contact me at (415) 972-3302.

Sincerely,

A handwritten signature in black ink, appearing to read "Roberto Rodriguez".

Roberto Rodriguez, Chief
Pesticides and Safe Drinking Water Enforcement

Enclosure

1 SYLVIA QUAST
Regional Counsel
2 United States Environmental Protection Agency, Region IX

3 JANET A. MAGNUSON
Attorney Advisor
4 United States Environmental Protection Agency, Region IX
75 Hawthorne Street
5 San Francisco, California 94105
6 (415) 972-3887

7 Attorneys for Complainant

8 **UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**
9 **REGION IX**

75 Hawthorne Street
10 San Francisco, California 94105

11 IN THE MATTER OF:)
12 Kloeckner Metals Corporation)
13 91-104 Kalaeloa Blvd., Kapolei, HI 96707)

14 Respondent.)

15 Proceedings under Sections 1423(c) of the)
16 Safe Drinking Water Act,)
17 42 U.S.C. §§ 300h-2(c).)

DOCKET NO. UIC-09-2018-0004

CONSENT AGREEMENT
AND
FINAL ORDER

18 **CONSENT AGREEMENT**

19 **I. AUTHORITIES AND PARTIES**

20 1. The United States Environmental Protection Agency (“EPA”), Region IX and
21 Kloeckner Metals Corporation, (“Respondent”) (collectively the “Parties”) agree to settle this
22 matter and consent to the entry of this Consent Agreement and Final Order (“CA/FO”). This
23 CA/FO commences and concludes this proceeding in accordance with 40 C.F.R. §§ 22.13(b),
24 22.18(b)(2) and 22.45(b).

25 2. This is a civil administrative action instituted by EPA Region IX against
Respondent pursuant to Sections 1423(c) of the Safe Drinking Water Act (“SDWA” or “the
In re Kloeckner Metals Corporation

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U.S.EPA - Region 09

1 Act”), 42 U.S.C. §§ 300h-2(c), for violations of the SDWA and the Underground Injection
2 Control (“UIC”) requirements set forth at 40 C.F.R. Part 144.

3 3. Complainant is the Director of the Enforcement Division, EPA Region IX. The
4 Administrator of EPA delegated to the Regional Administrator of EPA Region IX the authority
5 to bring and settle this action under SDWA. In turn, the Regional Administrator of EPA Region
6 IX further delegated the authority to bring and sign a consent agreement settling this action under
7 SDWA to the Director of the Enforcement Division.

8 4. Respondent is a Georgia corporation headquartered at 500 Colonial Center
9 Parkway, Suite 500, Roswell, Georgia 30076.

10 II. APPLICABLE STATUTES AND REGULATIONS

11 5. Pursuant to SDWA Sections 1421 to 1429, 42 U.S.C. §§ 300h to 300h-8, EPA has
12 promulgated regulations at 40 C.F.R. Part 144 establishing minimum requirements for UIC
13 programs to prevent underground injection that endangers drinking water sources.

14 6. “Underground injection” means the subsurface emplacement of fluids by well
15 injection. 42 U.S.C. § 300h(d)(1); 40 C.F.R. § 144.3.

16 7. “Well injection” means the subsurface emplacement of fluids through a well. 40
17 C.F.R. § 144.3.

18 8. “Well” means, in relevant part, a dug hole whose depth is greater than the largest
19 surface dimension. 40 C.F.R. § 144.3.

20 9. A “cesspool” is a “drywell,” which in turn is a “well,” as those terms are defined
21 in 40 C.F.R. § 144.3.

22 10. “Large capacity cesspools” (“LCCs”) include “multiple dwelling, community or
23 regional cesspools, or other devices that receive sanitary wastes, containing human excreta,
24 which have an open bottom and sometimes perforated sides.” 40 C.F.R. § 144.81(2). LCCs do
25

1 not include single-family residential cesspools or non-residential cesspools which receive solely
2 sanitary waste and have the capacity to serve fewer than 20 persons per day. *Id.*

3 11. UIC program regulations classify LCCs as Class V UIC injection wells. 40 C.F.R.
4 § 144.80(e).

