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

IN THE MATTER OF:	)	
	)	
Waste Management of Iowa, Inc.,	)	**CONSENT AGREEMENT AND FINAL ORDER**
	)	
Respondent.	)	
	)	**Docket No.** RCRA-07-2018-0248
Proceeding under Sections 3008(a) of the Resource Conservation and Recovery Act as amended, 42 U.S.C. § 6928(a)	)	
	)	
	)	
	)	

I. PRELIMINARY STATEMENT

The U.S. Environmental Protection Agency (EPA), Region 7 (Complainant) and Waste Management of Iowa, Inc. (hereinafter 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).

II. ALLEGATIONS

Jurisdiction

1. This administrative action is being conducted pursuant to Sections 3008(a) of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (RCRA), and the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. § 6928(a), and in accordance with the Consolidated Rules of Practice.

2. This Consent Agreement and Final Order serves as notice that the EPA has reason to believe that Respondent violated Section 3005 of RCRA, 42 U.S.C § 6925, and the standards for owners of treatment, storage and disposal facilities (40 C.F.R. § 264).

Parties

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

4. Respondent is Waste Management of Iowa, Inc., a corporation authorized to operate under the laws of Iowa.

Statutory and Regulatory Framework

5. When 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 of RCRA, 42 U.S.C. § 6928.

6. Section 3005 of RCRA, 42 U.S.C. § 6925(a), requires the Administrator of EPA to promulgate regulations requiring each person owning or operating an existing facility or planning to construct a new facility for the treatment, storage, or disposal of hazardous waste identified or listed under this subchapter to have a permit.

7. The term "owner" means the person who owns a facility or part of a facility. 40 C.F.R. § 260.10.

8. Section 1004(15) of RCRA, 7 U.S.C. § 6903(15), defines "person" as an individual, trust, firm, joint stock company, corporation (including a government corporation), partnership, association, State, municipality, commission, political subdivision of a State, or any interstate body and shall include each department, agency, and instrumentality of the United States.

9. The term "facility" means all contiguous land, and structures, other appurtenances, and improvements on the land, used for treating, storing, or disposing of hazardous waste, or for managing hazardous secondary materials prior to reclamation. 40 C.F.R. § 260.10.

10. The term "storage" means the holding of hazardous waste for a temporary period, at the end of which the hazardous waste is treated, disposed of, or stored elsewhere. 40 C.F.R. § 260.10.

11. The term "disposal" means the discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste or hazardous waste into or on any land or water so that such solid waste or hazardous waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including ground waters. 40 C.F.R. § 260.10.

12. Pursuant to 40 C.F.R. § 261.2(a)(1), a "solid waste" is any discarded material that is not excluded under 40 C.F.R. § 261.4(a).

13. Pursuant to 40 C.F.R. § 261.3(a)(2)(i), a "hazardous waste" is a solid waste, as defined in § 261.2, if it exhibits any of the characteristics of hazardous waste identified in subpart C of Part 261.

14. The term "cathode ray tube" or "CRT" is defined as a vacuum tube, composed primarily of glass which is the visual or video display component of an electronic device. A used, intact CRT means a CRT whose vacuum has not been released. A used, broken CRT means glass removed from its housing or casing whose vacuum has been released. 40 C.F.R. § 260.10.

15. The regulation at 40 C.F.R. §261.4(a), identifies materials that are not solid wastes for purposes of Part 261, Identification and Listing of Hazardous Waste. Specifically, 40 C.F.R. § 261.4(a)(22) sets forth the following provisions:

a. Used, intact CRTs as defined in § 260.10 of this chapter are not solid wastes within the United States unless they are disposed, or unless they are speculatively accumulated as defined in § 261.1(c)(8) by CRT collectors or glass processors.

b. Used, broken CRTs as defined in § 260.10 of this chapter are not solid wastes provided that they meet the requirements of § 261.39.

c. Glass removed from CRTs is not a solid waste provided that it meets the requirements of § 261.39(c).

