

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 7
11201 RENNER BOULEVARD
LENEXA, KANSAS 66219

UNITED STATES
ENVIRONMENTAL PROTECTION
AGENCY-REGION 7
2016 DEC 19 PM 1:19

IN THE MATTER OF:

The Board of Governors of Truman State
University

Truman State University
100 E. Normal Street
Kirksville, Missouri 63501
RCRA ID: MOD041887324

Respondent.

Proceeding under Sections 3008(a) and (g) of
the Resource Conservation and Recovery
Act as amended, 42 U.S.C. §§ 6928(a) and (g)

**CONSENT AGREEMENT AND
FINAL ORDER**

Docket No. RCRA-07-2016-0031

Preliminary Statement

The U.S. Environmental Protection Agency (EPA), Region 7 (Complainant) and Truman State University (TSU or Respondent), have agreed to a settlement of this action before the filing of a complaint, and thus this action is simultaneously commenced and concluded pursuant to Rules 22.13(b) and 22.18(b)(2) of 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 Code of Federal Regulations (C.F.R.) §§ 22.13(b) and 22.18(b)(2).

Jurisdiction

1. This administrative action is being conducted pursuant to Sections 3008(a) and (g) of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (RCRA or the Act), and the Hazardous and Solid Waste Amendments of 1984 (HSWA), 42 U.S.C. §§ 6928(a) and (g), and in accordance with the Consolidated Rules of Practice. This authority has been delegated by the Administrator of EPA to the Regional Administrator and has further been delegated to the Director of the Air and Waste Management Division and has been redelegated to the Chief, Waste Enforcement and Materials Management Branch.

2. This Consent Agreement and Final Order (CAFO) serves as notice that the EPA has reason to believe that Respondent violated Section 3005 of RCRA, 42 U.S.C. § 6925, as well as RSMO 260.350 et seq., and the regulations promulgated thereunder.

Parties

3. The Complainant is the Chief of the Waste Enforcement and Materials Management Branch in the Air and Waste Management Division of the EPA, Region 7, as duly delegated from the Administrator of the EPA and the .

4. The Respondent is officially known as "Truman State University" (TSU or Respondent). TSU is an official arm of the state government of the state of Missouri and operates a public statewide liberal arts university, with its campus being located in Kirksville, Adair County, Missouri. The TSU campus consists of 22 buildings located on approximately 210 acres. There are approximately 400 faculty members and 400 staff employees on campus. There are approximately 6,100 students currently enrolled at TSU. TSU operates the campus 24 hours per day, 7 days per week.

5. TSU is a "person" defined in Section 1004(15) of RCRA, 42 U.S.C. § 6903(15).

Statutory and Regulatory Framework

6. The state of Missouri has been granted authorization to administer and enforce a hazardous waste program pursuant to Section 3006 of RCRA, 42 U.S.C. § 6926. The state of Missouri has adopted by reference the federal regulations cited herein at pertinent parts in the Missouri Code of State Regulations (C.S.R.) in Title 10, Division 25. Section 3008 of RCRA,

42 U.S.C. § 6928, authorizes EPA to enforce the provisions of the authorized state program and the regulations promulgated thereunder. When the EPA determines that any person has violated or is in violation of any RCRA requirement, EPA may issue an order assessing a civil penalty for any past or current violation and/or require immediate compliance or compliance within a specified time period pursuant to Section 3008(a) of RCRA, 42 U.S.C. § 6928(a). In the case of a violation of any RCRA requirement, where such violation occurs in a state which is authorized to implement a hazardous waste program pursuant to Section 3006 of RCRA, EPA shall give notice to the state in which such violation has occurred or is occurring prior to issuing an order. The state of Missouri has been notified of this action in accordance with Section 3008(a)(2) of RCRA, 42 U.S.C. § 6928(a)(2).

