



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2
290 BROADWAY
NEW YORK, NY 10007-1866

U.S. ENVIRONMENTAL
PROTECTION AGENCY-REG. II
210 JAN -9 AM 10:23
REGIONAL HEARING
CLERK

JAN - 7 2008

CERTIFIED MAIL/RETURN RECEIPT

Mark Johnson, Esq.
Assistant Regional Counsel
Office of Regional Counsel
General Services Administration
26 Federal Plaza-Suite 18-105
New York, New York 10278

Re: General Services Administration
Docket No. RCRA-02-2007-7103

Dear Mr. Johnson:

Enclosed is a copy of the Consent Agreement and Final Order ("CA/FO") in the above referenced proceeding signed by the Regional Administrator of the U.S. Environmental Protection Agency.

Please note that payment is due within forty-five (45) days of signature of the Final Order by the Regional Administrator. Please arrange for payment of this penalty according to the instructions given in that Order.

If you have any questions, please contact me at 212-637-3195.

Sincerely yours,

Gary H. Nurkin
Assistant Regional Counsel

cc: Dr. Nadine Noorhasen, VIDPNR



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REGION 2
290 BROADWAY
NEW YORK, NY 10007-1866

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PROTECTION AGENCY-REG. II
2008 JAN -9 AM 10:23
REGIONAL HEARING
CLERK

JAN - 7 2008

CERTIFIED MAIL/RETURN RECEIPT

David Segermeister
Director of Property Management
Public Building Service
General Services Administration
26 Federal Plaza - 16th Floor
New York, New York 10278

Re: General Services Administration
Docket No. RCRA-02-2007-7103

Dear Mr. Segermeister:

Enclosed is a copy of the Consent Agreement and Final Order ("CA/FO") in the above referenced proceeding signed by the Regional Administrator of the U.S. Environmental Protection Agency.

Please note that payment is due within forty-five (45) days of signature of the Final Order by the Regional Administrator. Please arrange for payment of this penalty according to the instructions given in that Order.

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Assistant Regional Counsel

cc: Dr. Nadine Noorhasen, VIDPNR

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Region 2**

U.S. ENVIRONMENTAL
PROTECTION AGENCY-REG. II
2007 JUN -9 AM 10:23
REGIONAL HEARING
CLERK

In The Matter of:

**United States General Services
Administration,**

Respondent

**Proceeding Under Section 3008 of
the Solid Waste Disposal Act as
amended.**

**CONSENT AGREEMENT
AND
FINAL ORDER**

Docket Number RCRA-02-2007-7103

PRELIMINARY STATEMENT

This is a civil administrative proceeding instituted pursuant to Section 3008 of the Solid Waste Disposal Act as amended by various laws including the Resource Conservation and Recovery Act and the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901, *et seq.* and the Federal Facilities Compliance Act of 1992, 42 U.S.C. § 6901 *et. seq.* (referred to collectively as “RCRA” or the “Act”).

Section 3008 of RCRA, 42 U.S.C. § 6928, authorizes the Administrator to enforce violations of the Act and the regulations promulgated or authorized pursuant to it. Complainant in these proceedings, the Director of the Division of Enforcement and Compliance Assistance (“DECA”), EPA Region 2, issued a “Complaint and Notice of Opportunity for Hearing” on March 30, 2007 to Respondent United States General Services Administration, an agency of the United States, (“GSA”), which owns and operates the Ron de Lugo Federal Office Building (“de Lugo Building”), a three-story building situated at 5500 Veterans Drive, in Charlotte Amalie, St. Thomas, United States Virgin Islands. The Complaint alleges that Respondent GSA violated requirements of RCRA and regulations concerning the management of hazardous waste (including universal waste) at the de Lugo Building specifically with respect to spent fluorescent, halogen, incandescent, mercury vapor, high pressure sodium vapor, high intensity discharge, neon, and metal halide lamp bulbs. The time for GSA to respond to the complaint has not expired.

EPA and GSA have subsequently engaged in settlement discussions with respect to the violations alleged in the aforementioned Complaint. Both EPA and GSA have decided that settlement of this matter on the terms set forth in this Consent Agreement/Final Order (“CA/FO”) is an appropriate means of resolving the claims against GSA without further litigation.

