



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION III

1650 Arch Street
Philadelphia, Pennsylvania

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2012 APR 19 PM 5:11

REGIONAL HEARING CLERK
EPA REGION III, PHILA. PA

Benjamin D. Fields
Senior Assistant Regional Counsel

Direct Phone: (215) 814-2629
Fax: (215) 814-2603
Mail Code: 3RC60
E-Mail: fields.ben@epa.gov

April 19, 2012

Thomas Pierpont, President
Pier-Sol, Inc.
8800 Kelso Drive
Baltimore, Maryland 21221

Re: Consent Agreement for Signature

Dear Mr. Pierpont:

Enclosed please find a true and correct copy of the fully-executed Consent Agreement and Final Order ("CAFO") for the above-referenced case. The Final Order was signed yesterday, but not filed with the Regional Hearing Clerk until today, April 18, 2012, and thus the penalty payment deadlines run from today.

Your company may qualify as a "small business" under the Small Business Regulatory Enforcement and Fairness Act (SBREFA). A copy of EPA's Small Business Information Sheet was enclosed with the Complaint in this matter, and another copy is enclosed with this letter.

I am also enclosing information on the reporting of environmental liabilities to the Securities and Exchange Commission ("SEC"), although EPA expresses no opinion as to whether your company is subject to the SEC reporting requirements.

If you have any further questions, feel free to contact me.

Sincerely,

Benjamin D. Fields
Senior Assistant Regional Counsel

Enclosure



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19105

RECEIVED

2012 APR 19 PM 5:11

REGIONAL HEARING CLERK
EPA REGION III, PHIL. A. PA

Benjamin D. Fields
Senior Assistant Regional Counsel

Direct Phone: (215) 814-2629
Fax: (215) 814-2603
Mail Code: 3RC60
E-Mail: fields.ben@epa.gov

April 19, 2012

Heather Russell
U.S. Environmental Protection Agency
Cincinnati Finance Center
26 W. MLK Drive
Cincinnati, OH 45268

Re: Accounts Receivable
Consent Agreement and Final Order
Pier-Sol, Inc.
Docket Number RCRA-03-2012-0097

Dear Ms. Russell:

Enclosed please find a copy of the Consent Agreement and Final Order, and the Enforcement Accounts Receivable Control Number Form (EARCNF) filed with the Regional Hearing Clerk on April 18, 2012, in settlement of the above referenced subject matter.

Should you have any question or require further information, please feel free to call me at (215) 814-2629.

Sincerely,

Benjamin D. Fields
Senior Assistant Regional Counsel

Enclosures

RECEIVED

2012 APR 19 PM 5:00 AGENCY

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III REGIONAL HEARING CLERK
1650 Arch Street EPA REGION III, PHILA. PA
Philadelphia, Pennsylvania 19103-2029

Pier-Sol, Inc.
8800 Kelso Drive
Baltimore, Maryland 21221

RESPONDENT;

Pier-Sol, Inc.
8800 Kelso Drive
Baltimore, Maryland 21221

FACILITY.

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) U.S. EPA Docket Number
) RCRA-03-2012-0097
)
) Final Order
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FINAL ORDER

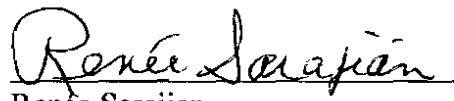
The Director, Land and Chemicals Division, U.S. Environmental Protection Agency - Region III ("Complainant") and Pier-Sol, Inc. ("Respondent"), have executed a document entitled "Consent Agreement" which I hereby ratify as a Consent Agreement in accordance with the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits ("Consolidated Rules of Practice"), 40 C.F.R. Part 22. The terms of the foregoing Consent Agreement are accepted by the undersigned and incorporated herein as if set forth at length.

NOW THEREFORE, pursuant to Section 3008(a) and (g) of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6928(a) and (g), and based on representations in the Consent Agreement that the penalty agreed to in the Consent Agreement is based on a consideration of the factors set forth in Section 3008(a) of RCRA, 42 U.S.C.

§ 6928(a), Respondent Pier-Sol, Inc. is hereby ordered to pay a civil penalty of ninety-five thousand, six hundred seventy-seven dollars (\$95,677.00), as set forth in Section IV of the Consent Agreement, and to comply with the terms and conditions of the Consent Agreement.

The effective date of this document is the date on which it is filed with the Regional Hearing Clerk after signature by the Regional Administrator or Regional Judicial Officer.