7. Section 3008(g) of RCRA, 42 U.S.C. § 6928(g), authorizes a civil penalty of not more than \$25,000 per day for violations of Subchapter III of RCRA (Hazardous Waste Management). This figure has been adjusted upward for inflation pursuant to the Civil Monetary Penalties Inflation Adjustment Rule, 40 C.F.R. Part 19, so that penalties of up to \$37,500 per day are now authorized for violations of Subchapter III of RCRA that occur after January 12, 2009. Based upon the facts alleged in this CAFO and upon those factors which Complainant must consider pursuant to Section 3008(a)(3) of RCRA, 42 U.S.C. § 6928(a)(3), as discussed in the RCRA Civil Penalty Policy issued by EPA in June 2003, the Complainant and Respondent agree to the payment of a civil penalty pursuant to Section 3008(g) of RCRA, 42 U.S.C. § 6928(g), and to take the actions required by the Final Order, for the violations of RCRA alleged in this CAFO.

8. The regulations for determining whether a waste is a solid and/or hazardous waste are set forth at 10 C.S.R. 25-4.261, which incorporate by reference the regulations at 40 C.F.R. Part 261.

9. Section 3005 of RCRA, 42 U.S.C. § 6925, R.S.Mo. 260.390.1(1), and the regulations at 10 C.S.R. 25-7.270 incorporating by reference 40 C.F.R. § 270.1(b), require each person owning or operating a facility for the treatment, storage, or disposal of a hazardous waste identified or listed under Subchapter C of RCRA to have a permit or interim status for such activities.

10. The regulations at 40 C.F.R. § 262.34(d), incorporated by reference at 10 C.S.R. 25-5.262, state that a generator who generates greater than 100 kilograms but less than 1000 kilograms of hazardous waste in a calendar month may accumulate hazardous waste on-site for one hundred eighty days (180) days or less without a permit or without interim status, provided the conditions listed in 40 C.F.R. § 262.34(d)(1)-(5) are met. If a generator fails to comply with any of these conditions, the generator is not allowed to accumulate hazardous waste at its facility for any length of time.

11. The regulations at 10 C.S.R. 25-16.273, which incorporate by reference 40 C.F.R. Part 273 (including 40 C.F.R. Part 273 Subpart B), were promulgated pursuant to authorities under Sections 3002 and 3004 of RCRA, 42 U.S.C. §§ 6922 and 6924, and R.S.Mo. 260.370. These regulations set forth the standards for generators of Universal Waste and those who store Universal Waste, including 10 C.S.R. 25-16.273(2)(B), which incorporates by reference 40 C.F.R. Part 273 Subpart B (*Standards for Small Quantity Handlers of Universal Wastes*).

General Factual Allegations

12. TSU is located at 100 E. Normal Street, Kirksville, Missouri. TSU is designated as a Small Quantity Generator (SQG) of Hazardous Waste pursuant to 10 C.S.R. 25-5.262, and by incorporation 40 C.F.R. § 260.10, since the facility generates greater than 100 kilograms and less than 1,000 kilograms of hazardous waste in a single calendar month and never accumulates more than 6,000 kilograms of hazardous waste at the facility. TSU meets the definition of Small Quantity Handler (SQH) of Universal Wastes, as defined in 40 C.F.R. § 273.9 and incorporated by reference at 10 C.S.R. 25-16.273(1), because it does not accumulate 5,000 kilograms or more of universal waste at any time.

13. Respondent has been assigned a RCRA facility identification number of MOD041887324.

14. On September 9 and 10, 2014, an EPA representative conducted a RCRA Compliance Evaluation Inspection at the Truman State University campus. A Notice of Violation was issued at the time of the inspection. An inspection report containing findings and alleged violations was sent to Respondent following the inspection.

Violations

Complainant hereby states and alleges that Respondent has violated RCRA and federal and state regulations promulgated thereunder, as follows:

Count 1

OPERATING AS TREATMENT, STORAGE OR DISPOSAL FACILITY WITHOUT A RCRA PERMIT OR RCRA INTERIM STATUS

15. The facts alleged above are incorporated herein.

16. Section 3005 of RCRA, 42 U.S.C. § 6925, R.S.Mo. 260.390.1(1), and the regulations at 10 C.S.R. 25-7.270 incorporating by reference 40 C.F.R. § 270.1(b), require each person owning or operating a facility for the treatment, storage, or disposal of a hazardous waste identified or listed under Subchapter C of RCRA to have a permit or interim status for such activities.