This CA/FO is being issued pursuant to, and under the authority of, the Consolidated Rules of Practice, 40 C.F.R. § 22.18(b). No adjudicated findings of fact or conclusions of law have been made. Respondent neither admits nor denies EPA's Findings of Fact or Conclusions of Law set forth below. For the purposes of this CA/FO, the terms "buildings owned, managed and controlled by GSA situated within the jurisdiction of GSA Region 2" or terms of similar import shall refer solely to: those facilities, properties, or buildings owned in fee simple by the United States that are under the exclusive control, management and administration of the GSA Public Buildings Service as delegated by the Administrator of the GSA, that are located within the geographic jurisdiction of the Northeast and Caribbean Region (Region 2) of GSA, that is comprised of the entire state of New York (NY), the northern portion of New Jersey (NJ), the Commonwealth of Puerto Rico (PR) and the Territory of the United States Virgin Islands. This term specifically excludes all properties, buildings and facilities (1) leased by GSA from other entities or private parties, (2) whose control, management, or administration has been delegated by the GSA to other Federal Agencies or entities or private parties or (3) determined to be excess property and transferred or held by GSA for the purpose of disposal. The term "Covered Building" refers to any one or more of such buildings owned, managed and controlled by GSA situated within the jurisdiction of GSA Region 2.

For the purposes of this CA/FO, the term "Effective Date of the CA/FO" or "Effective Date" shall mean the date the fully signed CA/FO is filed with the Regional Hearing Clerk, U.S. EPA Region 2, New York, New York

EPA'S FINDINGS OF FACT

1. The Respondent is GSA.
2. Respondent is a "federal agency" as that phrase is defined in Section 100(4) of the Act, 42 U.S.C. § 6903(4), and 40 C.F.R. § 260.10.
3. Respondent owns the Ron de Lugo Federal Building ("de Lugo Building") situated at 5500 Veterans Drive, in Charlotte Amalie, St. Thomas, United States Virgin Islands.
4. GSA is the operator of the de Lugo Building.
5. On or about February 23, 1988, GSA notified the EPA that it conducted activities involving Hazardous Waste at the de Lugo Building which was then known as the Federal Office Building and Courthouse.
6. In response to the notification, EPA provided GSA with EPA identification number VI7470000004.
7. On or about April 11, 2005, pursuant to Section 3007 of RCRA, 42 U.S.C.

§ 6927, an authorized representative of EPA conducted an inspection (hereinafter the “Inspection”) of the de Lugo Building to determine Respondent’s compliance with the Act.

8. On or about May 20, 2005, EPA issued to Respondent a combined Notice of Violation (“NOV”) and Information Request Letter (“IRL”).
9. The NOV, which was issued pursuant to Section 3008 of the Act, 42 U.S.C. § 6928, informed the Respondent that EPA had identified a number of potential violations relating to the generation and management of hazardous waste, including universal waste, at the de Lugo Building and requested Respondent to provide a description and documentation of the actions GSA had taken, if any, to correct the alleged violations identified by EPA in that NOV.
10. The IRL, which was issued pursuant to Section 3007 of RCRA, 42 U.S.C. § 6927, sought information and documentation relating to the generation and management of hazardous waste, including universal waste, that is handled by GSA and other documentation that would assist the EPA in evaluating GSA’s compliance with RCRA at the buildings that it owns in the United States Virgin Islands.
11. On or about January 23, 2006, the Respondent submitted its response to the combined NOV and IRL (“Response”).
12. Upon information and belief, based upon the Inspection and GSA’s Response, EPA believes that similar types of violations may also exist at other buildings owned, managed and controlled by GSA within the jurisdiction of GSA-Region 2.
13. Subsequent to the issuance of the Complaint, and in furtherance of settlement discussions between EPA and GSA, GSA has agreed that any settlement would also include all of the buildings that GSA owns, manages and controls within the jurisdiction of GSA-Region 2.

EPA’S CONCLUSIONS OF LAW

14. Respondent GSA is a “person” as that term is defined in Section 1004(15) of the Act, 42 U.S.C. § 6903(15) and 40 C.F.R. § 260.10.
15. Respondent, in the course of conducting normal building maintenance at the de Lugo Building has generated and continues to generate “solid waste,” as that term is defined in 40 C.F.R. § 261.2.