Date: 4/18/12



Renée Sarajian
Regional Judicial Officer
U.S. EPA, Region III

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029**

Pier-Sol, Inc.)	
8800 Kelso Drive)	
Baltimore, Maryland 21221)	
)	U.S. EPA Docket Number
)	RCRA-03-2012-0097
)	
RESPONDENT;)	Consent Agreement
)	
Pier-Sol, Inc.)	
8800 Kelso Drive)	
Baltimore, Maryland 21221)	
)	
)	
FACILITY.)	

CONSENT AGREEMENT

I. PRELIMINARY STATEMENT

1. This Consent Agreement is filed pursuant to Sections 3008(a) and (g) of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. Sections 6928(a) and (g), and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits ("Consolidated Rules of Practice"), 40 C.F.R. Part 22. The Complainant is the Director, Land and Chemicals Division, United States Environmental Protection Agency, Region III ("Complainant").
2. Pursuant to Sections 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules, this Consent Agreement and the attached Final Order ("CAFO") both commence and conclude an administrative proceeding against Pier-Sol, Inc. ("Respondent"), brought under Section 3008(a) and (g) of RCRA, 42 U.S.C. § 6928(a) and (g), to resolve alleged violations of RCRA at Respondent's facility at 8800 Kelso Drive, Baltimore, Maryland (the "Facility").

3. The factual allegations and legal conclusions in this Consent Agreement are based on provisions of Subtitle C of RCRA, 42 U.S.C. §§ 6921-6939f, and the State of Maryland Authorized Hazardous Waste Management Program. On February 11, 1985, pursuant to Section 3006(b) of RCRA, 42 U.S.C. § 6926(b), and 40 C.F.R. Part 271, Subpart A, the State of Maryland was granted final authorization to administer a state hazardous waste management program in lieu of the federal hazardous waste management program established under RCRA Subtitle C, 42 U.S.C. §§6921-6939e. Through this final authorization, the provisions of the Maryland Authorized Hazardous Waste Management Program, originally set forth in the Code of Maryland Regulations (“COMAR”), Title 10, Subtitle 51, became requirements of RCRA Subtitle C and, accordingly, became enforceable by EPA pursuant to Section 3008(a) of RCRA, 42 U.S.C. § 6928(a). Revisions to the Maryland hazardous waste management program were authorized by EPA on July 31, 2001, and September 24, 2004. Though these authorizations, the revised Maryland Authorized Hazardous Waste Management Program, re-codified in COMAR, Title 26, Subtitle 13, became enforceable by EPA pursuant to Section 3008(a) of RCRA, 42 U.S.C. § 6928(a).
4. For the purposes of this proceeding, Respondent admits the jurisdictional allegations in the Findings of Fact and Conclusions of Law in this Consent Agreement.
5. Respondent neither admits nor denies the Findings of Fact and the Conclusions of Law set forth in this Consent Agreement, except as provided in Paragraph 4, above.

6. For the purposes of this proceeding only, Respondent hereby expressly waives its right to a hearing on any issue of law or fact set forth in the Findings of Fact and Conclusions of Law in this Consent Agreement, and any right to appeal the accompanying Final Order.
 7. The settlement agreed to by the parties in this Consent Agreement reflects the desire of the parties to resolve this matter without continued litigation.
 8. Respondent consents to the issuance of this Consent Agreement and to the attached Final Order and agrees to comply with their terms. Respondent agrees not to contest Complainant's jurisdiction with respect to the execution of this Consent Agreement, the issuance of the attached Final Order, or the enforcement thereof.
 9. This Consent Agreement and Final Order resolve only EPA's claims for civil penalties for the specific violations alleged in this Consent Agreement. EPA reserves the right to commence action against any person, including Respondent, in response to any condition which EPA determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment. In addition, this settlement is subject to all limitations on the scope of resolution and to the reservation of rights set forth in Section 22.18(c) of the Consolidated Rules of Practice.
 10. EPA reserves any rights and remedies available to it under RCRA, the regulations promulgated thereunder, and any other federal laws or regulations for which EPA has jurisdiction, to enforce the provisions of this Consent Agreement and Final Order, following its filing with the Regional Hearing Clerk. Respondent reserves all available rights and defenses it may have to defend itself in any such action.
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11. Nothing in this Consent Agreement and Final Order shall alter or otherwise affect Respondent's obligation to comply with all applicable federal, state, and local environmental statutes and regulations.
12. Respondent is aware that the submission of false or misleading information to the United States government may subject it to separate civil and/or criminal liability. Complainant reserves the right to seek and obtain appropriate relief if Complainant obtains evidence that the information provided and/or representations made by Respondent to Complainant regarding the matters at issue in the Findings of Fact and Conclusions of Law are false or, in any material respect, inaccurate.
13. Each party shall bear its own costs and attorney's fees in connection with this proceeding.
14. EPA has given the State of Maryland prior notice of the issuance of this action in accordance with Section 3008(a)(2) of RCRA, 42 U.S.C. § 6928(a)(2).