5 12. Class V UIC injection wells are considered a “facility or activity” subject to
6 regulation under the UIC program. 40 C.F.R. § 144.3.

7 13. “Owner or operator” means the owner or operator of any “facility or activity”
8 subject to regulation under the UIC program. 40 C.F.R. § 144.3.

9 14. The “owner or operator” of a Class V UIC well “must comply with Federal UIC
10 requirements in 40 C.F.R. Parts 144 through 147,” and must also “comply with any other
11 measures required by States or an EPA Regional Office UIC Program to protect [underground
12 sources of drinking water].” 40 C.F.R. § 144.82.

13 15. Owners or operators of existing LCCs were required to have closed those LCCs
14 no later than April 5, 2005. 40 C.F.R. §§ 144.84(b)(2) and 144.88.

15 16. Pursuant to Section 1422(c) of the SDWA, 42 U.S.C. § 300h-1(c), and 40 C.F.R.
16 § 147.601, EPA administers the UIC program in the State of Hawaii. This UIC program consists
17 of the program requirements of 40 C.F.R. Parts 124, 144, 146, 147 (Subpart M), and 148.

18 17. Pursuant to Section 1423(c)(1) of the SDWA, 42 U.S.C. § 300h-2(c)(1), and 40
19 C.F.R. § 19.4, EPA may issue an administrative order either assessing a civil penalty of not more
20 than \$21,916 per day per violation up to a maximum of \$273,945, or requiring compliance, or
21 both, against any person who violates the SDWA or any requirement of an applicable UIC
22 program.

23 III. ALLEGATIONS

24 18. Respondent is a corporation and thus qualifies as a “person” within the meaning
25 of Section 1401(12) of the SDWA, 42 U.S.C. § 300f(12), and 40 C.F.R. § 144.3.

1 accordance with Section IV.B of this CA/FO; (2) payment of an administrative civil penalty of
2 \$46,608 in accordance with Section IV.C of this CA/FO; and (3) performance of a supplemental
3 environmental project in accordance with Section IV.D of this CA/FO, shall constitute full
4 settlement of Respondent's liability for federal civil claims for the alleged SDWA violations
5 specifically identified in Section III of this CA/FO.

6 26. The provisions of this CA/FO shall apply to and be binding upon Respondent, its
7 officers, directors, agents, servants, authorized representatives, employees, and successors or
8 assigns. Action or inaction of any persons, firms, contractors, employees, agents, or corporations
9 acting under, through, or for Respondent shall not excuse any failure of Respondent to fully
10 perform its obligations under this CA/FO.

11 27. At such time that all requirements of this CA/FO have been met, this CA/FO shall
12 terminate.

13 28. Issuance of this CA/FO does not in any manner affect the right of EPA to pursue
14 appropriate injunctive or other equitable relief or criminal sanctions for any violations of law,
15 except with respect to the claim described in Paragraph 23 that has been specifically resolved by
16 this CA/FO.

17 29. This CA/FO is not a permit or modification of a permit, and does not affect
18 Respondent's obligation to comply with all federal, state, local laws, ordinances, regulations,
19 permits, and orders. Issuance of, or compliance with, this CA/FO does not waive, extinguish,
20 satisfy, or otherwise affect Respondent's obligation to comply with all applicable requirements
21 of the SDWA, regulations promulgated thereunder, and any order or permit issued thereunder,
22 except as specifically set forth herein.

23 30. EPA reserves any and all legal and equitable remedies available to enforce this
24 CA/FO, as well as the right to seek recovery of any costs and attorneys' fees incurred by EPA in
25 any actions against Respondent for noncompliance with this CA/FO.

1 31. Unless otherwise specified, the Parties shall each bear their own costs and
2 attorneys' fees incurred in this proceeding.

