

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 8

IN THE MATTER OF: SAIA Motor Freight Line, LLC 9860 Emporia Street, Henderson, CO EPA ID. No. COR000219410 Respondent.	EXPEDITED SETTLEMENT AGREEMENT Docket No. RCRA-08-2026-0005
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EXPEDITED SETTLEMENT AGREEMENT

1. The U.S. Environmental Protection Agency (EPA) is authorized to enter into this Expedited Settlement Agreement (Agreement) pursuant to Section 3008(a) of the Resource Conservation and Recovery Act (RCRA), and 40 C.F.R. § 22.13(b).
2. By copy of this Agreement, the EPA is providing the State of Colorado with notice of the referenced violations of Subtitle C of RCRA as required by Section 3008(a)(2).
3. SAIA Motor Freight Line, LLC (Respondent) is the owner or operator of a facility at 9860 Emporia Street, Henderson, Colorado 80640 (Facility) at the time of the EPA inspection on April 27, 2026 (Inspection). The EPA alleges that Respondent violated the following requirements of RCRA and the EPA-authorized Colorado hazardous waste management program.
 - a. Colorado Revised Statute section 25–15–303(1) and 6 CCR 1007-3 section 100.10 require a permit for the treatment, storage, and disposal of any hazardous waste as identified or listed in part 261. The regulations at 6 CCR 1007-3 section 262.16 allow a small quantity generator (SQG) to accumulate hazardous waste on-site for up to 180 days without a permit or interim status, provided that the generator complies with conditions for exemption in section 262.17.
 - i. 6 CCR 1007-3 section 262.16(b)(2)(v) requires a container accumulating hazardous waste that is incompatible with any other materials accumulated or stored nearby in other containers must be separated from the other materials or protected from them by means of a berm wall or other device. SAIA stored corrosive hazardous waste containers on the same pallet with either reactive or ignitable hazardous wastes without required separation or protective containment at a central storage area.
 - ii. 6 CCR 1007-3 section 262.16(b)(6)(i) requires a SQG to label or mark hazardous waste containers with the words “Hazardous Waste,” an indication of the hazards of the contents, and the date when each period of accumulation begins that is clearly visible for inspection on each container. At the central

storage area, SAIA stored two containers of hazardous waste with no start date of accumulation, and three containers of reactive hazardous waste without indicating the hazard associated with the waste.

During the Inspection, facility representatives added the start date of accumulation to the labels on the two containers of hazardous waste and wrote “Reactive” on the three containers of reactive hazardous waste. Therefore, this violation is resolved.

- iii. 6 CCR 1007-3 section 262.16(b)(8)(v) requires that a SQG maintain aisle space to allow the unobstructed movement of personnel, fire protection equipment, spill control equipment, and decontamination equipment to any area of facility operation in an emergency. At the central storage area, SAIA stored ten containers of hazardous waste without adequate aisle spacing.
 - iv. 6 CCR 1007-3 section 262.16(b)(9) requires that a SQG ensure that all employees are provided with hazardous waste training, including proper waste handling and emergency procedures, relevant to their responsibilities during normal facility operations and emergencies. During and following the Inspection, SAIA provided no records indicating that the emergency coordinator, three supervisors and two maintenance lead personnel had hazardous waste and emergency response training relevant to their hazardous waste duties.
 - v. 6 CCR 1007-3 section 262.16(b)(10)(ii) requires that a SQG maintain an emergency posting next to telephones or in areas directly involved in the generation and accumulation of hazardous waste, which includes the location of fire extinguishers and spill control material, and, if present, fire alarm. SAIA’s emergency posting on a west warehouse door near the central storage area was missing fire extinguisher and spill equipment locations.
- b. Colorado Revised Statute section 25–15–303(1) and 6 CCR 1007-3 section 100.10 require a permit for the treatment, storage, and disposal of any hazardous waste as identified or listed in part 261. 6 CCR 1007-3 section 262.15 allows a SQG to accumulate as much as 55 gallons of non-acute hazardous waste in containers without a permit provided that, among other things, the container is at or near the point of generation [6 CCR 1007-3 section 262.15], the container of hazardous waste is closed at all times except when waste is being added or removed [6 CCR 1007-3 section 262.15(a)(4)], and that the container is labeled with the words “Hazardous Waste” and an indication of the hazards of the contents [6 CCR 1007-3 section 262.15(a)(5)].