II. FINDINGS OF FACT AND CONCLUSIONS OF LAW

15. This section represents the Findings of Fact and Conclusions of Law made by Complainant in this matter. As set forth in Paragraph 5 above, Respondent neither admits nor denies these Findings of Fact and Conclusions of Law, but agrees to this settlement to avoid further litigation, as set forth in Paragraph 7, above.
 16. Respondent is, and was at the time of the violations alleged herein, a corporation and a "person" as defined in Section 1004(15) of RCRA, 42 U.S.C. Section 6903(15), and as defined in COMAR § 26.13.01.03B.
-

17. Respondent is, and was at the time of the violations alleged herein, the “owner” and “operator” of a “facility” located at 8800 Kelso Drive in Baltimore, Maryland, as those terms are defined in COMAR § 26.13.01.03B.
18. Respondent is, and was at the time of the violations alleged herein, a “generator” of “hazardous waste” at the Facility, and engaged in “storage” of “hazardous waste,” as those terms are defined in COMAR § 26.13.01.03B.

Count 1

19. The allegations of Paragraphs 1 through 18 are incorporated herein by reference.
20. Pursuant to Section 3005(a) and (e) of RCRA, 42 U.S.C. § 6925(a) and (e), and COMAR § 26.13.07.01 (with exceptions not here relevant), no person may own or operate a facility for the treatment, storage or disposal of hazardous waste without first obtaining a permit for such facility, or obtaining interim status for such facility, as described in such Section 3005(e) of RCRA, 42 U.S.C. § 6925(e) and COMAR § 26.13.06.
21. Respondent has never obtained a permit for the Facility pursuant to Section 3005(a) of RCRA or COMAR § 26.13.07.01, and has never obtained interim status for the Facility pursuant to Section 3005(e) of RCRA or COMAR § 26.13.06.
22. Pursuant to COMAR § 26.13.03.05E(1), generators of hazardous waste who accumulate hazardous waste for less than 90 days are exempt from the requirement to obtain a permit for such accumulation, so long as the hazardous waste is stored in accordance with a number of conditions set forth in that section, including, in relevant part:

- a. Pursuant to COMAR § 26.13.03.05E(1)(d), hazardous waste accumulated in containers must comply with the container requirements set forth in COMAR § 26.13.05.09;
 - b. Pursuant to COMAR § 26.13.03.05E(1)(e), the date on which each period of accumulation begins is clearly marked and visible for inspection on each container;
 - c. Pursuant to COMAR § 26.13.03.05E(1)(f), each container is labeled or marked with the words "Hazardous Waste" while being accumulated on site;
 - d. Pursuant to COMAR § 26.13.03.05E(1)(g), the generator must comply with the training requirements set forth in COMAR § 26.13.05.02G and the contingency plan requirements set forth in COMAR § 26.13.05.04.
23. Pursuant to COMAR § 26.13.05.09D, containers holding hazardous waste must always be closed during storage, except when it is necessary to add or remove waste.
24. Pursuant to COMAR § 26.13.05.02G(1)(a), facility personnel shall complete a training program that teaches them to perform their duties in a way that ensures compliance with the hazardous waste regulations. Pursuant to COMAR § 26.13.05.02G(1)(b), this program shall be directed by a person trained in hazardous waste management procedures and shall include instruction which teaches facility personnel hazardous waste management procedures (including contingency plan implementation) relevant to the positions in which they are employed. Pursuant to COMAR § 26.13.05.02G(1)(c), this program must at a

minimum be designed to ensure that facility personnel are able to respond effectively to emergencies, as set forth in that sub-section. Pursuant to COMAR § 26.13.05.02G(2), facility personnel must complete the program within 6 months after their date of employment or assignment to the facility or to a new position at the facility, whichever comes later, and may not work in unsupervised positions until after they have completed the program. Pursuant to COMAR § 26.13.05.02G(3), facility personnel must take part in an annual review of the initial training program. Pursuant to COMAR § 26.13.05.02G(4), the owner or operator must maintain various training records, including, in relevant part, a written description of the type and amount of both introductory and continuing training that will be given to each person at the facility whose job is related to hazardous waste management, and records showing that the required training has been given. Pursuant to COMAR § 26.13.05.02G(5), training records on current personnel shall be kept until closure of the facility and training records on former employees shall be kept for at least three years from the date the employee last worked at the facility.

