# UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
## Region 2



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| In the Matter of | : | **CONSENT AGREEMENT AND FINAL ORDER** |
| Supreme Asset Management and Recovery, Inc., a/k/a Supreme Asset Management, Inc., | : | |
| Respondent. | : | |
| | : | Docket Number RCRA-02-2009-7106 |
| Proceeding under Section 3008 of the Solid Waste Disposal Act, as amended. | : | |

This is an administrative proceeding instituted pursuant to Section 3008(a) of the Solid Waste Disposal Act, as amended by various statutes including the Resource Conservation and Recovery Act and the Hazardous and Solid Waste Amendments of 1984 ("HSWA"), 42 U.S.C. § 6928 (such statutes here referred to collectively as the "Act" or "RCRA"). This action was commenced to assess a civil penalty against Respondent for alleged past violations of the requirements of Subchapter III of RCRA, 42 U.S.C. §§ 6921 - 6939e, and to require future compliance with said requirements. The United States Environmental Protection Agency ("EPA") has promulgated regulations governing the handling and management of hazardous waste at 40 C.F.R. Parts 260-273 and 279.

Pursuant to Section 3006(b) of RCRA, 42 U.S.C. § 6926(b), "[a]ny State which seeks to administer and enforce a hazardous waste program pursuant to [Subchapter III, Hazardous Waste Management; 42 U.S.C. §§ 6921-6939e] may develop and...submit to the Administrator [of EPA] an application...for authorization of such program." If EPA then grants a State's request to operate such a hazardous waste program, Section 3006 further provides that "[s]uch State is authorized to carry out such program in lieu of the Federal program under this subchapter in such State and to issue and enforce permits for the storage, treatment, or disposal of hazardous waste...."

Pursuant to Section 3006(b) of the Act, 42 U.S.C. § 6926(b), the State of New Jersey was authorized by EPA in 1999 to conduct a hazardous waste program (the "authorized State program"). 64 *Fed. Reg.* 41823 (August 2, 1999). There were subsequent changes in the scope of the authorized State program as a result of EPA's authorization of New Jersey's regulations incorporating by reference changes to the federal program promulgated by EPA between July 2, 1993 and July 31, 1998. 67 *Fed. Reg.* 76995 (December 16, 2002). These changes became effective February 14, 2003. Prior to such date, the authorized State program incorporated by reference, with some minor modifications, the federal program at 40 C.F.R. Parts 124, 260-266, 268 and 270, as set forth in the 1993 edition of the Code of Federal Regulations. As of February 14, 2003, the authorized State program, with some minor modifications, essentially incorporated by reference the regulations in the 1998 edition of the same parts of Title 40 of the Code of Federal Regulations. *See* the New Jersey Register for New Jersey's authorized regulations constituting the original authorized State program. 28 *N.J.R.* 4606 (October 21, 1996). *See* 31 *N.J.R. 166* (January 19, 1999) for the New Jersey regulations authorized in 2003. New Jersey is not authorized for any HSWA regulations adopted by EPA after July 31, 1998.

EPA is authorized to enforce the provisions of the authorized State program and retains primary responsibility for requirements promulgated pursuant to HSWA since July 31, 1998.

Complainant in this proceeding, the Director of the Division of Enforcement and Compliance Assistance, EPA Region 2, issued a "Complaint, Compliance Order, and Notice of Opportunity for Hearing," bearing docket number RCRA-02-2009-7106, to Supreme Asset Management and Recovery, Inc., a/k/a Supreme Asset Management, Inc., on or about June 30, 2009, and Respondent served its answer on or about September 25, 2009. The Complaint alleged that Respondent had violated requirements of RCRA and regulations concerning the handling and management of hazardous waste. The answer admits many of the predicate allegations but contests the material allegations regarding liability and contests the applicability of the compliance order; it also requests a hearing.

Complainant and Respondent agree, by entering into this Consent Agreement and Final Order ("CA/FO"), that settlement of this matter upon the terms set forth in this CA/FO is an appropriate means of resolving the claims against Respondent without further litigation. This CA/FO is being issued pursuant to, and under authority of, 40 C.F.R. § 22.18(b). No adjudicated findings of fact or conclusions of law have been made by any tribunal of competent jurisdiction. For the purposes of this CA/FO and for purposes of implementing the settlement set forth herein, Respondent neither admits nor denies the EPA Findings of Fact or the EPA Conclusions of Law that have been set forth below.