17. At the time of inspection, Respondent did not have a permit or interim status for the TSU facility.

18. The regulations at 10 C.S.R. 25-5.262(1) which incorporate by reference 40 C.F.R. § 262.34(d), allow a SQG to accumulate hazardous waste in containers on-site for up to one hundred and eighty (180) days without a permit or without interim status, provided the conditions listed in 40 C.F.R. § 262.34(d)(1)-(5) are met.

19. Respondent did not meet the conditions listed in 40 C.F.R. § 262.34(d)(1)-(5) that allow a generator to accumulate hazardous waste at the TSU SQG facility for up to one hundred and eighty (180) days without a permit or interim status. Respondent failed to meet waste handling requirements including but not limited to:

Storage Over 180 Days

20. The regulations at 10 C.S.R. 25-5.262(1), and by incorporation 40 C.F.R. § 262.34(d) and (f), state that a SQG may accumulate hazardous waste on-site for up to one hundred and eighty (180) days or less without a permit or without having interim status if specific requirements are met. At the time of the EPA inspection approximately thirty-nine (39) 4 liter glass jugs, of varying types of hazardous waste, were identified in the Magruder Building Hazardous Waste Accumulation Area (HWAA) as being generated and accumulated on-site at the TSU facility for more than one-hundred and eighty (180) days. Respondent did not have a permit, interim status and had not been granted an extension to the 180 day period.

Failure to Label Hazardous Waste Storage Containers and Mark them with Accumulation Date

21. Approximately seventy-four (74) glass and plastic jars were also present in the Magruder HWAA, but were not labeled as hazardous waste or marked with a date of accumulation. Marking hazardous waste containers with the words "Hazardous Waste" is required by 10 C.S.R. 25-5.262(1), and by incorporation 40 C.F.R. § 262.34(d)(4), which references 40 C.F.R. 262.34(a)(3). Marking the date upon which accumulation begins is required by 10 C.S.R. 25-5.262(1), and by incorporation 40 C.F.R. § 262.34(d)(4), which references 40 C.F.R. § 262.34(a)(2).

Failure to Conduct Weekly Inspections

22. The regulations at 10 C.S.R. 25-5.262(1), which incorporate by reference 40 C.F.R. § 262.34(d)(2), which requires compliance with 40 C.F.R. § 265.174, require weekly inspections at areas where containers are stored. The Magruder HWAA was not inspected on a weekly basis.

Failure to Mark Satellite Accumulation Date of Initial Accumulation

23. Pursuant to Missouri regulation 10 C.S.R. 25-5.262(2)(C)3, when the one (1) year period from the date satellite accumulation begins is reached, accumulated waste must be transferred to the one hundred and eighty (180) day hazardous waste accumulation area at an SQG facility, shipped off-site for proper hazardous waste management, or managed in accordance with an approved hazardous waste permit. 10 C.S.R. 25-5.262(2)(C)3 also requires satellite accumulation containers to be labeled with the date upon which each period of accumulation began.

24. At the time of the EPA inspection, one (1) 55-gallon metal drum containing empty aerosol cans at the Magruder building was not marked with a date of initial accumulation.

Failure to Close Satellite Accumulation Containers Holding Hazardous Waste

25. The regulations at 10 C.S.R. 25-5.262(1), and by incorporation 40 C.F.R. § 262.34(c)(1)(i) and 40 C.F.R. § 265.173(a), require that a satellite accumulation container holding hazardous waste must always be closed during accumulation, except when it is necessary to add or remove waste.

26. At the time of the EPA inspection one (1) 55-gallon metal drum for empty aerosol cans at the Magruder building was not closed.

Failure to Post Emergency Procedures

27. The regulations at 10 C.S.R. 25-5.262(1), and by incorporation 40 C.F.R. § 262.34(d)(5)(ii)(A), require a generator to post the name and telephone number of the Emergency Coordinator next to a telephone at each HWAA.

28. Respondent failed to post the Emergency Coordinator's name and telephone number at the Magruder HWAA.

29. The regulations at 10 C.S.R. 25-5.262(1), and by incorporation 40 C.F.R. § 262.34(d)(5)(ii)(B), also require a generator to post the locations of the fire extinguisher and spill control equipment near a telephone at each HWAA.