25. Pursuant to COMAR § 26.13.05.04B(1), each hazardous waste facility must have a contingency plan designed to minimize hazards to human health and the environment from fires, explosions, or any unplanned sudden or non-sudden release of hazardous waste or hazardous waste constituents to air, soil or surface water. Pursuant to COMAR § 26.13.05.04C, this contingency plan must contain, in relevant part, an up to date list of the names, addresses and telephone numbers of all persons qualified to act as emergency

coordinators (COMAR § 26.13.05.04C(4)); a list of emergency equipment at the facility along with the location of each item and a description of its capabilities (COMAR § 26.13.05.04C(5)); and an evacuation plan describing signals to begin evacuation, and primary and alternate evacuation routes (COMAR § 26.13.05.04C(6)).

26. Respondent operates a wastewater treatment system at the Facility which generates a filter press sludge which is a hazardous waste (identified as waste EPA hazardous waste code F006). Respondent has stored hazardous filter press sludge at the Facility on a nearly continuous basis from at least five years prior to the date of this Consent Agreement until the present. On at least five occasions between five years prior to the date of this Consent Agreement until an EPA inspection on September 10, 2009, Respondent stored containers of such waste for periods longer than 90 days, thus failing to meet the conditions for the permit exemption set forth in COMAR § 26.13.03.05E(1). In addition, Respondent failed to comply with a number of the other conditions set forth in COMAR § 26.13.03.05E(1), including, as follows:

- a. Respondent failed to mark containers of filter press sludge with the date on which accumulation began;
- b. Respondent failed to label containers of filter press sludge with the words "Hazardous Waste";
- c. Respondent failed to keep containers of filter press sludge closed during times when waste was being neither added to nor taken out of the containers;

- d. Respondent failed to provide initial and/or annual refresher hazardous waste management training for employees at the Facility engaged in the management of hazardous waste, and failed to prepare and maintain documentation regarding the individuals and job positions required to have such training; and
 - e. Respondent failed to include in the Facility contingency plan (1) an up to date list of emergency coordinators; (2) the location and capabilities of all emergency equipment listed in the plan; and (3) procedures, evacuation signal(s) and evacuation routes.
27. COMAR § 26.13.03.05E(3) contains an additional exemption from the permitting requirements which allows the “satellite accumulation” of up to 55 gallons of hazardous waste or up to 1 quart of acutely hazardous waste in containers at or near a point of generation where wastes initially accumulate, which is under the control of the operator of the process generating the waste, provided that the generator complies with the container storage requirements of COMAR § 26.13.05.09B – D and the containers are marked with the words “Hazardous Waste” or with other words which identify the contents of the containers.
28. At times some portion of Respondent’s containers of waste filter press sludge was stored at or near the point of generation and under control of the operator of the filter press. However, the waste filter press sludge stored at such location did not comply with the satellite accumulation exemption because the containers of sludge were not marked as
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hazardous waste or with other words identifying the contents, and the wastes were not kept closed during periods of time when waste was neither added to nor removed from the containers. In addition, each container at such location held much greater than 55 gallons, and Respondent, on multiple occasions between five years prior to the date of this Consent Agreement and EPA's September 10, 2009 inspection, stored greater than 55 gallons of such waste at such location.

29. From at least five years prior to the date of this Consent Agreement until EPA's September 10, 2009, inspection, Respondent violated COMAR § 26.13.07.01 and Section 3005(a) of RCRA, 42 U.S.C. § 6925(a) by storing hazardous waste at the Facility without a permit, interim status or a valid exemption from the permitting requirements.

Count 2

30. The allegations of Paragraphs 1 through 29 are incorporated herein by reference.
31. Pursuant to COMAR § 26.13.03.05E(2), a generator who accumulates hazardous waste for greater than 90 days, with exceptions not here relevant, is an operator of a storage facility and is subject to the requirements of COMAR § 26.13.05 (for facilities which have or should have a permit) or 26.13.06 (for facilities which qualify for interim status).
32. From at least five years prior to the date of this Consent Agreement until the date of an EPA inspection on September 10, 2009, Respondent violated COMAR § 26.13.05.09D by storing hazardous waste in containers which were left open even though hazardous waste was not being added to or removed from such containers.