## EPA FINDINGS OF FACT

1. Respondent, Supreme Asset Management and Recovery, Inc., also known as Supreme Asset Management, Inc., a corporation organized pursuant to the laws of the State of New Jersey ("Respondent" or "Supreme"), is the operator of a commercial facility that recycles electronics, light bulbs and batteries and which is located at 1950 Rutgers University Boulevard in

Lakewood, New Jersey (hereinafter referred to as the "Supreme facility").

2. The Supreme facility was previously operated by Supreme Computer and Electronic Recyclers (hereinafter "SCER"), a corporation organized in 1998 pursuant to the laws of the State of New Jersey.

3. In October 2005, SCER requested an EPA Identification Number for hazardous waste activities it would be conducting at the Supreme facility, in response to which EPA provided SCER with EPA ID Number NJR000054783.

4. The State of New Jersey issued SCER a solid waste permit (bearing permit number CDG060001), dated and issued on August 2, 2006, to operate a solid waste and universal waste recycling facility at the Supreme facility, and said permit was modified in November 2008.

5. In June 2008, SCER and a second corporation, Ecoglass Recycling, Inc. (hereinafter "Ecoglass"), consolidated and became Supreme.

6. Respondent assumed operational responsibility for the Supreme facility and has assumed the obligations and liabilities resulting or arising from the operation of the Supreme facility for which SCER and/or Ecoglass was or may have previously been responsible.

7. On March 28, 2008, September 17, 2008 and October 15 and 16, 2008, a duly designated representative(s) of EPA, pursuant to Section 3007 of the Act, 42 U.S.C. § 6927, conducted an inspection of the Supreme facility to determine SCER's and/or Respondent's compliance with RCRA and its implementing regulations in its operation of the Supreme facility.

8. On at least 30 separate occasions in 2007 and 2008, Respondent (or SCER previously) sold for shipment outside the United States used and non-working color Cathode Ray Tube monitors (*i.e.* the video display component of an electronic device, usually a computer monitor or a television monitor; hereinafter "CRT monitors") that were intended for: **a)** recycling or **b)** reuse. These used and non-working color CRT monitors were in fact shipped outside the United States. Some or all of the used and non-working color CRT monitors are/were subject to regulation as hazardous waste.

9. On those aforementioned 30 separate occasions, Respondent (or SCER previously) failed to prepare a manifest when offering the used and non-working color CRT monitors for transport.

10. Respondent continues to sell used and non-working color CRT monitors that have been accumulating, and/or that are accumulating, at the Supreme facility, and which are intended for shipment outside the United States.

11. Pursuant to the authority given it under Section 3007(a) of RCRA, EPA issued an Information Request Letter ("IRL") to SCER on or about April 28, 2008 to help the Agency

determine SCER's compliance with RCRA requirements in its operation of the Supreme facility, to which Supreme provided, on or about July 28, 2008, its response (the "July response").

12. Because EPA deemed the July response inadequate, EPA issued to Supreme a second IRL on or about August 22, 2008 (the "August IRL").

13. Although Supreme's response to the August IRL was due September 10, 2008, and Supreme never received an extension of time to respond to the August IRL, Supreme failed to respond to the August IRL by September 10, 2008; it responded thereto on or about November 22, 2008.

## EPA CONCLUSIONS OF LAW

1. Respondent is a "person" within the meaning of Section 1004(15) of the Act, 42 U.S.C. § 6903(15), and 40 C.F.R. § 260.10 (incorporated by reference in N.J.A.C. 7:26G-4.1(a); hereinafter all New Jersey citations following 40 C.F.R. citations are intended to be understood to mean the former are "incorporated by reference in" the latter).

2. The Supreme facility is a "facility" as that term is defined in 40 C.F.R. § 260.10 (N.J.A.C. 7:26G-4.1(a)).

3. Pursuant to 40 C.F.R. § 262.52 (incorporated by reference in N.J.A.C. 7:26G-6.1), the export of hazardous waste is prohibited unless, *inter alia*, notification has been provided to EPA in accordance with 40 C.F.R. § 262.53 (N.J.A.C. 7:26G-6.1) and a copy of the EPA Acknowledgment of Consent to the shipment accompanies the hazardous waste shipment; pursuant to the latter, a "primary exporter" (as defined in 40 C.F.R. § 262.51) must notify EPA of an intended export before such waste is scheduled to leave the United States.

4. Pursuant to 40 C.F.R. § 261.41, "persons who export used, intact CRTs for reuse must send a one-time notification to the Regional Administrator," and such notification must contain the information set forth in said section.