30. Respondent failed to post the locations of the fire extinguisher and spill control equipment at either the Dulaney-Baldwin Complex HWAA or the Magruder HWAA.

31. Because Respondent failed to comply with the generator requirements as set forth in Count 1 herein, Respondent was not authorized to accumulate hazardous waste at its facility for any length of time without a permit or interim status, and therefore was operating a hazardous waste storage facility without a permit in violation of Section 3005 of RCRA, 42 U.S.C. § 6925, R.S.Mo. 260.390.1(1), and is thus subject to compliance orders and penalties under 42 U.S.C. § 6928 (a) and (g).

Count 2

FAILURE TO COMPLY WITH UNIVERSAL WASTE REGULATIONS

Failure to Label Universal Waste Batteries

32. The facts alleged above are incorporated herein.

33. The regulations at 10 C.S.R. 25-16.273(1), and by incorporation 40 C.F.R. § 273.14(a), require labeling universal waste batteries. Approximately fifty (50) spent small lead-acid and Ni-Cd batteries stored in the Dulaney-Baldwin HWAA were not labeled.

Storage of Spent Universal Waste Lamps for More than One Year

34. The regulations at 10 C.S.R. 25-16.273(1), and by incorporation 40 C.F.R. § 273.15(a), require a SQH of universal waste to store universal waste for no more than one (1) year from the date generated. A number of spent universal waste lamps stored in the Dulaney-Baldwin HWAA had dates exceeding the one (1) year cutoff date.

Failure to Properly Store Spent Universal Waste Lamps

35. The regulations at 10 C.S.R. 25-16.273(1), and by incorporation 40 C.F.R. § 273.13(d)(1), require universal waste lamps to be stored in closed containers adequate to prevent breakage and leakage. A number of spent metal halide lamps and spent universal waste lamps stored in the Dulaney-Baldwin HWAA were not in a closed container.

Failure to Properly Label Spent Universal Waste Lamps

36. The regulations at 10 C.S.R. 25-16.273(1), and by incorporation 40 C.F.R. § 273.14(e), require spent lamps to be labeled or marked clearly as “Universal Waste-Lamps,” “Waste Lamps,” or “Used Lamps.” A number of spent metal halide lamps and spent universal waste lamps were not in a labeled closed container.

37. Because Respondent failed to comply with the requirements as set forth in Count 2 herein, its actions were in violation of 10 C.S.R. 25-16.273(1), and by incorporation 40 C.F.R. Part 273, and is thus subject to compliance orders and penalties under 42 U.S.C. § 6928 (a) and (g).

CONSENT AGREEMENT

38. Respondent and EPA agree to the terms of this CAFO. This CAFO and its attachments shall constitute the complete agreement between the parties respecting the subject matter hereof. Respondent agrees to comply with the terms set forth in the Final Order.

39. Respondent admits the jurisdictional allegations of this CAFO and agrees not to contest EPA's jurisdiction in this proceeding or any subsequent proceeding to enforce the terms of this CAFO.

40. Respondent neither admits nor denies the factual allegations set forth in this CAFO.

41. Respondent waives its right to contest any issue of fact or law set forth above and its right to appeal the Final Order accompanying this Consent Agreement.

42. Respondent and Complainant agree to conciliate the matters set forth in this CAFO without the necessity of a formal hearing and to bear their respective costs and attorney's fees.

43. Nothing contained in the Final Order portion of this CAFO shall alter or otherwise affect Respondent's obligation to comply with all applicable federal, state, and local environmental statutes and regulations and applicable permits.

44. Full payment of the penalty proposed in this CAFO shall only resolve Respondent's liability for the violations alleged in this CAFO. Complainant reserves the right to take any enforcement action with respect to other violations of RCRA or any other applicable law.

45. Full payment of the penalty proposed in this CAFO shall not affect the right of the EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law. This CAFO does not waive, extinguish or otherwise affect Respondent's obligation to comply with all applicable provisions of RCRA and regulations promulgated thereunder.

46. Respondent certifies that, to the best of its knowledge, the TSU facility is in compliance with RCRA, 42 U.S.C. 6901 et seq. and all regulations promulgated thereunder.

47. The effect of settlement described herein is conditioned upon the accuracy of Respondent's representations to EPA, as memorialized in this CAFO.