Count 3

33. The allegations of Paragraphs 1 through 32 are incorporated herein by reference.
34. From at least five years prior to the date of this Consent Agreement until the date of an EPA inspection on September 10, 2009, Respondent violated COMAR § 26.13.05.02G(1) - (3), by failing to provide initial and/or annual refresher hazardous waste management training for employees at the Facility engaged in the management of hazardous waste.

Count 4

35. The allegations of Paragraphs 1 through 34 are incorporated herein by reference.
36. From at least five years prior to the date of this Consent Agreement until the date of an EPA inspection on September 10, 2009, Respondent violated COMAR § 26.13.05.02G(4), by failing to prepare and maintain documentation regarding the individuals and job positions required to have hazardous waste management training.

Count 5

37. The allegations of Paragraphs 1 through 36 are incorporated herein by reference.
38. From at least five years prior to the date of this Consent Agreement until the date of an EPA inspection on September 10, 2009, Respondent violated COMAR § 26.13.05.04B, by failing to maintain a contingency plan contingency plan which included (1) an up to date list of emergency coordinators; (2) the location and capabilities of all emergency equipment listed in the plan; and (3) procedures, evacuation signal(s) and evacuation routes.

Count 6

39. The allegations of Paragraphs 1 through 38 are incorporated herein by reference.
40. Pursuant to COMAR § 26.13.03.02A, generators of solid waste, as defined in COMAR § 26.13.02.02, must determine if such waste is a hazardous waste using one or more of the methods set forth in COMAR § 26.13.03.02A.
41. On at least one occasion between five years prior to the date of this Consent Agreement and EPA's September 10, 2009 inspection, Respondent generated, stored and shipped off-site solid waste, consisting of discarded aerosol spray containers and discarded light bulbs, without determining whether such wastes were hazardous wastes.
42. On at least one occasion between five years prior to the date of this Consent Agreement and EPA's September 10, 2009 inspection, Respondent violated COMAR § 26.13.03.02A, by failing to determine if solid wastes were hazardous wastes.

III. CERTIFICATION OF COMPLIANCE

43. As to all relevant provisions of RCRA and the State of Maryland Authorized Hazardous Waste Management Program allegedly violated as set forth in the Findings of Fact and Conclusions of Law, above, Respondent certifies to EPA that, upon investigation, to the best of Respondent's knowledge and belief, Respondent is currently in compliance with all such relevant provisions and regulations.

IV. CIVIL PENALTY

44. Respondent agrees to pay a civil penalty in the amount of ninety-five thousand, six hundred seventy-seven dollars (\$95,677.00), which Respondent agrees to pay in accordance with the terms set forth below. Such civil penalty amount shall become due and payable immediately upon Respondent's receipt of a true and correct copy of this Consent Agreement and the attached Final Order (together referred to as the "CAFO") fully executed by all parties. Respondent may avoid the assessment of interest in connection with such civil penalty as described in Paragraph 48.a of this CAFO, including the interest calculated in Paragraph 46 of this CAFO for purposes of the installment payments agreed to herein, by paying the entire civil penalty no later than thirty (30) calendar days after the date on which a copy of this CAFO is mailed or hand-delivered to Respondent.
45. Having determined that this Consent Agreement is in accordance with law and that the civil penalty amount was determined after consideration of the statutory factors set forth in Section 3008(a) of RCRA, 42 U.S.C. § 6928(a), which include the seriousness of the violation and any good faith efforts to comply with the applicable requirements, EPA hereby agrees and acknowledges that payment of the civil penalty shall be in full and final satisfaction of all civil claims for penalties which Complainant may have under Section 3008(a) of RCRA for the violations alleged in this Consent Agreement and Final Order.

46. The civil penalty of ninety-five thousand, six hundred seventy-seven dollars (\$95,677.00) set forth in Paragraph 44, above, may be paid in twenty-four (24) installments with interest at the rate of one percent (1%) per annum on the outstanding principal balance in accordance with the following schedule:
- a. 1st Payment: The first payment in the amount of four thousand one hundred dollars (\$4,100.00), consisting of a principal payment of \$4,100.00 and an interest payment of \$0.00, shall be paid no later than thirty (30) calendar days after the date on which a copy of this CAFO is mailed or hand-delivered to Respondent.
 - b. 2nd Payment: The second payment in the amount of four thousand one hundred dollars (\$4,100.00), consisting of a principal payment of \$3,949.46 and an interest payment of \$150.54, shall be paid no later than two (2) calendar months after the date on which a copy of this CAFO is mailed or hand-delivered to Respondent.
 - c. 3rd Payment: The third payment in the amount of four thousand one hundred dollars (\$4,100.00), consisting of a principal payment of \$4,027.98 and an interest payment of \$72.02, shall be paid no later than three (3) calendar months after the date on which a copy of this CAFO is mailed or hand-delivered to Respondent.
 - d. 4th Payment: The fourth payment in the amount of four thousand one hundred dollars (\$4,100.00), consisting of a principal payment of \$4,031.29 and an interest payment of \$68.71, shall be paid no later than four (4) calendar months after the date on which a copy of this CAFO is mailed or hand-delivered to Respondent.