5. If the used and non-working color monitors were shipped outside the United States for recycling, then for each of the aforementioned (¶ 8 of the "EPA Findings of Fact" section, above) transactions, Respondent (or SCER), as generator of such hazardous waste, was required:

**a)** to notify EPA pursuant to 40 C.F.R. § 262.52 (N.J.A.C. 7:26G-6.1) of the intended shipment before the waste was scheduled to leave the United States; and

**b)** to have accompanied each such shipment with an EPA Acknowledgment of Consent.

6. If the used and non-working color monitors were shipped outside the United States for reuse, then for each of the aforementioned (¶ 8 of the "EPA Findings of Fact" section, above) transactions, Respondent (or SCER) was required to provide a one-time notification to the Regional Administrator of EPA, Region 2, pursuant to 40 C.F.R. § 261.41.

7. If the used and non-working color monitors were shipped outside the United States for recycling, then for each of the aforementioned (¶ 8 of the "EPA Findings of Fact" section, above) transactions, Respondent (or SCER) failed: **a)** to notify EPA pursuant to 40 C.F.R. § 262.52 (incorporated by reference in N.J.A.C. 7:26G-6.1) of the intended shipment before such hazardous waste was scheduled to leave the United States; and **b)** to have accompanied each such shipment with an EPA Acknowledgment of Consent.

8. If the used and non-working color monitors were shipped outside the United States for reuse, Respondent (or SCER) never notified the Regional Administrator of EPA, Region 2, of any of the aforementioned (¶ 8 of the "EPA Findings of Fact" section, above) shipments outside the United States pursuant to 40 C.F.R. § 261.41.

9. If the used and non-working color monitors were shipped outside the United States for recycling, then with regard to the aforementioned (¶ 8 of the "EPA Findings of Fact" section, above) shipments outside the United States, because neither SCER nor Respondent:

a) had ever notified EPA of any of said shipments, Respondent (and SCER) was prohibited from shipping outside the United States the used and non-working color CRT monitors; and

b) had ever accompanied any of said shipments with an EPA Acknowledgment of Consent, Respondent (and SCER) was prohibited from shipping outside the United States the used and non-working color CRT monitors.

10. As a consequence of any shipping prohibition set forth in paragraph 9 of this section, above, each occasion of shipping outside the United States such monitors would have been unlawful and thus would have constituted a violation of 40 C.F.R. § 262.52 (N.J.A.C. 7:26G-6.1).

11. If the used and non-working color monitors were shipped outside the United States for reuse, then, because Respondent (and SCER) had never notified pursuant to 40 C.F.R. § 261.41 the Regional Administrator of EPA, Region 2, of any of the aforementioned (¶ 8 of the "EPA Findings of Fact" section, above) shipments outside the United States, Respondent (or SCER) violated said provision.

12. Pursuant to 40 C.F.R. § 262.20 (N.J.A.C. § 7:26G-6.1), a generator of hazardous waste who offers for transport such waste is required to prepare a manifest.

13. Respondent's (or SCER's) failure to prepare a manifest when offering any of the aforementioned (¶ 8 of the "EPA Findings of Fact" section, above) shipments for transport constitutes a violation of 40 C.F.R. § 262.20 (N.J.A.C. § 7:26G-6.1).

14. Section 3007(a) of the Act, 42 U.S.C. § 6927(a), provides, in part, that "any person who generates, stores, treats, transports, disposes of, or otherwise handles or has handled

hazardous wastes shall, upon request of any officer, employee or representative of the [EPA], duly designated by the Administrator...furnish information relating to such wastes."

15. Supreme's failure timely to respond (*i.e.* to respond by September 10, 2008) to the August IRL constitutes a violation of Section 3007(a) of RCRA, 42 U.S.C. § 6927(a).

16. Each of the following constitutes a requirement of Subchapter III of RCRA, 42 U.S.C. §§ 6921 - 6939e: **a)** 40 C.F.R. § 262.52 (N.J.A.C. 7:26G-6.1); **b)** 40 C.F.R. § 261.41; **c)** 40 C.F.R. § 262.20 (N.J.A.C. § 7:26G-6.1); and **d)** Section 3007(a) of RCRA, 42 U.S.C. § 6927(a).