16. Respondent, in the course of conducting normal building maintenance at the de Lugo Building has generated and continues to generate “hazardous waste,” as that term is defined at 40 C.F.R. § 261.3.
17. At all relevant times hereto, GSA has been a “generator” of “hazardous waste” as those terms are defined in 40 C.F.R. § 260.10 at the de Lugo Federal Building.
18. Based on the Inspection and GSA’s Response to the combined NOV and IRL, EPA issued a Complaint to GSA.

CONSENT AGREEMENT

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 EPA and Respondent GSA, and voluntarily and knowingly accepted by GSA, that GSA, for purposes of this Consent Agreement and in the interest of settling this matter expeditiously (a) admits that EPA has jurisdiction over this matter as recited in the Preliminary Statement of the CA/FO; (b) neither admits nor denies the Findings of Fact or Conclusions of Law stated above; (c) consents to the assessment of the civil penalty and stipulated penalties as set forth below; (d) consents to the issuance of the Final Order incorporating this Consent Agreement; and (e) waives any right it may have to contest or appeal that Final Order.

It is further hereby agreed by and between Complainant and GSA, and voluntarily and knowingly accepted by GSA, that the Respondent shall comply with the following terms and conditions:

1. Commencing on the Effective Date of the CA/FO and thereafter, Respondent shall determine whether solid wastes (including spent fluorescent, halogen, incandescent, mercury vapor, high pressure sodium vapor, high intensity discharge, neon, and metal halide lamp bulbs) newly generated at any of the buildings owned, managed and controlled by GSA within the jurisdiction of GSA-Region 2 are hazardous wastes and handle such wastes in accordance with the requirements of RCRA. GSA’s legal obligations under 40 C.F.R. § 262.11 are independent and continuing obligations.
2. Except as noted below, Respondent hereby certifies, to the best of its knowledge and belief, that at the time of its signature to this document, it is in compliance with all applicable hazardous waste regulatory requirements (including universal waste rules) with respect to the handling and management of spent fluorescent, halogen, incandescent, mercury vapor, high pressure sodium vapor, high intensity discharge, neon, and spent metal halide lamp bulbs at all buildings owned,

managed and controlled by GSA within the jurisdiction of GSA-Region 2. In making this certification GSA has made all appropriate inquiry, exercised due diligence and relied in good faith on information, statements, and representations furnished to GSA managers by employees or contractors of GSA. If within ninety (90) days of the Effective Date, GSA becomes aware that, as of the date that it signed the CA/FO, the foregoing certification was not correct and that it may not have been in compliance with any of the aforementioned hazardous waste regulatory requirements applicable to bulbs at one or more Covered Buildings, then GSA shall provide a list of such noncompliant building(s) and an expeditious schedule (not to exceed 90 days) under which each such Covered Building shall come into compliance with such regulations.

3. This CA/FO is not intended, and shall not be construed, to waive, extinguish or otherwise affect GSA's obligation to comply with all applicable federal, state, territorial and local law and regulations governing the generation, handling, and disposal of hazardous waste within the jurisdiction of GSA-Region 2. To the extent that any inaccuracy in the original certification did not stem from GSA's failure to make all appropriate inquiry and to exercise due diligence at the time of the original certification, EPA agrees not to commence any enforcement action against GSA for any hazardous waste violations applicable to bulbs at noncompliant buildings if disclosed in the manner described in the immediately preceding paragraph, provided that GSA achieves full compliance with such regulations by no later than 90 days after the effective date of this agreement. EPA, in its sole and unreviewable discretion, such discretion to be reasonably and in good faith exercised, shall make the determination of whether any inaccuracy in the original certification stemmed from GSA's failure to make all appropriate inquiry and to exercise due diligence.
4. Notwithstanding any other provisions in this CAFO, nothing in this document is intended, nor shall be construed, to waive, prejudice or otherwise affect the right of EPA, or the United States, from:
 - (a) pursuing any appropriate remedy, sanction or penalty prescribed by law against GSA if it is determined that GSA has knowingly or recklessly made any material misrepresentations or that GSA has knowingly or recklessly provided materially false information in any document submitted to EPA in this proceeding; nor from
 - (b) pursuing any legal or equitable action against GSA if acts or omissions at the Covered Buildings may present an imminent and substantial endangerment to the health of persons or the environment or if it is determined that GSA committed any environmental crimes.