- e. 5th Payment: The fifth payment in the amount of four thousand one hundred dollars (\$4,100.00), consisting of a principal payment of \$4,034.60 and an interest payment of \$65.40, shall be paid no later than five (5) calendar months after the date on which a copy of this CAFO is mailed or hand-delivered to Respondent.
- f. 6th Payment: The sixth payment in the amount of four thousand one hundred dollars (\$4,100.00), consisting of a principal payment of \$4,037.92 and an interest payment of \$62.08, shall be paid no later than six (6) calendar months after the date on which a copy of this CAFO is mailed or hand-delivered to Respondent.
- g. 7th Payment: The seventh payment in the amount of four thousand one hundred dollars (\$4,100.00), consisting of a principal payment of \$4,041.24 and an interest payment of \$58.76, shall be paid no later than seven (7) calendar months after the date on which a copy of this CAFO is mailed or hand-delivered to Respondent.
- h. 8th Payment: The eighth payment in the amount of four thousand one hundred dollars (\$4,100.00), consisting of a principal payment of \$4,044.56 and an interest payment of \$55.44, shall be paid no later than eight (8) calendar months after the date on which a copy of this CAFO is mailed or hand-delivered to Respondent.
- i. 9th Payment: The ninth payment in the amount of four thousand one hundred dollars (\$4,100.00), consisting of a principal payment of \$4,047.88 and an interest payment of \$52.12, shall be paid no later than nine (9) calendar months after the date on which a copy of this CAFO is mailed or hand-delivered to Respondent.

- j. 10th Payment: The tenth payment in the amount of four thousand one hundred dollars (\$4,100.00), consisting of a principal payment of \$4,051.21 and an interest payment of \$48.79, shall be paid no later than ten (10) calendar months after the date on which a copy of this CAFO is mailed or hand-delivered to Respondent.
 - k. 11th Payment: The eleventh payment in the amount of four thousand one hundred dollars (\$4,100.00), consisting of a principal payment of \$4,054.54 and an interest payment of \$45.46, shall be paid no later than eleven (11) calendar months after the date on which a copy of this CAFO is mailed or hand-delivered to Respondent.
 - l. 12th Payment: The twelfth payment in the amount of four thousand one hundred dollars (\$4,100.00), consisting of a principal payment of \$4,057.87 and an interest payment of \$42.13, shall be paid no later than twelve (12) calendar months after the date on which a copy of this CAFO is mailed or hand-delivered to Respondent.
 - m. 13th Payment: The thirteenth payment in the amount of four thousand one hundred dollars (\$4,100.00), consisting of a principal payment of \$4,061.21 and an interest payment of \$38.79, shall be paid no later than thirteen (13) calendar months after the date on which a copy of this CAFO is mailed or hand-delivered to Respondent.
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- n. 14th Payment: The fourteenth payment in the amount of four thousand one hundred dollars (\$4,100.00), consisting of a principal payment of \$4,064.54 and an interest payment of \$35.46, shall be paid no later than fourteen (14) calendar months after the date on which a copy of this CAFO is mailed or hand-delivered to Respondent.
- o. 15th Payment: The fifteenth payment in the amount of four thousand one hundred dollars (\$4,100.00), consisting of a principal payment of \$4,067.89 and an interest payment of \$32.11, shall be paid no later than fifteen (15) calendar months after the date on which a copy of this CAFO is mailed or hand-delivered to Respondent.
- p. 16th Payment: The sixteenth payment in the amount of four thousand one hundred dollars (\$4,100.00), consisting of a principal payment of \$4,071.23 and an interest payment of \$28.77, shall be paid no later than sixteen (16) calendar months after the date on which a copy of this CAFO is mailed or hand-delivered to Respondent.
- q. 17th Payment: The seventeenth payment in the amount of four thousand one hundred dollars (\$4,100.00), consisting of a principal payment of \$4,074.58 and an interest payment of \$25.42, shall be paid no later than seventeen (17) calendar months after the date on which a copy of this CAFO is mailed or hand-delivered to Respondent.