3 32. This CA/FO may be executed and transmitted by facsimile, email or other
4 electronic means, and in multiple counterparts, each of which shall be deemed an original, but all
5 of which shall constitute an instrument. If any portion of this CA/FO is determined to be
6 unenforceable by a competent court or tribunal, the Parties agree that the remaining portions
7 shall remain in full force and effect.

8 33. The undersigned representative of each party certifies that he or she is duly and
9 fully authorized to enter into and ratify this CA/FO.

10 34. For purposes of the identification requirement of Section 162(f)(2)(A)(ii) of the
11 Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), performance of Section IV.B (Compliance
12 Requirements) is restitution or required to come into compliance with law.

13 B. Compliance Requirements

14 35. As required by Section 1423(c)(1) of the Act, 42 U.S.C. § 300h-2(c)(1), and
15 consistent with the timeframes set forth below, Respondent shall:

- 16 a. By December 31, 2018, close the LCC located at the Kapolei Facility in
17 accordance with 40 C.F.R. §§ 144.84(b)(2), 144.88(a), and 144.89(a), and all
18 other applicable requirements, including all Hawaii Department of Health
19 (“HDOH”) closure, conversion, and/or replacement requirements. If
20 Respondent installs one or more replacement wastewater systems, such as
21 Individual Wastewater Systems (“IWSs”), then installation and operation of
22 such systems shall comply with all HDOH requirements; and
23 b. Within thirty (30) days of closure of the LCC, submit to EPA a description of
24 how the LCC was closed and identify the contractor providing the service as
25 well as copies of the cesspool Backfill Closure Report and other approvals

1 issued by HDOH for the closure of the cesspool and the installation and
2 operation of the replacement system.

3 C. Penalty

4 36. Respondent agrees to the assessment of a civil penalty in the amount of forty-six
5 thousand six hundred and eight dollars (\$46,608) for the violation at the Kapolei Facility of the
6 SDWA alleged in Section III of this CA/FO.

7 37. Respondent shall pay the assessed penalty no later than thirty (30) days from the
8 Effective Date of this CA/FO.

9 38. Respondent may pay the penalty by check (mail or overnight delivery), wire
10 transfer, automated clearing house, or online payment. Payment instructions are available at:
11 <http://www2.epa.gov/financial/makepayment>. Payments made by a cashier's check or certified
12 check must be payable to the order of "Treasurer, United States of America" and delivered to the
13 following address:

14 U.S. Environmental Protection Agency
15 Fines and Penalties
16 Cincinnati Finance Center
17 P.O. Box 979077
18 St. Louis, Missouri 63197-9000

19 39. Concurrent with making the payment, Respondent must provide a letter with
20 evidence of the payment made pursuant to Paragraphs 36 and 37 accompanied by the title and
21 docket number of this action, to the EPA Region IX Regional Hearing Clerk, the EPA Region IX
22 Enforcement Division Compliance Officer, and the EPA Region IX Office of Regional Counsel
23 attorney, via United States mail, at the following addresses:

24 Regional Hearing Clerk
25 U.S. Environmental Protection Agency
Region IX - Office of Regional Counsel
75 Hawthorne Street (ORC-1)
San Francisco, CA 94105

1 Christopher Chen, Compliance Officer
2 U.S. Environmental Protection Agency
3 Region IX - Enforcement Division
4 75 Hawthorne Street (ENF-3-3)
5 San Francisco, CA 94105

6 Janet A. Magnuson, Attorney Advisor
7 U.S. Environmental Protection Agency
8 Region IX – Office of Regional Counsel
9 75 Hawthorne Street (ORC-2-3)
10 San Francisco, CA 94105

11 40. In accordance with the Debt Collection Act of 1982 and 40 C.F.R. Part 13
12 interest, penalty charges, and administrative costs will be assessed against the outstanding
13 amount that Respondent owes to EPA for Respondent's failure to pay the civil administrative
14 penalty by the deadline specified in Paragraph 37.