48. The effect of settlement is conditioned upon the completion of all of the requirements of this CAFO as specified in the Final Order.

49. The undersigned representative of Respondent certifies that he or she is fully authorized to enter the terms and conditions of this CAFO and to execute and legally bind Respondent to it.

50. Respondent agrees that, in settlement of the claims alleged in this CAFO, Respondent shall pay a mitigated civil penalty of Seven Thousand Dollars (\$7,000), as set forth in Paragraph 1 of the Final Order below, and shall perform a Supplemental Environmental Project (SEP) as set forth in this CAFO.

51. The penalty specified in the paragraph above shall represent civil penalties assessed by EPA and shall not be deductible for purposes of Federal, State and local taxes.

52. Respondent consents to the issuance of this CAFO and consents for the purposes of settlement to the payment of the civil penalty cited above.

Supplemental Environmental Project

53. In response to the violations of RCRA alleged in this CAFO and in settlement of this matter, although not required by RCRA or any other federal, state, or local law, Respondent

shall complete the SEP described in this CAFO, which the parties agree is intended to secure significant environmental or public health protection and improvement. Respondent shall spend a minimum of Twenty Thousand Four Hundred Ninety-Six Dollars (\$20,496) on the SEP.

54. Respondent shall complete the following SEP:

Respondent shall, at a cost of no less than \$20,496 implement a Vertére chemical tracking system as described in Attachment 1 of this CAFO. The SEP shall be completed within 12 months of effective date of this CAFO.

55. This SEP shall be performed in accordance with the requirements of this CAFO.

56. Within sixty (60) days of the completion of the SEP, Respondent shall submit a SEP Completion Report to EPA. The SEP Completion Report shall conform to the requirements of this CAFO and shall contain the following information:

- a. A detailed description of the SEP as implemented, including itemized costs;
- b. Description of any problems encountered in implementation of the project and solution thereto;
- c. A description of the specific environmental and/or public health benefits resulting from implementation of this SEP; and
- d. Certification that the SEP has been fully implemented pursuant to the provisions of this CAFO.

57. In itemizing its costs in the SEP Completion Report, Respondent shall clearly identify and provide acceptable documentation for all SEP costs. For purposes of this paragraph, "acceptable documentation" includes invoices, purchase orders, or other documentation that specifically identifies and itemizes the individual costs of the goods and/or services for which payment is being made. Cancelled drafts do not constitute acceptable documentation unless such drafts specifically identify and itemize the individual costs of the goods and/or services for which payment is being made.

58. The SEP Completion Report shall include the statement of Respondent, through an officer, signed and certifying under penalty of law the following:

I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

59. The SEP Completion Report shall be submitted on or before the due date specified above to:

Edwin Buckner, P.E.
AWMD/WEMM
U.S. Environmental Protection Agency, Region 7
11201 Renner Boulevard
Lenexa, Kansas 66219

60. Any public statement, oral or written, in print, film, internet, or other media, made by Respondent making reference to the SEP shall include the following language:

This project was undertaken in connection with the settlement of an enforcement action taken by the U.S. Environmental Protection Agency to enforce federal laws.

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

- a. That all cost information provided to the EPA in connection with the EPA's approval of the SEP is complete and accurate and that Respondent in good faith estimates that the cost to implement the SEP is at least \$20,496;
- b. That, as of the date of executing this CAFO, Respondent is not required to perform or develop the SEP by any federal, state, or local law or regulation and is not required to perform or develop the SEP by agreement, grant, or as injunctive relief awarded in any other action in any forum;
- c. That the SEP is not a project that Respondent was planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this CAFO;
- d. That Respondent has not received and will not receive credit for the SEP in any other enforcement action;
- e. That Respondent will not receive reimbursement for any portion of the SEP from another person or entity;
- f. That 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; and
- g. Respondent is not a party to any open federal financial assistance transaction that is funding or could fund the same activity as the SEP described in this CAFO.

62. Respondent certifies that it is not a party to any open federal financial assistance transaction that is funding or could be used to fund the same activity as the SEP. 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 activity as the SEP, nor has the same activity been described in an unsuccessful federal financial assistance transaction proposal submitted to EPA within two (2) years of the date of this settlement (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.