## AGREEMENT ON CONSENT

Based upon the foregoing, and pursuant to Section 3008 of RCRA, 42 U.S.C. § 6928, and 40 C.F.R. § 22.18 of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation or Suspension of Permits, 40 C.F.R. Part 22, it is hereby agreed by and between Complainant, and voluntarily accepted by Respondent, that Respondent, for purposes of this Consent Agreement and in the interest of settling this matter expeditiously without the time, expense or uncertainty of a formal adjudicatory hearing on the merits: (a) admits the jurisdictional allegations of the Complaint; (b) neither admits nor denies the non-jurisdictional allegations of the Complaint; (c) neither admits nor denies the "EPA Findings of Fact" or "EPA Conclusions of Law" as set forth in this document; (d) consents to the assessment of the civil penalty as set forth below; (e) consents to the issuance of the Final Order accompanying this Consent Agreement; and (f) waives its right to seek or obtain judicial review of, or otherwise contest, said Final Order.

Pursuant to 40 C.F.R. § 22.31(b), the executed CA/FO shall become effective and binding when it is filed with the Regional Hearing Clerk of the United States Environmental Protection Agency, Region 2 (such date henceforth referred to as the "effective date").

It is further hereby agreed by and between Complainant and Respondent, and voluntarily accepted by Respondent, that there shall be compliance with the following terms and conditions:

1. Respondent shall pay a civil penalty to EPA in the amount of **NINETY THOUSAND ($90,000.00) DOLLARS,** to be paid in accordance with the terms and schedule set forth in paragraph 2, below. Payment in accordance with the provision set forth below shall be made by cashier's check, certified check or by electronic fund transfer (EFT). If payment is made by cashier's check or by certified check, such check shall be made payable to the **"Treasurer, United States of America,"** and shall be identified with a notation thereon listing the following: ***In the Matter of Supreme Asset Management and Recovery, Inc., Docket Number RCRA-02-2009-7106***. A check making payment shall be mailed to the following address:

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

Alternatively, if Respondent chooses to make each installment payment by EFT, Respondent shall then provide the following information to its remitter bank:

a. Amount of Payment

b. SWIFT address: **FRNYUS33, 33 Liberty Street, New York, New York 10045**

c. Account Code for Federal Reserve Bank of New York receiving payment: **68010727**

d. Federal Reserve Bank of New York ABA routing number: **021030004**

e. Field Tag 4200 of the Fedwire message should read: **D 68010727 Environmental Protection Agency**

f. Name of Respondent: **Supreme Asset Management and Recovery, Inc.**

g. Case docket number: **RCRA-02-2009-7106**

2. Payment shall be received (if made by check) or effected (if implemented by EFT) within one hundred twenty (120) days of the date the Regional Administrator (or her designee) signs the Final Order accompanying this Consent Agreement. Payment shall be made in accordance with the instructions set forth in paragraph 1 of this section, above. If Respondent makes payment by cashier's check or certified check, then such check shall be *received* at the above-listed address on or before the date specified. If Respondent makes payment by the EFT method, then the EFT shall be *received* on or before the date specified.

3. Whether Respondent makes payment by cashier's check, certified check or by the EFT method, Respondent shall promptly thereafter furnish reasonable proof that such payment has been made, and such proof shall be furnished to each of:

Lee A. Spielmann
Assistant Regional Counsel
Environmental Protection Agency, Region 2
290 Broadway, 16th floor
New York, New York 10007-1866

Karen Maples, Regional Hearing Clerk
Environmental Protection Agency, Region 2
290 Broadway, 16th floor
New York, New York 10007-1866

4. Failure to pay the amount in full within the time period set forth above may result in referral of this matter to the United States Department of Justice or the United States Department of the Treasury for collection.

5. Furthermore, if payment is not made on or before the date when such payment is made due under the terms of this document, interest for said payment shall be assessed at the annual rate established by the Secretary of the Treasury pursuant to 31 U.S.C. § 3717, on the overdue amount from the date said payment was to have been made through the date said payment has been received. In addition, a late payment handling charge of $15.00 will be assessed for each thirty (30) calendar day period or any portion thereof, following the date payment was to have been made, in which payment of the amount remains in arrears. In addition, a 6% per annum penalty will be applied to any principal amount that has not been received by the EPA within ninety (90) days of the date for which payment was required hereto to have been made.

6. The civil penalty provided for in this section and any charge that accrues as a result of untimely payment of the civil penalty by Respondent constitute a penalty within the meaning of 26 U.S.C. § 162(f).