15 41. Interest on delinquent penalties will be assessed at an annual rate that is equal to
16 the rate of current value of funds to the United States Treasury (i.e., the Treasury tax and loan
17 account rate), as prescribed and published by the Secretary of the Treasury in the Federal
18 Register and the Treasury Fiscal Requirements Manual Bulletins. 40 C.F.R. § 13.11(a)(1).

19 42. A penalty charge will be assessed on all debts more than 90 days delinquent. The
20 penalty charge will be at a rate of 6% per annum and will be assessed monthly. 40 C.F.R. §
21 13.11(c).

22 43. In addition, administrative costs for handling and collecting Respondent's
23 overdue debt will be based on either actual or average cost incurred, and will include both direct
24 and indirect costs. 40 C.F.R. § 13.11(b).

25 44. Failure to pay any civil administrative penalty by the deadline may also lead to
any or all of the following actions:

- a. The debt being referred to a credit reporting agency, a collection agency, or to
the Department of Justice for filing of a collection action in the appropriate

1 United States District Court. 40 C.F.R. §§ 13.13, 13.14, and 13.33. In any
2 such collection action, the validity, amount, and appropriateness of the
3 assessed penalty and of this CA/FO shall not be subject to review.

4 b. The department or agency to which this matter is referred (e.g., the
5 Department of Justice, the Internal Revenue Service) may assess
6 administrative costs for handling and collecting Respondent's overdue debt in
7 addition to EPA's administrative costs.

8 c. EPA may (i) suspend or revoke Respondent's licenses or other privileges; or
9 (ii) suspend or disqualify Respondent from doing business with EPA or
10 engaging in programs EPA sponsors or funds. 40 C.F.R. § 13.17.

11 45. Respondent shall tender any interest, handling charges, late penalty payments, and
12 stipulated penalties in the same manner as described in Paragraphs 38 and 39.

13 D. Supplemental Environmental Project ("SEP")

14 46. As a Supplemental Environmental Project ("SEP"), Respondent shall close the
15 two small capacity cesspools, known as the office cesspool and the galvanizing plant cesspool,
16 located at the Kapolei Facility in accordance with all applicable State of Hawaii closure
17 requirements, and replace them with a septic system approved by HDOH. The septic system
18 shall have an adjoining leachfield.

19 47. Respondent shall complete closure and replacement of the small capacity
20 cesspools identified in Paragraph 46 by no later than December 31, 2018.

21 48. In performing this SEP, Respondents shall spend a minimum of SIXTY-FIVE
22 THOUSAND DOLLARS (\$65,000).

23 49. As part of the SEP, Respondent shall submit within thirty (30) days of the closure
24 of the small capacity cesspools a SEP Completion Report certified by a responsible corporate
25 official using the certification language set forth in Paragraph 66. The SEP Completion Report

1 must include evidence of SEP completion, including but not limited to a description of the
2 closure activities, photos, vendor invoices or receipts for SEP work performed, and
3 documentation of all SEP expenditures. The SEP Completion Report shall also include copies of
4 any and all HDOH approvals for the closure of the small capacity cesspools and installation and
5 operation of the replacement septic system(s) and leachfield(s).

6 50. The SEP shall be deemed to be “satisfactorily performed” when Respondent has
7 closed the cesspools as described in Paragraph 46 and the SEP Completion Report has been
8 submitted to EPA. The determination of whether the SEP has been satisfactorily completed (i.e.
9 pursuant to the terms of the agreement) and whether the Respondent has made a good faith,
10 timely effort to implement the SEP shall be reserved to the sole discretion of EPA.

11 51. Respondent shall maintain legible copies of all documentation relevant to the SEP
12 and reports submitted to EPA pursuant to this CA/FO and shall provide such documentation or
13 reports to EPA not more than seven (7) days after a request for such information.