16. The conditional exclusion for used, broken CRTs and processed CRT glass undergoing recycling is found at 40 C.F.R. § 261.39. This regulation states that used, broken CRTs are not solid wastes if they meet certain conditions. The regulation sets forth conditions: a) prior to processing, b) requirements for used CRT processing, c) processed CRT glass sent to CRT glass making or lead smelting; and d) use constituting disposal.

17. Glass from used CRTs that is used in a manner constituting disposal must comply with the requirements of 40 C.F.R. Part 266, subpart C instead of the requirements of this section. 40 C.F.R. § 261.39(d).

18. The regulation at 40 C.F.R. § 266.22 sets forth the standards applicable to storers of materials that are to be used in a manner that constitutes disposal who are not the ultimate users. Specifically, owners or operators of facilities that store recyclable materials that are to be used in a manner that constitutes disposal, but who are not the ultimate users of the materials, are regulated under all applicable provisions of subparts A through L of parts 264, 265 and 267, and parts 270 and 124 of this chapter and the notification requirement under Section 3010 of RCRA.

19. According to the preamble to CRT rule, televisions and color computer monitors contain an average of four pounds of lead and studies show that CRTs leach lead at levels considerably above the toxicity characteristic regulatory level used to classify lead-containing

wastes as hazardous (40 C.F.R. § 261.24(b)). In addition, CRTs often contain mercury, cadmium, and arsenic in very low concentrations that are unlikely to exceed the toxicity characteristic levels. *See* 71 Fed. Reg. 42930 – 42931 (July 28, 2006).

20. The Toxicity Characteristic Leaching Test (TCLP) regulatory limit for lead is 5 mg/L, as found in subpart C of Part 261, 40 C.F.R. § 261.24.

21. Section 3005(a) of RCRA, 42 U.S.C. § 6925(a), requires the Administrator to promulgate regulations requiring each person owning or operating an existing facility for the treatment, storage, or disposal of hazardous waste identified or listed under this subchapter to have a permit issued pursuant to this subpart.

EPA's General Factual Background

22. Respondent is authorized and operates a business within the state of Iowa. Respondent is considered a "person" as defined in Section 1004(15) of RCRA, 42 U.S.C. § 6903(15).

23. For purposes of this proceeding, Respondent is the owner of a building and property located at 1220 Steuben Street, Sioux City, Iowa (hereinafter Steuben Street Facility).

24. On July 19, 2016, Respondent leased the Steuben Street Facility to Siouxland PC and Electronics Recycling, LLC, Mr. Aaron Rochester, President, for use as a recycling facility (hereinafter "Mr. Rochester" or "Recycletronics"). As part of the recycling process, cathode ray tubes may be processed as described at 40 C.F.R. § 261.39. Other equipment received by Recycletronics was sold to brokers for reuse or recycling.

25. On or about December 13, 2016, EPA conducted an inspection of Mr. Rochester and Recycletronics' operations at the Steuben Street Facility. Mr. Rochester indicated Recycletronics moved to the Steuben Street Facility in September 2016. Mr. Rochester and Recycletronics employed approximately five employees at this location.

26. At the time of the December inspection, neither Mr. Rochester nor Recycletronics had notified EPA of any hazardous waste activity.

27. Mr. Rochester stated that the facility had the capability to process 500 pounds of electronics per day. Mr. Rochester further indicated that during a busy month 13 to 60, 1-cubic-yard cardboard boxes of broken leaded funnel glass can be generated.

28. The inspector observed approximately 300, 1-cubic-yard cardboard containers of leaded glass, unleaded panel glass, and electronics inside the warehouse.

29. Of the 300 containers, at least 5, 1-cubic-yard cardboard containers contained broken CRTs and were labeled with the words "Used Cathode Ray Tubes – Contains Lead Glass" and "Do Not Mix with Other Glass Material" and at least 4, 1-cubic-yard cardboard containers of broken leaded funnel panel glass labeled with the words "Used Cathode Ray Tubes

– Contains Lead Glass" and "Do Not Mix with Other Glass Material". Due to lack of aisle space and safety considerations, the inspector was unable to visually inspect the contents of the remaining containers.