- r. 18th Payment: The eighteenth payment in the amount of four thousand one hundred dollars (\$4,100.00), consisting of a principal payment of \$4,077.92 and an interest payment of \$22.08, shall be paid no later than eighteen (18) calendar months after the date on which a copy of this CAFO is mailed or hand-delivered to Respondent.
- s. 19th Payment: The nineteenth payment in the amount of four thousand one hundred dollars (\$4,100.00), consisting of a principal payment of \$4,081.28 and an interest payment of \$18.72, shall be paid no later than nineteen (19) calendar months after the date on which a copy of this CAFO is mailed or hand-delivered to Respondent.
- t. 20th Payment: The twentieth payment in the amount of four thousand one hundred dollars (\$4,100.00), consisting of a principal payment of \$4,084.63 and an interest payment of \$15.37, shall be paid no later than twenty (20) calendar months after the date on which a copy of this CAFO is mailed or hand-delivered to Respondent.
- u. 21st Payment: The twenty-first payment in the amount of four thousand one hundred dollars (\$4,100.00), consisting of a principal payment of \$4,087.99 and an interest payment of \$12.01, shall be paid no later than twenty-one (21) calendar months after the date on which a copy of this CAFO is mailed or hand-delivered to Respondent.

- v. 22nd Payment: The twenty-second payment in the amount of four thousand one hundred dollars (\$4,100.00), consisting of a principal payment of \$4,091.35 and an interest payment of \$8.65, shall be paid no later than twenty-two (22) calendar months after the date on which a copy of this CAFO is mailed or hand-delivered to Respondent.
- w. 23rd Payment: The twenty-third payment in the amount of four thousand one hundred dollars (\$4,100.00), consisting of a principal payment of \$4,094.71 and an interest payment of \$5.29, shall be paid no later than twenty-three (23) calendar months after the date on which a copy of this CAFO is mailed or hand-delivered to Respondent.
- x. 24th Payment: The twenty-fourth and final payment in the amount of two three hundred forty-three dollars and six cents (\$2,343.06), consisting of a principal payment of \$2,341.14 and an interest payment of \$1.92, shall be paid no later than twenty-four (24) calendar months after the date on which a copy of this CAFO is mailed or hand-delivered to Respondent.
- y. Pursuant to the above schedule, Respondent will remit total principal payments for the civil penalty in the amount of ninety-five thousand, six hundred seventy-seven dollars (\$95,677.00) and total interest payments in the amount of nine hundred sixty-six dollars (\$966.00).

47. **If Respondent fails to make one of the installment payments in accordance with the schedule set forth in Paragraph 46, above, the entire unpaid balance of the penalty and all accrued interest shall become due immediately upon such failure, and Respondent shall *immediately* pay the entire remaining principal balance of the civil penalty along with any interest that has accrued up to the time of such payment. In addition, Respondent shall be liable for and shall pay administrative handling charges and late payment penalty charges as described in Paragraph 48.b. and c., below, in the event of any such failure or default.**
48. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, EPA is entitled to assess interest and late payment penalties on outstanding debts owed to the United States and a charge to cover the costs of processing and handling a delinquent claim, as more fully described below.
- a. Interest on the civil penalty assessed in this Consent Agreement and Final Order will begin to accrue on the date that a copy of this Consent Agreement and Final Order is mailed or hand-delivered to Respondent. EPA will not seek to recover interest on any amount of the civil penalty that is paid within thirty (30) calendar days after the date on which such interest begins to accrue. Interest on the portion of the civil penalty not paid within 30 calendar days will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 40 C.F.R. § 13.11(a).

- b. The costs of the Agency's administrative handling of overdue debts will be charged and assessed monthly throughout the period the debt is overdue. 40 C.F.R. § 13.11(b). Pursuant to Appendix 2 of EPA's *Resources Management Directives - Cash Management*, Chapter 9, EPA will assess a \$15.00 administrative handling charge for administrative costs on unpaid penalties for the first thirty (30) day period after the payment is due and an additional \$15.00 for each subsequent thirty (30) days the penalty remains unpaid.
- c. A penalty charge of six percent per year will be assessed monthly on any portion of the civil penalty which remains delinquent more than ninety (90) calendar days. 40 C.F.R. § 13.11(c). Should assessment of the penalty charge on the debt be required, it shall accrue from the first day payment is delinquent. 31 C.F.R. § 901.9(d).
49. Respondent shall remit the required penalty payments, and/or any interest, administrative fees and late payment penalties, in accordance with this Section IV, via one of the following methods:
- a. All payments made by check and sent by regular mail (except as noted in Paragraph 49.c., below) shall be addressed to:
- US Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
PO Box 979077
St. Louis, MO 63197-9000

The customer service contact for this address is Eric Volck, who may be reached at 513-487-2105.