63. Respondent agrees to the payment of stipulated penalties as follows: In the event the Respondent fails to comply with any of the terms or provisions of this Consent Agreement relating to the performance of the SEP as set forth above and/or to the extent that the actual expenditures of the SEP does not equal or exceed the cost of the SEP set forth in this CAFO, Respondent shall be liable for stipulated penalties according to the provisions set forth below:

- a. If the SEP is not completed satisfactorily and timely, as required by this CAFO, Respondent shall be liable for and shall pay a stipulated penalty to the United States in the amount of Twenty-Five Thousand Dollars (\$25,000), minus any documented expenditures determined by EPA to be acceptable for the SEP.
- b. If Respondent fails to timely and completely submit the SEP Completion Report required by this CAFO, Respondent shall be liable and shall pay a stipulated penalty in the amount of Fifty Dollars (\$50) per day for each day said report is not submitted.
- c. If the SEP is not completed in accordance with the terms of this CAFO, but EPA determines that the Respondent: (a) made good faith and timely efforts to complete the project; and (b) certifies, with supporting documentation, that at least 90 percent of the amount of money which was required to be spent was expended on the SEP, Respondent shall not be liable for any stipulated penalty
- d. Where all elements of a SEP have been satisfactorily completed, but Respondent has expended less than the agreed-upon amount on the SEP, the EPA may, in its discretion, choose to reduce or waive stipulated penalties otherwise due under the settlement agreement.

64. The determinations of whether the SEP has been satisfactorily completed and whether the Respondent has made a good faith, timely effort to implement the SEP shall be in the sole discretion of EPA.

65. Stipulated penalties shall begin to accrue on the day after performance is due, and shall continue to accrue through the final day of the completion of the activity. Complainant in its unreviewable discretion may waive or reduce any stipulated penalties.

66. Respondent shall pay stipulated penalties not more than fifteen (15) days after receipt of written demand by EPA for such penalties. Method of payment shall be in accordance with the provisions of the Final Order portion of this CAFO.

67. Nothing in this agreement shall be construed as prohibiting, altering or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondent's violation of this agreement or of the statutes and regulations upon which this agreement is based, or for Respondent's violation of any applicable provision of law.

68. The United States may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due under this CAFO.

69. Late Payment Provisions: Pursuant to 31 U.S.C. § 3717, EPA is entitled to assess interest and penalties on debts owed to the United States and a charge to cover the cost of processing and handling a delinquent claim. Interest will therefore begin to accrue on a civil penalty if it is not paid by the date required. Interest will be assessed at a rate of the United States Treasury tax and loan rate in accordance with 31 C.F.R. § 901.9(b). A charge will be assessed to cover the costs of debt collection including processing and handling costs and attorneys' fees. In addition, a non-payment penalty charge of six (6) percent per year compounded annually will be assessed on any portion of the debt which remains delinquent more than ninety (90) days after payment is due. Any such non-payment penalty charge on the debt will accrue from the date the penalty payment becomes due and is not paid. 31 C.F.R. §§ 901.9(c) and (d).

70. Respondent understands that failure to pay any portion of the civil penalty on the date the same is due may result in the commencement of a civil action in Federal District Court to collect said penalty, along with interest thereon at the applicable statutory rate.

Effective Date

71. In accordance with 40 C.F.R. § 22.31(b), this Final Order shall become effective upon filing with the EPA Regional Hearing Clerk.

Reservation of Rights

72. Except as expressly provided in this CAFO, EPA reserves the right to enforce the terms of the Final Order portion of this CAFO by initiating a judicial or administrative action under Section 3008 of RCRA, 42 U.S.C. § 6928, and to seek penalties against Respondent in an amount not to exceed Thirty-seven Thousand Five Hundred Dollars (\$37,500) per day per violation pursuant to Section 3008(c) and/or Section 3008(g) of RCRA, for each day of non-compliance with the terms of the Final Order, or to seek any other remedy allowed by law.

73. Complainant reserves the right to take enforcement action against Respondent for any future violations of RCRA and its implementing regulations and to enforce the terms and conditions of this CAFO.