30. The inspector observed approximately 96, 1-cubic-yard cardboard containers of broken leaded funnel glass, unleaded panel glass, and electronics outside the warehouse on the dock. A facility representative indicated that the containers had been on-site since August or September 2016 when they were moved from the previous operating facility located at 3313 Northbrook Drive, Sioux City, Iowa. Due to lack of aisle space and safety considerations, the inspector was unable to visually inspect the contents of each container.

31. The inspector observed a 50-foot long pile, approximately four-feet high, of televisions and computer monitors on the ground on the west side of the dock. According to a Recycletronics employee, the pile had been accumulating for at least four to five weeks.

32. The inspector observed a 100-foot long pile, approximately three feet high, of CRT containing televisions and CRT containing computer monitors on the east side of the dock. The pile contained a minimum of 50, 1-cubic-yard containers of broken glass, intact CRTs, broken CRTs, and electronics. According to an employee, these materials had been accumulating for approximately four to five weeks.

33. Within the 100-foot pile at least 2, 1-cubic-yard containers of broken CRTs were open and unlabeled and at least 1, 1-cubic-yard container of broken glass and one broken CRT that was open, unlabeled and filled with snow.

34. The inspector requested documentation to ascertain whether the leaded CRT glass was being speculatively accumulated pursuant to 40 C.F.R. § 261.39(b)(1) referencing 40 C.F.R. §§ 261.39(a)(4) and 261.1(c)(8).

35. Mr. Rochester did not produce any shipping records and stated that he did not have any electronic shipment records.

36. On April 4-5, 2017, Representatives of EPA conducted XRF screening for lead on glass stored at the Steuben Street Facility and collected a physical sample of leaded glass and non-leaded glass.

37. The physical sample of leaded glass collected from the Steuben Street Facility exceeded the regulatory limit for lead. The analytical results for the leaded glass revealed lead concentrations up to 6.84 mg/L.

38. Based on information collected during the April 2017 inspection, EPA estimates that approximately 1,248,000 pounds of broken leaded glass is stored at the Steuben Street Facility.

39. On November 29, 2017, EPA entered a Consent Agreement and Final Order Order with Siouxland PC and Electronics Recycling, LLC and Aaron Rochester, which requires

cleanup of six illegal storage facilities, including the Steuben Street Facility, created by Mr. Rochester and Recycletronics.

Violations

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

Count 1

Owning or Operating a Treatment, Storage or Disposal Facility Without a RCRA Permit or RCRA Interim Status

41. Complainant hereby incorporates the allegations contained in Paragraphs 22 through 39, above, as if fully set forth herein.

42. Section 3005 of RCRA, 42 U.S.C. § 6925, requires each person owning or operating a facility for the treatment, storage, or disposal of hazardous waste identified or listed under Subchapter C of RCRA to have a permit for such activities.

43. Beginning in 2016, Mr. Rochester and Recycletronics failed to comply with the exemption to the definition of solid waste for CRT glass at the Steuben Street Facility.

44. Sampling revealed the CRT glass contains lead exceeding the hazardous waste toxicity characteristic level at 40 C.F.R. § 261.24.

45. Mr. Rochester and Recycletronics were speculatively accumulating CRT glass at the Steuben Street Facility.

46. At no time has EPA issued a RCRA permit to Mr. Rochester, or to Recycletronics or to Respondent to own or operate a storage facility at the Steuben Street Facility.

47. Respondent is the owner of the Steuben Street Facility.

48. Respondent is not authorized to own a hazardous waste storage facility at the Steuben Street Facility, and therefore is an owner of a hazardous waste treatment, storage or disposal facility without a permit in violation of Section 3005 of RCRA, 42 U.S.C. § 6925 and the implementing regulations found at 40 C.F.R. Part 266.

CONSENT AGREEMENT

49. Respondent and EPA agree to the terms of this Consent Agreement and Final Order and Respondent agrees to comply with the terms of the Final Order portion of this Consent Agreement and Final Order.