- b. All payments made by check and sent by overnight delivery service (except as noted in Paragraph 49.c, below) shall be addressed to:

U.S. Bank
Government Lockbox 979077
U.S. EPA, Fines & Penalties
1005 Convention Plaza
Mail Station SL-MO-C2-GL
St. Louis, MO 63101

The U.S. Bank customer service contact for overnight delivery is 314-418-1028.

- c. All payments made by check in any currency drawn on banks with no branches in the United States shall be addressed for delivery to the following address:

Cincinnati Finance
US EPA, MS-NWD
26 W. M.L. King Drive
Cincinnati, OH 45268-0001

- d. All payments made by electronic funds transfer (“EFT”) shall be directed to:

Federal Reserve Bank of New York
ABA No. 021030004
Account No. 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York NY 10045

Field Tag 4200 of the Fedwire message should read “D 68010727
Environmental Protection Agency”

The Federal Reserve customer service contact may be reached at 212-720-5000.

- e. All electronic payments made through the Automated Clearinghouse (“ACH”), also known as Remittance Express (“REX”), shall be directed to:

US Treasury REX / Cashlink ACH Receiver
ABA = 051036706
Account No.: 310006, Environmental Protection Agency
CTX Format Transaction Code 22 - Checking

Physical location of U.S. Treasury facility:
5700 Rivertech Court
Riverdale, MD 20737

Customer service contact: Jesse White, at 301-887-6548, or REX, 1-866-234-5681.

- f. On-line payment option:

WWW.PAY.GOV

Enter “sfo 1.1” in the search field. Open and complete the form.

- g. Additional payment guidance is available at:

http://www.epa.gov/ocfo/finservices/make_a_payment.htm

50. All payments by Respondent shall include Respondent’s full name and address and the EPA Docket Number of this Consent Agreement (RCRA-03-2012-0097).
51. At the time of payment, Respondent shall send a notice of such payment, including a copy of the check, EFT authorization or ACH authorization, as appropriate to:

Lydia Guy
Regional Hearing Clerk
U.S. Environmental Protection Agency
Region III (Mail Code 3RC00)
1650 Arch Street
Philadelphia, PA 19103-2029

and

Benjamin D. Fields
Senior Assistant Regional Counsel
U.S. Environmental Protection Agency
Region III (Mail Code 3RC60)
1650 Arch Street
Philadelphia, PA 19103-2029

52. Respondent agrees not to deduct for civil taxation purposes the civil penalty specified in this Consent Agreement and the attached Final Order.

V. PARTIES BOUND

53. This Consent Agreement and the accompanying Final Order shall apply to and be binding upon the EPA, Respondent, Respondent's officers and directors (in their official capacities) and Respondent's successors and assigns. By his or her signature below, the person signing this Consent Agreement on behalf of Respondent acknowledges that he is fully authorized to enter into this Consent Agreement and to bind Respondent to the terms and conditions of this Consent Agreement and the accompanying Final Order.


VI. ENTIRE AGREEMENT

54. This Consent Agreement and the attached Final Order constitute the entire agreement and understanding of the parties concerning settlement of the above-captioned action and there are no representations, warranties, covenants, terms or conditions agreed upon between the parties other than those expressed in this Consent Agreement and the attached Final Order.
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VII. EFFECTIVE DATE

55. The effective date of this Consent Agreement and Final Order is the date on which it is filed with the Regional Hearing Clerk after signature by the Regional Judicial Officer or Regional Administrator.


For Respondent Pier-Sol, Inc.:

Date: 3/19/2012 By: 
Thomas Pierpont, President
Pier-Sol, Inc.

For Complainant United States Environmental Protection Agency, Region III:

Date: 3/28/12 By: 
Benjamin D. Fields
Senior Assistant Regional Counsel

After reviewing the foregoing Consent Agreement and other pertinent information, the Director, Land and Chemicals Division, EPA Region III, recommends that the Regional Administrator or the Regional Judicial Officer issue the Final Order attached hereto.

Date: 4/16/12 By: 
Abraham Ferdas, Director
Land and Chemicals Division
for