14 52. Regarding the performance of this SEP, Respondent certifies the truth and
15 accuracy of each of the following:

- 16 a. That all cost information provided to the EPA in connection with the EPA’s
17 approval of the SEP is complete and accurate and that the Respondent in good
18 faith estimates that the cost to implement the SEP, exclusive of engineering
19 design and permit approval costs, is a minimum of sixty-five thousand dollars
20 (\$65,000);
- 21 b. That, as of the date of executing this CA/FO, Respondent is not required to
22 perform or develop the SEP by any federal, state, or local law or regulation
23 and is not required to perform or develop the SEP by agreement, grant, or as
24 injunctive relief awarded in any other action in any forum;
- 25

- 1 c. That the SEP is not a project that Respondent was planning or intending to
2 construct, perform, or implement other than in settlement of the claims
3 resolved in this CA/FO;
- 4 d. That Respondent has not received and will not have received credit for the
5 SEP in any other enforcement action;
- 6 e. That Respondent will not receive reimbursement for any portion of the SEP
7 from another person or entity, including any tax credits from the State of
8 Hawaii;
- 9 f. That for federal income tax purposes, Respondent agrees that it will neither
10 capitalize into inventory or basis nor deduct any costs or expenditures
11 incurred in performing the SEP; and
- 12 g. That Respondent is not a party to any open federal financial assistance
13 transaction that is funding or could fund the same activity as the SEP.

14 53. Any public statement, oral or written, in print, film, or other media, made by
15 Respondent or a representative of Respondent making reference to the SEP Respondent is
16 implementing pursuant to this CA/FO, must include the following language: "This project was
17 undertaken in connection with the settlement of an enforcement action taken by the U.S.
18 Environmental Protection Agency to enforce the Safe Drinking Water Act."

19 E. Stipulated Penalties

20 54. Respondent shall pay stipulated penalties in accordance with this Section for any
21 violations of this CA/FO.

22 55. If Respondent fails to meet the LCC closure requirements set forth in Paragraph
23 35 or the small capacity cesspool SEP closure requirements set forth in Paragraphs 46 and 47,
24 Respondent agrees to pay the following amounts for each cesspool that it fails to properly close
25 on time:

- 1 a. \$100 for each and every day for the first 90 days that Respondent fails to
2 properly close the cesspool;
- 3 b. \$200 for each and every day from days 91 through 365 that Respondent fails
4 to properly close the cesspool; and
- 5 c. \$300 for each and every day from day 366 and afterwards that Respondent
6 fails to properly close the cesspool.

7 56. If Respondent has satisfactorily performed the SEP according to Paragraph 50 of
8 this CA/FO, but spent less than the amount described in Paragraph 48, Respondent agrees to pay
9 a stipulated penalty of the difference between \$65,000 and the amount actually spent on
10 performing the SEP.

11 57. If Respondent fails to pay the assessed civil administrative penalty specified in
12 Paragraph 36 by the deadline specified in Paragraph 37, Respondent agrees to pay a stipulated
13 penalty of \$250 per day for each day the assessed penalty is late, in addition to the assessed
14 penalty.

15 58. If Respondent fails to timely submit any reports in accordance with the timelines
16 set forth in this CA/FO, Respondent agrees to pay a stipulated penalty of \$50 for each day after
17 the report was due until it submits the report in its entirety.

18 59. Respondent agrees to pay any stipulated penalties within thirty (30) days of
19 receipt of EPA's written demand for such penalties. All penalties shall begin to accrue on the
20 first date of noncompliance, and shall continue to accrue through the date of completion of the
21 delinquent CA/FO requirement. Respondent will use the method of payment specified in
22 Paragraphs 38 and 39, and agrees to pay interest, handling charges and penalties that accrue for
23 late payment of the stipulated penalty in the same manner as set forth in Paragraphs 41 through
24 45.
25

1 60. Neither the demand for, nor payment of, a stipulated penalty relieves Respondent
2 of its obligation to comply with any requirement of this CA/FO or modifies or waives any
3 deadlines set forth in this CA/FO.