74. Except as expressly provided herein, nothing in this CAFO shall constitute or be construed as a release from any claim (civil or criminal), cause of action, or demand in law or equity by or against any person, firm, partnership, entity, or corporation for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous constituents, hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken from Respondent's facility.

75. Notwithstanding any other provisions of the CAFO, an enforcement action may be brought pursuant to Section 7003 of RCRA, 42 U.S.C. § 6973, or other statutory authority, should EPA find that the future handling, storage, treatment, transportation, or disposal of solid waste or hazardous waste at Respondent's facility may present an imminent and substantial endangerment to human health and the environment.

76. The headings in this CAFO are for convenience of reference only and shall not affect interpretation of this CAFO.

77. The provisions of this CAFO shall be deemed satisfied upon a written determination by Complainant that Respondent has fully implemented the actions required in the Final Order.

FINAL ORDER

Pursuant to the authority of Section 3008(a) and (g) of RCRA, 42 U.S.C. §§ 6928(a) and (g), and according to the terms of this CAFO, IT IS HEREBY ORDERED THAT:

Payment of Civil Penalty

1. Within thirty (30) days of the effective date of this CAFO, Respondent will pay a mitigated civil penalty of Seven Thousand Dollars (\$7,000). The payment must be received at the address thirty (30) days after the effective date of the Final Order (the date by which payment must be received shall hereafter be referred to as the "due date"). Any payment shall identify Respondent by name and docket number and shall be by certified or cashier's check made payable to the "United States Treasury" and sent to:

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

or by alternate payment method described at <http://www.epa.gov/financial/makepayment>.

2. A copy of the payment documentation shall also be mailed the EPA representative identified in Paragraph 5 below and to:

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 7
11201 Renner Boulevard
Lenexa, Kansas 66219

and to:

Raymond C. Bosch
Assistant Regional Counsel
U.S. Environmental Protection Agency, Region 7
11201 Renner Boulevard
Lenexa, KS 66219

3. The Respondent shall carry out the Supplemental Environmental Project as set forth in this CAFO.

Compliance Actions

4. Respondent shall take the following actions: Beginning no later than ninety (90) days after the effective date of the CAFO, and on a quarterly basis thereafter for a period of one (1) year, Respondent shall provide to EPA a report using narrative and photographs, demonstrating that the portions of the TSU facility subject to this CAFO are complying with all RCRA and Universal Waste container management requirements including properly labeling, dating, and closing containers.

Submittals

5. All documents required to be submitted to EPA pursuant to Paragraph 4 above shall be sent to:

Edwin Buckner, P.E.
AWMD/WEMM
U.S. Environmental Protection Agency, Region 7
11201 Renner Boulevard
Lenexa, Kansas 66219
Buckner.edwin@epa.gov
(913) 551-7621

Parties Bound

6. This Final Order portion of this CAFO shall apply to and be binding upon Complainant and Respondent, and Respondent's agents, successors and/or assigns. Respondent shall ensure that all contractors, employees, consultants, firms or other persons or entities acting for Respondent with respect to matters included herein comply with the terms of this CAFO.

COMPLAINANT:

U.S. ENVIRONMENTAL PROTECTION AGENCY

8 Dec 2016

Date

Mary Goetz

Mary Goetz, Branch Chief
Waste Enforcement and Materials Management Branch
Air and Waste Management Division
U.S. Environmental Protection Agency, Region 7

Dec. 7, 2016

Date

Raymond C. Bosch

Raymond C. Bosch
Assistant Regional Counsel
U.S. Environmental Protection Agency, Region 7

FOR RESPONDENT:

TRUMAN STATE UNIVERSITY

12/1/16
Date



Susan L. Thomas
President

IT IS SO ORDERED. This Final Order is effective upon its filing.