7. For purposes of paragraphs 8 through 14 (inclusive) of this section, below, the following definitions apply:

a) "Cathode Ray Tube(s)" (hereinafter abbreviated as "CRT(s)") shall mean a vacuum tube(s), composed primarily of glass, that is(are) the video or visual display component of an electronic device(s);

b) "Intact CRT(s)" shall mean a CRT(s) whose vacuum has(have) not been released;

c) "Broken CRT(s)" shall mean a CRT(s) whose vacuum has(have) been released;

d) "To reuse" (or "reusing") a CRT(s) shall mean an intact CRT monitor(s), working or non-working, that is to be subsequently utilized as a video or visual display component(s) of an electronic device(s) with, at most, minimal repairs (such as re-wiring, replacing defective parts, replacing the electron gun) effected prior to re-sale or distribution, but such repairs shall not release the vacuum and/or break the glass of a monitor(s);

e) "To recycle" (or "recycling") a CRT(s) shall mean the disassembly of a CRT(s) to recover valuable materials from such CRT(s), such as lead or glass;

f) "Export" (or "exporting"), in the context of the export of/exporting CRTs, shall mean to ship or to have shipped CRTs outside of the United States, whether such shipment is conducted, carried out, initiated and/or arranged for directly by Respondent or through a third-party, provided that, when such shipping is conducted, carried out, initiated and/or arranged by a third-party, Respondent had knowledge that such shipment(s) is/are intended to be sent outside the United States. To export includes (but is not limited to) the loading of CRTs onto containers destined for shipment outside the United States or the giving a power-of-attorney (POA) to a freight forwarder or broker to arrange for any CRT(s) to be shipped outside the United States.

8. For any used and broken CRTs that are or have been accumulated at the Supreme facility and that Supreme exports for recycling, Respondent shall comply with the provisions set forth at 40 C.F.R. § 261.39(a)(5).

9. For any used and broken CRTs that are or have been accumulated at the Supreme facility and that Supreme exports for recycling but for which Respondent has failed to comply with the provisions set forth at 40 C.F.R. § 261.39(a)(5), Respondent shall:

a) be deemed the "primary exporter" within the meaning of 40 C.F.R. § 262.53 (incorporated by reference in N.J.A.C. 7:26G-6.1) of said CRTs,

b) notify EPA pursuant to 40 C.F.R. § 262.52 (incorporated by reference in N.J.A.C. 7:26G-6.1) of the intended export of said CRTs before they are scheduled to leave the United States;

c) accompany each such shipment of said CRTs with an EPA Acknowledgment of Consent; and

d) otherwise comply with requirements of 40 C.F.R. 262.52 (N.J.A.C. 7:26G-6.1) and shall provide EPA, Region 2, with a copy of any document submitted to EPA.

10. For any used and intact CRTs that are or have been accumulated at the Supreme facility and that Supreme exports for recycling, Respondent shall comply with the provisions set forth at 40 C.F.R. § 261.40.

11. For any used and intact CRTs that are or have been accumulated at the Supreme facility and that Supreme exports for recycling but for which Respondent has failed to comply with the provisions set forth at 40 C.F.R. § 261.40, Respondent shall:

a) be deemed the "primary exporter" within the meaning of 40 C.F.R. § 262.53 (incorporated by reference in N.J.A.C. 7:26G-6.1) of said CRTs,

b) notify EPA pursuant to 40 C.F.R. § 262.52 (incorporated by reference in N.J.A.C. 7:26G-6.1) of the intended export of said CRTs before they are scheduled to leave the United States;

c) accompany each such shipment of said CRTs with an EPA Acknowledgment of Consent; and

d) otherwise comply with requirements of 40 C.F.R. 262.52 (N.J.A.C. 7:26G-6.1) and shall provide EPA, Region 2, with a copy of any document submitted to EPA.

12. For any used and intact CRTs that are or have been accumulated at the Supreme facility and that Supreme exports for reuse, Respondent shall comply with the following:

a) the notification requirements set forth at 40 C.F.R. § 261.41(a); and

b) the retention requirements of normal business records pertaining to such export(s), such as contracts, demonstrating that each shipment of such exported CRTs will be reused, and, further, such documentation must be retained for a period of at least three (3) years from the date of any such CRTs were exported.

13. The notification referred to in paragraph 12, sub-paragraph "a," above, shall be sent to the following address:

Judith A. Enck, Regional Administrator
Environmental Protection Agency
290 Broadway, 26th floor
New York, New York 10007-1866

14. Respondent shall submit a certification of compliance with the requirements described in paragraphs 8, 9, 10, 11 and 12 of this section, above, within 30 days after the effective date.