5. (a) GSA shall pay a civil penalty to EPA in the total amount of **TWENTY THREE THOUSAND DOLLARS (\$23,000)**. Such payment shall be made by cashier's or certified check or by Electronic Fund Transfer (EFT). If the payment is made by check, then the check shall be made payable to the "**Treasurer, United States of America,**" and shall be mailed to:

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

The check shall be identified with a notation thereon listing the following: *IN THE MATTER OF GENERAL SERVICES ADMINISTRATION*, and shall bear thereon the Docket Number *RCRA-02-2007-7103*. Payment of the penalty must be *received* at the above address on or before forty-five (45) calendar days after the Effective Date of this CA/FO (the "Due Date").

If GSA chooses to make the payment by EFT, then GSA shall provide the following information to its remitter bank:

- 1) Amount of Payment
- 2) SWIFT address: FRNYUS33, 33 Liberty Street, New York, NY 10045.
- 3) Account Code for Federal Reserve Bank of New York receiving payment: 68010727.
- 4) Federal Reserve Bank of New York ABA routing number: 021030004.
- 5) Field Tag 4200 of the Fedwire message should read " D 68010727 Environmental Protection Agency."
- 6) Name of Respondent: General Services Administration.
- 7) Case Number: RCRA-02-2007-7103.

Such EFT must be received on or before 45 calendar days after the Effective Date of this CA/FO.

Whether the payment is made by check or by EFT, GSA shall promptly thereafter furnish reasonable proof that such payment has been made, to both:

Gary H. Nurkin, Esq.
Assistant Regional Counsel
Environmental Protection Agency, Region 2
290 Broadway, Room 1623
New York, New York 10007-1866

and

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

- (b) 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 the Due Date in which the balance remains unpaid.
6. (a) Respondent agrees to undertake the following Project which the parties agree is intended to secure significant environmental or public health benefits. It provides that GSA will recycle all mercury-containing fluorescent light bulbs, including “low mercury bulbs” also called “green- tip bulbs,” generated from buildings owned, managed and controlled by GSA within the jurisdiction of GSA-Region 2. Further, the Project provides that GSA agrees to convert “standard” fluorescent bulbs currently in use at these covered buildings to “low mercury” fluorescent bulbs. The conversion of “standard” fluorescent bulbs to “low mercury” fluorescent bulbs shall be completed in all Covered Buildings within one year from the latter of (1) the Effective Date of the CA/FO or (2) the exhaustion of existing inventories of “standard bulbs” (including those ordered but not as yet delivered) at any particular Covered Building.
- (b) The recycling of all mercury containing bulbs including “low mercury bulbs” at each Covered Building shall be continued as part of this Project for a period of three years for each Covered Building beginning with the Project Commencement Date and ending on the Project Completion Date. The Project Commencement Date for each Covered Building shall be the latter of (1) the Effective Date of the CA/FO or (2) the exhaustion of existing inventories of “standard bulbs” (including those ordered but not as yet delivered) at any particular Covered Building. The Project Completion Date for each Covered Building shall be the third anniversary date of the Project Commencement Date for such Covered Building. Respondent shall not dispose of functional light bulbs (*i.e.*, working, usable, not-spent bulbs), whether “standard bulbs” or “low-mercury” bulbs, by recycling.
7. Within one-hundred (120) days after the first anniversary date of the Project Commencement Date and of each such anniversary date thereafter until the Project shall have been completed for all Covered Buildings, Respondent shall submit the Project Progress Reports to: Carl F. Plössl, CHMM, Environmental Engineer, RCRA Compliance Branch, Division of Enforcement and Compliance

Assistance, U.S. Environmental Protection Agency- Region 2, 290 Broadway, 21st Floor, 10007-1866. Each Project Progress report shall include for the year preceding such anniversary date: (1) annual quantity of fluorescent bulbs removed from the wastestream; (2) estimated annual quantity of mercury removed from the wastestream through recycling; and (3) a description of any problems encountered during the performance of the Project and the solutions to those problems. In estimating the quantity of mercury as provided in clause two (2) above and in other reports to be provided under the CA/FO, including the Project Completion Report as provided in paragraph “8” below, GSA may, in good faith, rely on the manufacturer’s specifications or representations without performing any independent tests.