Dec. 19, 2016
Date

Karina Borromeo
Karina Borromeo
Regional Judicial Officer
U.S. Environmental Protection Agency, Region 7



VERTÈRE

INVENTORY CONTROL SYSTEMS

ATTACHMENT 1

PRICE QUOTATION

Please refer to this number on all
Correspondence: 083016-1
Federal ID: 05-0455423

TO: Truman State University

TODAY'S DATE	8/30/16	INQUIRY DATE	8/30/16
PROPOSED SHIPPING DATE	30 Days		
TERMS	Net 60		
Also accepting Visa/MasterCard/AMEX			
F.O.B. POINT	Providence, RI	DELIVERY	X
SHIPPED VIA	Best Way	POSTAGE PRE-PAID	COO

QTY	DESCRIPTION	UNIT PRICE	TOTAL
	SOFTWARE - Vertere Inventory Manager - VIM LHS Minimum 3 Year Contract		
	Vertere Inventory Manager LHS - Enterprise Version (using MS SQL Database, IIS and .NET 4.0 for Internet Explorer, Firefox, or Safari browsers) Includes:	\$12,375.00	\$12,375.00
	<ul style="list-style-type: none"> • ChIM Module - 5 concurrent user, single site - Minimum 3 Year Contract Billed Annually (\$12,375 per year billed at the beginning of each contract year) • A hosted, cloud-based solution, VIM Live Hosted Subscription is completely web-based, multi-tenant, and exists outside your firewall. And, because it uses the same interface as VIM Enterprise, it's easy to migrate inside your firewall at any time with the purchase of a license. As a Software-as-a-Service (SAAS) solution, VIM Live Hosted Subscription enables you to keep your supply inventory current and your costs low. • SAAS hosted by Vertere. Access to software through standard browser interface. If subscription is cancelled, customer will receive a copy of their active inventory records in excel format • Annual Support Service; Unlimited Phone, Fax, and E-mail Support • Access to our online support forums for documentation, downloads, and assistance • Quarterly Software Updates • Weekly database backups 		
1	Optional Add-On -Additional Annual Fee - Additional 2 concurrent users	1,350.00	1,350.00
1	Optional Add-On -Additional Annual Fee - Additional 5 concurrent users	3,375.00	3,375.00
1	Initial Subscription Setup Fee (one-time fee)	1,000.00	1,000.00
2	On demand printing license for 1 named printer (one-time fee) <i>2 printers</i>	500.00	1,000.00
	Total Cost Year 1 - 5 Concurrent-User, Single Site, ChIM Module License (optional users and modules are extra)		\$14,375.00
	Total Annual Renewal Cost Years 2+ - 5 Concurrent-User, Single Site, ChIM Module License (optional users and modules are extra)		12,375.00
	TRAINING		
1	2 Hours Web-Based On-Line Training	395.00	395.00
	HARDWARE OPTIONS		
2	Symbol MC32N0-Model #MOT-MC32N0RL4SCLE Series Wireless Mobile Computer (Rotating Scan Head, Laser, Color Display, Windows CE7.0 PRO and Standard Battery);	1,995.00	3,990.00
2	Barcode Printer: Zebra GX420T Model #ZEB-GX42-102511-000 desktop; Zebra interface software; Parallel or USB Cable; shipping (SPECIFY CABLE WHEN ORDERING)	695.00	1,390.00
2	Lot of 3,820 1.5" x .5" bar code label stack	98.00	196.00
2	2.52" x 75 meter ribbon	75.00	150.00
	Total Cost Training and Hardware		\$6,121.00
	TOTAL INITIAL COST YEAR 1 INCLUDING LICENSE, SETUP, TRAINING AND HARDWARE		\$20,496.00

Vertere now accepts the American Express Corporate Purchasing Card
Visa, MasterCard, and American Express

ALL APPLICABLE TAXES AND FREIGHT CHARGES WILL APPLY

THIS QUOTE WILL REMAIN VALID FOR 12 MONTHS

Signature: *Shawn J. Toner*



IN THE MATTER Of The Board of Governors of Truman State University, Respondent
Docket No. RCRA-07-2016-0031

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Order was sent this day in the following manner to the addressees:

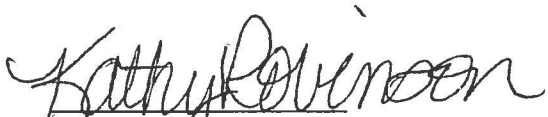
Copy emailed to Attorney for Complainant:

bosch.raymond@epa.gov

Copy by First Class Mail to Respondent:

Susan L. Thomas, President
Truman State University
100 E Normal Street
Kirksville, Missouri 63501

Dated: 12/19/16


Kathy Robinson
Hearing Clerk, Region 7