15. Any responses, documentation, and evidence submitted in response to this Consent Agreement and Final Order (including a copy of any notification submitted pursuant to paragraph 13 of this section, above) should be sent to:

Abdool Jabar, Environmental Engineer
Hazardous Waste Compliance Section
RCRA Compliance Branch
Division of Enforcement and Compliance Assistance
U.S. Environmental Protection Agency - Region 2
290 Broadway, 21st floor
New York, New York 10007-1866

16. Complainant shall mail to Respondent (to the representative designated below) a copy of the fully executed CA/FO, and Respondent consents to service of the CA/FO upon it by an employee of EPA other than the Regional Hearing Clerk:

Christopher B. Healy, Esq.
Bathgate, Wegener & Wolf
One Airport Road
P.O. Box 2043
Lakewood, New Jersey 08701

17. Respondent has read this Consent Agreement, understands its terms, and consents to the issuance of the Final Order accompanying this Consent Agreement and consents to making full payment of the civil penalty in accordance with the terms and schedule set forth above.

18. This CA/FO is not intended, and shall not be construed, to waive, extinguish or otherwise affect Respondent's obligation to comply with all applicable federal, state and local law and regulations governing the generation, handling, treatment, storage, transport and disposal of hazardous waste (hereinafter, "the management") at, in or from the Supreme facility.

19. This Consent Agreement is being voluntarily and knowingly entered into by the parties to resolve the administrative claims alleged in the Complaint bearing docket number RCRA-02-2009-7106 upon full payment of the penalty amount and any charges that accrue pursuant to paragraph 5 of this section, above. Notwithstanding the above, nothing herein shall affect the right of the EPA or the United States to pursue appropriate injunctive or otherwise seek equitable relief or criminal sanctions for any violation(s) of law resulting from or pertaining to Respondent's operation of the Supreme facility.

20. Respondent hereby waive its right to seek or to obtain any hearing on the allegations made in the Complaint, and on the terms and conditions set forth in the Consent Agreement and its accompanying Final Order and/or on the EPA Findings of Fact or EPA Conclusions of Law, above.

21. This Consent Agreement and any provision herein shall not be construed as an admission of liability in any adjudicatory or administrative proceeding, except in an action, suit or proceeding to enforce this Consent Agreement or any of its terms and conditions.

22. Respondent voluntarily waives any right or remedy it might have pursuant to 40 C.F.R. § 22.8 to be present during discussions with, or to be served with and reply to any memorandum or other communication addressed to, the Regional Administrator of EPA, Region 2, or the Deputy Regional Administrator of EPA, Region 2, where the purpose of such discussion, memorandum or other communication is to recommend that such official accept this Consent Agreement and issue the accompanying Final Order.

23. Each party shall bear its own costs and fees in connection with this proceeding.

24. Each undersigned signatory to this Consent Agreement certifies that: a) he or she is duly and fully authorized to enter into and ratify this Consent Agreement and all the terms, conditions and requirements set forth in this Consent Agreement, and b) he or she is duly and fully authorized to bind the party on behalf of whom (which) he or she is entering this Consent Agreement to comply with and abide by all the terms and conditions of this Consent Agreement.

*In re Supreme Asset Management and Recovery, Inc.* ,
Docket Number RCRA-02-2009-7106

**RESPONDENT:**

BY: _____

NAME: ALBERT BOUFARAH

TITLE: PRESIDENT

DATE: 2/15/2010

**COMPLAINANT:** BY: _____

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

DATE: FEBRUARY 17, 2010

*In re Supreme Asset Management and Recovery, Inc.* ,
Docket Number RCRA-02-2009-7106

**FINAL ORDER**

The Regional Administrator of EPA, Region 2 concurs in the foregoing Consent Agreement in the case of *In the Matter of Supreme Asset Management and Recovery, Inc., a/k/a Supreme Asset Management, Inc.*, bearing Docket Number RCRA-02-2009-7106. Said Consent Agreement, having been duly accepted and entered into by the parties, is hereby ratified and incorporated into this Final Order, which is hereby issued and shall take effect when filed with the Regional Hearing Clerk of EPA, Region 2. 40 C.F.R. § 22.31(b). This Final Order is being entered pursuant to the authority of 40 C.F.R. § 22.18(b) (3) and shall constitute an order issued under authority of Section 3008(a) of RCRA, 42 U.S.C. § 6928(a).

DATED: Feb 17, 2010
New York, New York

**JUDITH A. ENCK**
Regional Administrator
United States Environmental Protection Agency –
Region 2