50. For purposes of this proceeding, Respondent admits the jurisdictional allegations of this Consent Agreement and Final Order and agrees not to contest EPA's jurisdiction in this proceeding or any subsequent proceeding to enforce the terms of the Final Order portion of this Consent Agreement and Final Order set forth below.

51. Respondent neither admits nor denies the factual allegations set forth in this Consent Agreement and Final Order.

52. Respondent waives its right to contest the allegations set forth above and its right to appeal the Final Order accompanying this Consent Agreement.

53. Respondent and Complainant agree to conciliate the matters set forth in this Consent Agreement and Final Order without the necessity of a formal hearing and to bear its respective costs and attorney's fees.

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

55. This Consent Agreement and Final Order shall resolve Respondent's liability for all allegations of fact and law in this Consent Agreement and Final Order in consideration for the injunctive relief actually performed and documented in response to the RCRA violations and facts alleged in this Consent Agreement and Final Order.

56. The undersigned representative certifies that he or she is fully authorized to enter the terms and conditions of this Consent Agreement and Final Order and to execute and legally bind Respondent to it.

57. Respondent consents to the issuance of this Consent Agreement and Final Order.

Effective Date

58. This Consent Agreement and Final Order shall be effective upon filing of the Final Order by the Regional Hearing Clerk for EPA, Region 7. Unless otherwise stated, all time periods stated herein shall be calculated in calendar days from such date.

Reservation of Rights

59. This Consent Agreement and Final Order shall not in any case affect the right of the Agency or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law. This Consent Agreement and Final Order does not waive, extinguish or otherwise affect Respondent's obligation to comply with all applicable provisions of RCRA and regulations promulgated thereunder.

60. Notwithstanding any other provision of this Consent Agreement and Final Order, EPA reserves the right to enforce the terms of this Consent Agreement and Final Order by initiating a judicial or administrative action under Section 3008 of RCRA, 42 U.S.C. § 6928.

61. Nothing in this Consent Agreement and Final Order prohibits or impacts Respondent's rights and remedies to pursue any party for contribution or cost recovery pursuant to common law or any statutory authority including Sections 7002 and 7003 of RCRA, 42 U.S.C. §§ 6972 and 6973.

62. Respondent shall be liable to EPA for stipulated penalties in the amounts set forth below for failure to comply with the requirements of this Consent Agreement and Final Order, unless excused as a *force majeure*. "Compliance" by Respondent shall include completion of the activities under this Consent Agreement and Final Order or the Work Plan in accordance with all applicable requirements of law, this Consent Agreement and Final Order, and the Work Plan approved by EPA pursuant to this Consent Agreement and Final Order and within the specified time schedules established by and approved under this Consent Agreement and Final Order.

a. The following stipulated penalties shall accrue per violation per day for failure to submit the Work Plan and perform any work as set forth in the approved Work Plan:

   i. Day 1 – 30 of delay $1000/day
   ii. Day 31 – 60 of delay $1500/day
   iii. Day 60 and beyond $2000/day

b. The following stipulated penalties shall accrue per violation per day for failure to submit timely or adequate reports (summary reports and Completion Report):

   i. Day 1 – 30 of delay $750/day
   ii. Day 2 – 60 of delay $1000/day
   iii. Day 61 and beyond $1250/day

63. All stipulated penalties shall begin to accrue on the day after the complete performance is due or the day a violation occurs, and shall continue to accrue through the final day of the correction of the noncompliance or completion of the activity. The payment of penalties shall not alter in any way Respondents' obligation to complete performance of the Work required under this Consent Agreement and Final Order. All stipulated penalties shall be due within thirty (30) days of receipt of a notification of noncompliance. Such notification shall describe the noncompliance, indicate the amount of stipulated penalties due, and provide payment information.