8. GSA shall submit a Project Completion Report within one hundred twenty (120) days after the completion of the Project at all Covered Buildings to: Carl F. Plössl, CHMM, Environmental Engineer, RCRA Compliance Branch, Division of Enforcement and Compliance Assistance, U.S. Environmental Protection Agency-Region 2, 290 Broadway, 21st Floor, 10007-1866. The Project Completion Report shall contain at least the following information: (1) a detailed description of the Project as implemented; (2) a description of any problems encountered and the solutions thereto and any lessons learned; and (3) a description of the environmental and public benefits resulting from implementation of the Project with quantification of the benefits and pollutant reductions if feasible including the amount of mercury removed from the wastestream and the amount of mercury containing fluorescent bulbs that were recycled on an annual basis. In estimating the quantity of mercury in the Completion Report (as well as in other reports to be provided under this CA/FO), GSA may in good faith rely on manufacturer’s specifications of the mercury contained in its products.
9. In all documents or reports Respondent submits to EPA pursuant to the terms and conditions of this Consent Agreement, including the Project Progress Reports and the Project Completion Report, Respondent shall, by an appropriate official sign and submit to EPA a certification that the information contained in such document or report is true, accurate and correct by signing the following statement:

“I certify that, to the best of my knowledge and belief, the information contained in or accompanying this document is true, accurate, and complete. In making this statement, I have not made an independent review of all statements contained therein and have relied in good faith on information, statements, and representations furnished to me by employees or contractors of GSA. Based upon my inquiry of the person or persons (or the supervisors of such persons) directly responsible for gathering the information

contained in or accompanying this document or the information submitted, this document is, to the best of my knowledge and belief, true, accurate, and complete.”

10. Respondent recognizes that EPA, under the authority of Section 3007 of the Act, 42 U.S.C. § 6927, has the right to inspect any Covered Buildings situated within the jurisdiction of GSA Region 2 at reasonable times in order to confirm compliance with the Act and that the Project is being performed properly and is in conformity with the representations made herein. EPA acknowledges that GSA does not control access to space within the Covered Buildings that GSA has leased to other federal agencies.
11. Within ten (10) calendar days of a request for inspection of documentation by EPA, Respondent shall provide access to EPA in one central location at its Region 2 main office and shall thereafter at that one central location maintain legible copies of documentation concerning the development and implementation of the Project, and documentation supporting information in reports submitted to EPA pursuant to this CA/FO. Respondent shall grant EPA and its authorized representatives access to such documentation and shall provide copies of such documentation to EPA within twenty (20) calendar days of Respondent’s receipt of a request by EPA for such information (or if EPA and GSA agree that it is impractical for GSA to make copies, Respondent shall permit EPA to examine such documentation and to, itself, make copies at GSA’s offices) or within such additional time as approved by EPA, in writing. The provisions of this paragraph shall remain in effect for four (4) years from the Effective Date of this CA/FO or two (2) years from the satisfactory completion of the Project, whichever is later.
12. Respondent further agrees that a copy of this CA/FO and a summary of the Project Proposal shall be forwarded by Respondent to all of its GSA Regional 2 local Property Management Offices in such detail that they may understand and carry out the Project.
13. (a). In the event that Respondent fails to comply with the requirements in paragraph “2” above (covering compliance), fails to perform the Project as specified in paragraph “6” above, or performs the Project but fails within ten days after notice from EPA to provide a Project Progress Report or a Project Completion Report as described in paragraphs “7” to “8” above, Respondent shall be liable for stipulated penalties for these violations. The stipulated penalties shall accrue as follows:

STIPULATED PENALTY AMOUNTS

<u>Period of Failure to Comply</u>	<u>Penalty Per Day</u>
1st to 20th day	\$50
21th to 60th day	\$100
Each day in excess of 60 days	\$500

(b) Stipulated penalties above shall begin to accrue on the day after performance is due (“stipulated penalty due date”), and shall continue to accrue through the final day of the completion of the activity. Unless Respondent provides EPA with a written explanation pursuant to paragraph “16” below, all stipulated penalties are due and payable within thirty (30) days of the Respondent’s receipt from EPA of a written demand for payment of the penalties. The method of payment shall be in accordance with the provisions of paragraph “5” above. A late payment handling charge will be assessed in the same manner and in the same amounts as specified in paragraph “5” above. Penalties shall accrue as provided above regardless of whether EPA has notified the Respondent of the violation or made a demand for payment, but need only be paid upon demand.