During the Inspection, SAIA stored a 55-gallon drum equipped with an aerosol can puncture device in the Bulk Oil Room, which was not at or near the point of generation where aerosol cans are generated. The bung on the 55-gallon drum was not secured closed and the lid to the aerosol can puncture device was off to the side so that the device was not closed. The drum not marked with the “Hazardous

Waste” or an indication of the hazards. SAIA submitted a photograph on May 6, 2026, demonstrating that the 55-gallon drum had been marked with a hazardous waste label and the indication of the hazard, but did not indicate the drum was closed.

- c. 6 CCR 1007-3 section 273.13(d)(4) requires that a small quantity handler of universal waste who punctures and drains their aerosol cans must recycle the empty punctured aerosol cans and meet certain requirements while puncturing and draining universal waste aerosol cans including, but not limited to:
 - i. follow a written procedure detailing how to safely puncture and drain the universal waste aerosol can;
 - ii. ensure employees operating the device are trained in proper procedures; and
 - iii. ensure that puncturing is done in a manner designed to prevent fires and to prevent the release of any component of universal waste to the environment.

SAIA stored a 55-gallon drum equipped with an aerosol can puncture device in the Bulk Oil Room of the Maintenance building and had no written procedure for puncturing spent aerosol cans. The empty punctured aerosol cans were not being recycled; they were placed into the container attached to the puncture device that is also used to accumulate the contents of the aerosol cans. To accomplish this, the lid is opened after puncturing, releasing vapors from the container and failing to prevent the release of any component of universal waste to the environment.

- d. 6 CCR 1007-3 section 268.7(a)(8) requires that generators retain on-site a copy of all notices and other documentation produced pursuant section 268 for at least three years from the date that the waste was last sent for treatment, storage, or disposal. During and following the Inspection, no LDR notices were provided by SAIA, nor were any available online in EPA’s RCRAinfo database for hazardous wastes shipped on manifests 007070468GBF, 028337176JJK, 020458858FLE and 020458857FLE.
- e. 6 CCR 1007-3 section 279.22(c) requires that used oil generators must ensure that containers used to store used oil must be labeled or marked clearly with the words "Used Oil." SAIA failed to label a drip pan used to accumulate used oil in the Maintenance building with the words “Used Oil.”

- 4. The EPA and Respondent agree that settlement of this matter for a civil penalty of \$11,250 is in the public interest.
- 5. In signing this Agreement, Respondent: (1) admits that Respondent is subject to RCRA and its implementing regulations; (2) admits that EPA has jurisdiction over Respondent and Respondent’s conduct as alleged herein, (3) neither admits nor denies the factual allegations contained herein; (4) consents to the assessment of this penalty; (5) waives the opportunity for a hearing to contest any issue of fact or law set forth herein; (6) waives its right to appeal the Final Order accompanying this Agreement

pursuant to Section 3008(b) of RCRA; and (7) consents to electronic service of the filed Agreement and Final Order.

6. By signing this Agreement, Respondent waives any rights or defenses that Respondent has or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial, and waives any right to challenge the lawfulness of the Final Order accompanying the Agreement.
7. By its signature below, Respondent certifies, subject to civil and criminal penalties for making a false submission to the United States Government under 18 U.S.C. § 1001, that the alleged violations have been corrected, and Respondent has submitted true and accurate documentation of such correction.
8. Within 30 calendar days of the effective date of this Agreement, Respondent must pay the civil penalty of \$11,250 using any method provided on the following website: <https://www.epa.gov/financial/makepayment>. Such payment shall identify Respondent by name and include the docket number assigned to this Agreement by the Regional Hearing Clerk.
9. No portion of the civil penalty or interest paid by Respondent pursuant to the requirements of this Agreement shall be claimed by Respondent as a deduction for federal, state or local income tax purposes.
10. The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of this Agreement and to execute and legally bind Respondent to it. Payment of the civil penalty shall constitute full settlement of the civil claims alleged herein.
11. EPA reserves all of its rights to take an enforcement action for any other past, present, or future violations by Respondent of RCRA, any other federal statute or regulation, or this Agreement.
12. Each party shall bear its own costs and fees, if any.
13. In accordance with 40 C.F.R. § 22.31(b), this Agreement is effective upon filing of the Final Order for this matter and thereafter binding on the parties.

**UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 8,**

Complainant.

**KRISTIN
MCNEILL**

Digitally signed by KRISTIN
MCNEILL
Date: 2026.09.22 12:05:17
-06'00'

Date: _____

By: _____

Kristin McNeill, Supervisor
RCRA Enforcement Section
Enforcement and Compliance Assurance Division

**SAIA Motor Freight Line, LLC
Respondent.**

Date: 9/22/2026

By: Steve Greenhill

Printed Name: Steve Greenhill