4 61. EPA may, in the unreviewable exercise of its discretion, elect to pursue any other
5 administrative or judicial remedies in addition to or in lieu of assessing stipulated penalties
6 and/or reduce or waive stipulated penalties due under this CA/FO.

7 F. Force Majeure

8 62. Respondent shall exercise its best efforts to avoid or minimize any delay and any
9 effects of a delay. If any event occurs which causes or may cause delays meeting the deadlines
10 set forth in this CA/FO, Respondent or its attorney shall, within forty-eight (48) hours of the
11 delay or within forty-eight (48) hours of Respondent's knowledge of the anticipated delay,
12 whichever is earlier, notify EPA in writing, by email or overnight mail. Within fifteen (15) days
13 thereafter, Respondent shall provide in writing the reasons for the delay, the anticipated duration
14 of the delay, the measures taken or to be taken to prevent or minimize the delay, and a timetable
15 by which those measures will be implemented. Failure to comply with the notice requirement of
16 this paragraph shall preclude Respondent from asserting any claim of *force majeure*.

17 63. If EPA agrees in writing that the delay or anticipated delay in compliance with
18 this CA/FO has been or will be caused by circumstances entirely beyond the control of
19 Respondent, the time for performance may be extended for a period of no longer than the delay
20 resulting from the circumstances causing the delay. In such event, EPA will grant, in writing an
21 extension of time. An extension of the time for performing an obligation granted by EPA
22 pursuant to this paragraph shall not, of itself, extend the time for performing a subsequent
23 obligation.

24 64. EPA will not impose stipulated penalties for performance of a task during any
25 time period covered by an extension of time for that task granted pursuant to Paragraph 63.

 G. Notices

In re Kloeckner Metals Corporation

1 65. Respondent must send any written communications and/or submittals, including
2 any requests for extensions of time to meet the compliance deadlines, to the following:

3 Christopher Chen, Compliance Officer
4 U.S. Environmental Protection Agency
5 Region IX - Enforcement Division
6 75 Hawthorne Street (ENF-3-3)
7 San Francisco, CA 94105
8 Chen.christopher@epa.gov

9 Janet A. Magnuson, Attorney Advisor
10 U.S. Environmental Protection Agency
11 Region IX – Office of Regional Counsel
12 75 Hawthorne Street (ORC-2-3)
13 San Francisco, CA 94105
14 Magnuson.janet@epa.gov

15 For each written communication and/or submittal, Respondent shall identify the case name, the
16 case Docket Number, and the paragraph and/or requirement of this CA/FO under which the
17 submission is being made.

18 66. Respondent shall include the following signed certification made in accordance
19 with 40 C.F.R. § 144.32(b) and (d) with all written communications required by this CA/FO:

20 *I certify under penalty of law that this document and all attachments
21 were prepared under my direction or supervision in accordance with
22 a system designed to assure that qualified personnel properly gather
23 and evaluate the information submitted. Based on my inquiry of the
24 person or persons who manage the system, or those persons directly
25 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.*

26 67. EPA must send any written communications to the following address:

27 Diane Malinovich
28 Vice President and General Manager
29 Kloekner Metals, 91-104 Kalaeloa Blvd., Kapolei, HI 96707
30 dmalinovich@kloeknermetals.com

1 V. EFFECTIVE DATE

2 68. Pursuant to 40 C.F.R. § 22.45, this CA/FO will be subject to public notice and
3 comment at least 40 days prior to it becoming effective through the issuance of the final order by
4 the Regional Judicial Officer.

5 69. In accordance with 40 C.F.R. §§ 22.18(b)(3) and 22.31(b), this CA/FO shall be
6 effective on the date that the final order contained in this CA/FO, having been approved and
7 issued by either the Regional Judicial Officer or Regional Administrator, is filed with the
8 Regional Hearing Clerk.