64. Respondent agrees to perform all requirements of this Consent Agreement and Final Order within the time limits established under this Consent Agreement and Final Order, unless the performance is delayed by a *force majeure*. For purposes of this Consent Agreement and Final Order, a *force majeure* is defined as any event arising from causes beyond the control

of Respondent, or of any entity controlled by Respondent, including but not limited to its contractors and subcontractors, which delays or prevents performance of any obligation under this Consent Agreement and Final Order despite Respondent's best efforts to fulfill the obligation. *Force majeure* does not include financial inability to complete the Work or increased cost of performance. If any event occurs that may delay the performance of any obligation under this Consent Agreement and Final Order, whether or not caused by a *force majeure* event, Respondent shall notify EPA orally within 48 hours of when Respondent first knew that the event might cause a delay. Within seven (7) working days thereafter, Respondent shall notify EPA in writing identifying: 1) the cause of any delay or other condition which may prevent compliance with this Consent Agreement and Final Order; 2) the anticipated duration of the delay and time to comply; 3) such other information as EPA may reasonably request; and 4) a statement as to whether, in the opinion of Respondent, such event may cause or contribute to an endangerment to public health, welfare or the environment. If EPA agrees that the delay or anticipated delay is attributable to a *force majeure* event, the time for performance of the obligations, which may include the delayed event and subsequent obligations, under this Consent Agreement and Final Order that are affected by the *force majeure* event will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the *force majeure* event shall not, of itself, extend the time for performance of any other obligation. If EPA does not agree that the delay or anticipated delay has been or will be caused by a *force majeure* event, EPA will notify Respondent in writing of its decision. If EPA agrees that the delay is attributable to a *force majeure* event, EPA will notify Respondents in writing of the length of the extension, if any, for performance of the obligations affected by the *force majeure* event.

65. Dispute Resolution.

a. Unless otherwise expressly provided for in this Consent Agreement and Final Order, the dispute resolution procedures of this Section shall be the exclusive mechanism for resolving disputes arising under this Consent Agreement and Final Order. The Parties shall attempt to resolve any disagreements concerning this Consent Agreement and Final Order expeditiously and informally.

b. If Respondents object to any EPA action taken pursuant to this Consent Agreement and Final Order, they shall notify EPA in writing of their objection(s) within fourteen (14) days after such action, unless the objection(s) has/have been resolved informally. EPA and Respondent shall have thirty (30) days from EPA's receipt of Respondent's written objection(s) to resolve the dispute through formal negotiations (the "Negotiation Period"). The Negotiation Period may be extended at the sole discretion of EPA.

c. An administrative record of any dispute under this Section will be maintained by EPA. The record shall include the written notification of such dispute, statements of position, if any, and EPA's response thereto.

d. Any agreement reached by the parties pursuant to this Section shall be in writing and shall, upon signature by both parties, be incorporated into and become an enforceable part of this Consent Agreement and Final Order. If the Parties are unable to reach an agreement within the Negotiation Period, the Director of EPA Region VII's Air and Waste Management Division will issue a written decision on the dispute to Respondent. EPA's decision shall be incorporated into and become an enforceable part of this Consent Agreement and Final Order. Respondent's obligations under this Consent Agreement and Final Order shall not be tolled by submission of any objection for dispute resolution under this Section. Following resolution of the dispute, as provided by this Section, Respondent shall fulfill the requirement that was the subject of the dispute in accordance with the agreement reached or with EPA's decision, whichever occurs.

e. Stipulated penalties assessed according to Paragraphs 62 and 63 with respect to the disputed matter shall continue to accrue but payment shall be stayed pending resolution of the dispute. Notwithstanding the stay of payment, stipulated penalties shall accrue from the first day of noncompliance with any applicable provision of the Order. In the event that Respondent does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Paragraphs 62 and 63.

66. Except as expressly provided herein, nothing in this Consent Agreement and Final Order 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 the Steuben Street Facility.

67. Notwithstanding any other provisions of the Consent Agreement and Final Order, 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 the Steuben Street Facility may present an imminent and substantial endangerment to human health and the environment.

68. The headings in this Consent Agreement and Final Order are for convenience of reference only and shall not affect interpretation of this Consent Agreement and Final Order.