14. The Director of the Division of Enforcement and Compliance Assistance, EPA Region 2 (“DECA”), or her representative, may grant an extension or further extensions of the date of performance established in this CA/FO with regard to the Project and/or the Project Progress and Completion Reports, if good cause exists for such extension including, but not limited to, failures arising from causes beyond the reasonable contemplation of the parties and beyond the reasonable control and without fault or negligence of the Respondent. If Respondent submits a request for extension, such request shall be accompanied by supporting documentation and be submitted to EPA no later than fourteen (14) calendar days prior to any due date (or such later date if the grounds for such extension was not reasonably known to GSA at such time) set forth in this Consent Agreement, or other deadline established pursuant to this Consent Agreement. Such extension, if any, shall be approved in writing and shall not be unreasonably withheld or delayed.
15. The determination of whether the Project as described in paragraph “6” above, and/or the Project Progress and Completion Reports as described in paragraphs “7” and “8” above, have each been satisfactorily completed, whether the Respondent has made a good faith, timely effort to implement the Project and whether the Respondent has complied with all the terms of the CA/FO shall be in the discretion of EPA, such discretion to be reasonably and in good faith exercised. Should EPA have any concerns about the satisfactory completion of the Project and/or the Project Progress and Completion Reports, EPA will communicate those concerns to Respondent and provide it with an opportunity to

respond and cure as provided in paragraph “13(a)” above. If EPA makes a determination that the Project has been satisfactorily completed, it will provide Respondent with written confirmation of the determination within a reasonable amount of time. Such determination by EPA shall not be unreasonably withheld or delayed.

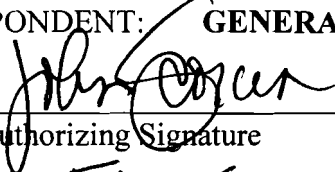
16. After receipt of a demand from EPA for stipulated penalties pursuant to paragraph “13” above, Respondent shall have twenty (20) calendar days in which to provide Complainant with a written explanation of why it believes that a stipulated penalty is not appropriate for the cited violation(s) of this Consent Agreement (including any technical or other information that Respondent deems relevant).
17. The Director of DECA, Region 2 may reduce or eliminate any stipulated penalty due if Respondent has in writing demonstrated to EPA’s reasonable satisfaction good cause for such action. If, after review of Respondent’s submission pursuant to the preceding paragraph, Complainant determines that Respondent has failed to comply with the provisions of this Consent Agreement, and Complainant does not eliminate the stipulated penalties demanded, Complainant will notify Respondent, in writing, that either the full stipulated penalty or a reduced stipulated penalty must be paid by Respondent. Respondent shall pay the stipulated penalty amount indicated in EPA’s notice within thirty (30) calendar days of its receipt of such written notice from EPA.
18. Failure of Respondent to pay any stipulated penalty required to be paid by Respondent pursuant to this Consent Agreement may result in further action for collection or other appropriate action without prejudice to the right of GSA to oppose, contest, or challenge such referral, collection, or action or any determination upon which such referral is made so long as GSA does not contest the terms of this Consent Agreement.
19. If in the future EPA believes that any of the information certified to, pursuant to paragraph “9” above, is inaccurate, EPA will so advise the Respondent of its belief and its basis, and will afford Respondent an opportunity to submit comments to EPA. If EPA, still believes that a certification was inaccurate, EPA shall have such remedies as are available to it by law.
20. Nothing in this Consent Agreement shall be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, 31 U.S.C. § 1341, or other applicable law.
21. This Consent Agreement is being voluntarily entered into by the parties in full and final settlement of all civil liabilities (provided Respondent complies with the terms and conditions set forth in this Consent Agreement) that attach or might

have attached to Respondent as a result of the violations alleged in the Complaint bearing Docket Number RCRA-02-2007-7103.