1 FOR THE CONSENTING PARTIES:

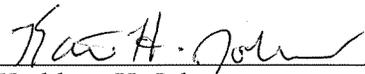
2 Kloeckner Metals Corporation:

3 
4 _____

Date: 7/12/2018

5 Warren Daubenspeck
6 Vice President Corporate Safety
7 Kloeckner Metals

8 UNITED STATES ENVIRONMENTAL PROTECTION AGENCY:

9 
10 _____

Date: July 25, 2018

11 Kathleen H. Johnson
12 Director, Enforcement Division, Region IX
13 U.S. Environmental Protection Agency
14 75 Hawthorne Street
15 San Francisco, CA 94105

1 **UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**
2 **REGION IX**

3 75 Hawthorne Street
San Francisco, California 94105

4 IN THE MATTER OF:) DOCKET NO. UIC-09-2018-0004

5 Kloeckner Metals Corporation)
6 91-104 Kalaeloa Blvd., Kapolei, HI 96707)

7 **CONSENT AGREEMENT**
8 **AND**
9 **FINAL ORDER**

10 Respondent.)

11 Proceedings under Sections 1423(c) of the)
12 Safe Drinking Water Act,)
13 42 U.S.C. §§ 300h-2(c).)

14 **FINAL ORDER**

15 The United States Environmental Protection Agency Region IX (“EPA”), and the
16 Respondent Kloeckner Metals Corporation., (“Respondent”), having entered into the foregoing
17 Consent Agreement, and EPA having duly publicly noticed the Stipulations and Findings and
18 Final Order regarding the matters alleged therein,

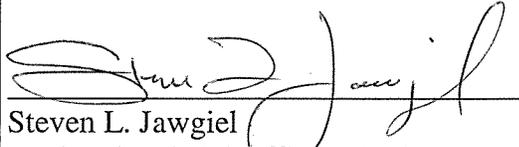
19 **IT IS HEREBY ORDERED THAT:**

- 20 1. The foregoing Consent Agreement and this Final Order (Docket No. UIC-09-
21 2018-0004) be entered;
- 22 2. Respondent pay an administrative civil penalty of **\$46,608** dollars to the Treasurer
23 of the United States of America in accordance with the terms set forth in the Consent Agreement;
- 24 3. Respondent close one LCC by December 31, 2018 in accordance with the terms
25 set forth in Paragraph 35 of the Consent Agreement;
4. Respondent close two small capacity cesspools by December 31, 2018 in
accordance with the terms set forth in Paragraph 46 of the Consent Agreement; and

In re Kloeckner Metals Corporation

1 5. Respondent comply with all other requirements of the Consent Agreement.

2 This Final Order is effective on the date that it is filed. This Final Order constitutes full
3 adjudication of the allegations in the Consent Agreement entered into by the Parties in this
4 proceeding.

5
6 
7 Steven L. Jawgiel
8 Regional Judicial Officer, Region IX
9 U.S. Environmental Protection Agency
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Date: 09/19/18

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that the forgoing FINAL ORDER incorporating a CONSENT AGREEMENT in
3 the matter of Kloeckner Metals Corporation (UIC-09-2018-0004), dated 9/19/18, was
4 filed with the Regional Hearing Clerk and sent.

5 FIRST CLASS MAIL - CERTIFIED

Tracking Numbers: 7015 0640 0001 1121 8229

6 Respondent

7 Diane Malinovich,
8 Vice President and General Manager
9 Kloeckner Metals Corporation
10 91-104 Kalaeloa Blvd.
11 Kapolei, HI 96707

12 HAND DELIVERED

13 EPA Region IX Attorney:

14 Janet Magnuson, Attorney-Advisor
15 United States Environmental Protection Agency
16 75 Hawthorne Street (ORC-2-3)
17 San Francisco, CA 94105

18 Dated at San Francisco, California: 9/19/2018

19 

20 FOR: Steven Armsey
21 Regional Hearing Clerk
22 U.S. EPA, Region 9
23
24
25