69. The provisions of this Consent Agreement and Final Order shall be deemed satisfied and terminated upon Complainant's written determination, in response to Respondent's submission of a Completion Report, that Respondent has fully implemented the actions required in the Final Order.

FINAL ORDER

A. Work To Be Performed

1. The parties agree that it is in the public interest for the Respondent to proceed with removing waste and recyclable materials from the Steuben Street Facility.

2. Within thirty (30) days of the effective date of this Final Order, Respondent shall notify EPA of the name and qualifications of its selected Project Manager. To the greatest extent possible, Respondent's Project Manager shall be readily available during all work to be performed hereunder. Respondent's Project Manager shall have the authority to act on behalf of Respondent. 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 Consent Agreement and Final Order.

3. Respondent shall apply for an EPA Identification Number for the Steuben Street Facility pursuant to 40 C.F.R. § 262.12 and notify EPA of the number within fourteen (14) days of the effective date of the Final Order.

4. Respondent agrees to allow EPA and IDNR and/or their contractors access to the Steuben Street Facility in order to observe work performed pursuant to this Consent Agreement and Final Order.

5. Within forty-five (45) days of the effective date of this Final Order, Respondent shall submit to EPA a Work Plan for the management and disposal of hazardous waste, special waste and recyclable waste located at the Steuben Street Facility. In general, the Work Plan shall describe how intact, used, broken, and/or crushed CRT glass will be transported off-site to a permitted hazardous waste treatment, storage or disposal facility, and/or recycling facility, in accordance with all applicable federal, state and local regulations. The Work Plan shall also describe how non-hazardous waste stored at this location will be managed and properly disposed and/or recycled in accordance with RCRA. The Work Plan shall include:

   a. The name and qualifications of Respondent's selected Contractor to carry out all activities set forth herein. All work performed under this Final Order shall be under the direction and supervision of a professional engineer licensed in the state of Iowa or other Iowa licensed environmental professional with expertise in environmental investigations and remediation.

   b. The names and qualifications of any other Contractors or Subcontractors retained to perform work under this Final Order.

   c. The names, addresses, and EPA identification Numbers of the transporter(s), recycling facilities and/or TSD facility(ies) that will be used for transportation and disposal.

d. A detailed description of how used, broken CRTs will be managed while onsite, while being transported, disposed and/or recycled in accordance with RCRA.

e. A detailed description of how unprocessed, intact CRTs will be disposed and/or recycled.

f. A schedule for implementation of all activities described in the Work Plan, including timeframes for shipments to disposal or recycling facilities.

g. Identification of project milestones for purposes of providing summary reports to EPA under Paragraph 7 below.

h. A description of how the building will be cleaned and the plan for confirmation testing.

i. A Health and Safety Plan (HASP) to ensure the safety of the individuals working on the management and disposal of used, broken CRTs that are not containerized or are in containers which are in poor condition. The HASP shall be consistent with applicable Occupational Safety and Health Administration regulations. The HASP will not be subject to EPA approval or disapproval.

j. A provision that e-mail notification shall be sent to the EPA representative identified in Paragraph 9 below, five (5) days before any on-site work at the Steuben Street Facility in order to allow EPA or its representatives to observe work being performed. Respondent shall describe in the email the work expected to be performed and the date, times and location of the work.

6. The Work Plan shall be reviewed by EPA. EPA will review and either approve the Work Plan, provide comments, or approve the Work Plan with comments. Respondent shall implement the Work Plan as approved or as approved with comments. If EPA provides comments, Respondent shall resubmit the work plan addressing the comments within thirty (30) days of receipt of the comments, or at a date agreed to by the parties. Failure to implement the approved Work Plan shall constitute a violation of this Final Order.