22. The provisions of this Consent Agreement shall be binding upon both EPA and GSA along with their authorized representatives and successors. If GSA transfers ownership or exclusive control, management, or administration of any Covered Building during the term of the Project, then the obligations of GSA to further perform the Project obligations as provided in paragraph 6(b) above, with respect to such Covered Building shall terminate as of the date of such transfer. GSA shall, however, still be obligated to implement the Project as described in paragraph "6" above, at the remaining Covered Buildings.
23. Full payment of the civil penalty and performance of the Project as set forth in this settlement pursuant to 40 C.F.R. § 22.18(b) shall resolve all of GSA's liabilities to the EPA pursuant to 40 C.F.R. § 22.31(a), for federal civil liabilities for the violations which were alleged in the Complaint issued in this case.
24. GSA explicitly waives its right to request or to seek any Hearing on the terms and conditions set forth in the Consent Agreement and its accompanying Final Order and/or the Findings of Fact and Conclusions of Law, above.
25. GSA waives any rights it may have pursuant to 40 C.F.R. § 22.8 to be present during discussions with or to be served with, and to reply to any memorandum or communication addressed to, the Regional Administrator or the Deputy Regional Administrator, where the purpose of such discussion, memorandum, or communication is to discuss a proposed settlement of this matter or to recommend that such official accept this Consent Agreement and issue the attached Final Order.
26. For the purposes of this proceeding only, Respondent hereby expressly waives any right it may have to confer with the Administrator pursuant to RCRA § 6001(b)(2), 42 U.S.C. § 6961(b)(2).
27. The undersigned signatories for GSA and EPA each certify that he or she is duly and fully authorized to enter into this Consent Agreement and all the terms and conditions set forth in this Consent Agreement.
28. GSA consents to the service of this Consent Agreement and Final Order by an EPA employee other than the Regional Hearing Clerk.
29. This Consent Agreement and Final Order shall become effective and binding upon the parties on the date that it is filed with the Regional Hearing Clerk, U.S. EPA Region 2, New York, New York.

30. Each party hereto agrees to bear its own costs and fees in this matter.

RESPONDENT: **GENERAL SERVICES ADMINISTRATION,**

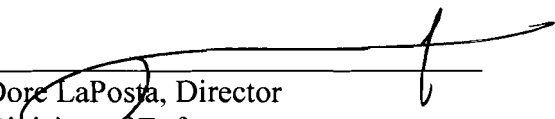
BY: 
Authorizing Signature

NAME: John Scorcio
(PLEASE PRINT)

TITLE: Assistant Regional Administrator

DATE: 12/17/07

COMPLAINANT:


Dore LaPosta, Director
Division of Enforcement
and Compliance Assistance
U.S. Environmental Protection Agency - Region 2
290 Broadway
New York, NY 10007

DATE DECEMBER 19, 2007

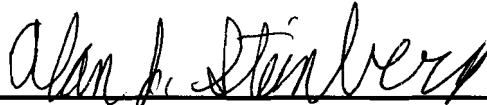
In the Matter of General Services Administration,
Docket No. RCRA-02-2007-7103

FINAL ORDER

The Regional Administrator of EPA, Region 2 (or anyone duly delegated to act on his behalf), concurs in the foregoing Consent Agreement in the case of *In the Matter of General Services Administration*, bearing Docket No. RCRA-02-2007-7103. Said Consent Agreement having been duly accepted and entered into by the parties, is hereby ratified, incorporated into and issued, as this Final Order, which shall become effective 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: 12-26-07,

New York, New York



Alan J. Steinberg
Regional Administrator
U.S. Environmental Protection Agency -
Region 2
290 Broadway
New York, New York 10007-1866

In the Matter of General Services Administration,
Docket No. RCRA-02-2007-7103

CERTIFICATE OF SERVICE

I certify that I have this day caused to be sent the foregoing fully executed CONSENT AGREEMENT and FINAL ORDER, bearing the above-referenced docket number, in the following manner to the respective addressees below:

Original and One Copy

By Hand:

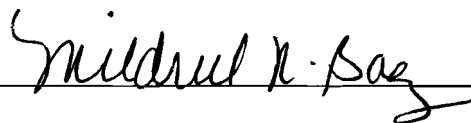
Karen Maples
Regional Hearing Clerk
U.S. Environmental Protection
Agency - Region 2
290 Broadway, 16th floor
New York, New York 10007-1866

Copy by Certified Mail,
Return Receipt Requested:

Mark Johnson, Esq.
Assistant Regional Counsel
Office of Regional Counsel
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