7. Respondent shall submit to EPA a summary report within fifteen (15) days of completion of milestones identified in the Work Plan that includes the following information as to the reporting period:

a. A description of work performed;

b. The date of each shipment of hazardous waste, special waste or recyclable material;

c. The names and EPA Identification Numbers of the transporter(s) and disposal and/or recycling facilities utilized for each shipment;

d. The total amount of hazardous waste or special waste disposed or CRT glass recycled, if any;

e. A legible copy of the hazardous waste manifest generated for each shipment of hazardous waste and a legible copy of the bill of lading generated for each shipment of special waste or CRT glass recycled; and

f. A certification from Respondent as to the accuracy of the monthly summary report. The certification shall read:

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.

For reporting purposes, milestones may include, but are not limited to, 1) removal of all outdoor waste, 2) removal of special waste within the building, 3) removal of crushed glass, and 4) Completion Report.

8. Within one hundred twenty (120) days of the final shipment, Respondent shall submit to EPA a Completion Report that includes all of the following:

a. A list of the date and manifest number and/or bill of lading for each shipment of hazardous waste, special waste, or CRT glass recycled, if any;

b. A legible copy of all hazardous waste manifests or bills of lading not previously provided for shipments of hazardous waste, special waste, or CRT glass recycled, if any;

c. A summary of the total amount of hazardous waste and special waste disposed and CRT glass recycled, if any;

d. A summary of the actual total cost of Respondent's performance of the actions described in the Completion Report. These costs should be supported by legible copies of all invoices, bills, and receipts along with documentation that all costs have been paid by Respondent. Respondent may make a claim of Confidential Business Information pursuant to 40 C.F.R. Part 2. This submission may be submitted as a separate document.

e. A certification from Respondent as to the accuracy of the Completion Report. The certification shall be identical to the certification in Paragraph 7(f) above.

9. EPA will conduct an inspection of the Steuben Street Facility within sixty (60) days of EPA's receipt of the Completion Report to verify that all hazardous waste, special waste and CRT glass has been removed. If EPA finds that the work has not been completed satisfactorily, Respondent shall submit a supplemental Work Plan in accordance with Paragraphs 5-8 above for the remaining work as described by EPA. If EPA finds that the work has been completed satisfactorily, EPA will approve the Completion Report.

10. Respondent shall submit all documentation generated to comply with the requirements as set forth in Paragraphs 5-8 above to the following address:

If by U.S. mail, Federal Express, or overnight delivery:

Rebecca Wenner, AWMD/WEMM
U.S. Environmental Protection Agency, Region 7
11201 Renner Boulevard
Lenexa, Kansas 66219
If by email: *Wenner.Rebecca@epa.gov*

B. Parties Bound

11. The Final Order portion of this Consent Agreement and Final Order shall apply to and be binding upon Respondent and Respondent's agents, successors and/or assigns.

COMPLAINANT:

U.S. ENVIRONMENTAL PROTECTION AGENCY

7/16/18
Date

Mary Goetz, Branch Chief
Waste Enforcement and Materials Management Branch
Air and Waste Management Division

7/16/18
Date

Kelley Catlin
Office of Regional Counsel

RESPONDENT:

WASTE MANAGEMENT OF IOWA, INC.

7-11-18
Date

Thomas J. Beaulieu, Jr.
Vice President
Waste Management of Iowa, Inc.

IT IS SO ORDERED. This Final Order shall become effective upon filing.

July 17, 2018
Date

Karina Borromeo
Karina Borromeo
Regional Judicial Officer

CERTIFICATE OF SERVICE

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

Copy via Email to Complainant:

Kelley Catlin, Office of Regional Counsel, U.S. EPA, Region 7.

Copy via Email to Respondent:

Parthy Evans, Stinson Leonard Street LLP.

Copy via Email to the States of Iowa and Nebraska:

Amie Davidson, Chief
Contaminated Sites Section
Iowa Department of Natural Resources

David Haldeman, Administrator
Waste Management Division
Nebraska Department of Environmental Quality

Jeff Edwards
Nebraska Department of Environmental Quality

Nebraska Electronic Docket
NDEQ.epainspections@nebraska.govmailto:NDEQ.epainspections@nebraska.gov

Dated this 19 day of July, 2018.

Lisa Haugen
Signed