

EPA ENFORCEMENT ACCOUNTS RECEIVABLE CONTROL NUMBER FORM FOR ADMINISTRATIVE ACTIONS

This form was originated by Wanda L. Santiago for Timothy M. Conway
Name of Case Attorney

12/3/15
Date

in the ORC (RAA) at 918-1115
Office & Mail Code Phone number

Case Docket Number TSCA-D1-2015-0049

Site-specific Superfund (SF) Acct. Number _____

This is an original debt _____ This is a modification

Name and address of Person and/or Company/Municipality making the payment:

Robert J. Smith
G & S Scrap Metal LLC
444 Nutmeg Road North
South Windsor, CT 06074

Total Dollar Amount of Receivable \$ 22,500 Due Date: _____

SEP due? Yes _____ No Date Due _____

Installment Method (if applicable)

INSTALLMENTS OF:

- 1st \$ _____ on _____
- 2nd \$ _____ on _____
- 3rd \$ _____ on _____
- 4th \$ _____ on _____
- 5th \$ _____ on _____

For RHC Tracking Purposes:

Copy of Check Received by RHC _____ Notice Sent to Finance _____

TO BE FILLED OUT BY LOCAL FINANCIAL MANAGEMENT OFFICE:

IFMS Accounts Receivable Control Number _____

If you have any questions call: _____
in the Financial Management Office

Phone Number _____



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
NEW ENGLAND REGION

December 3, 2015

Wanda Santiago
Paralegal/Regional Hearing Clerk
U.S. Environmental Protection Agency
Region I
5 Post Office Square
Boston, Massachusetts 02109



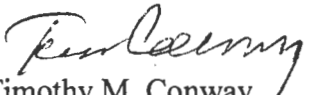
Re: G&S Scrap Metal LLC, Respondent
Docket No. TSCA-01-2015-0049

Dear Ms. Santiago:

Enclosed for filing in the above-referenced matter, please find the original and one copy of the executed Consent Agreement and Final Order in this matter.

Thank you for your assistance in this matter.

Very truly yours,


Timothy M. Conway
Senior Enforcement Counsel

Enclosures

cc:
John Bashaw, Esquire

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1

_____))
IN THE MATTER OF))
G&S Scrap Metal LLC))
444 Nutmeg Road North) Docket No. TSCA 01-2015-0049
South Windsor, CT 06074))
))
Proceeding under Section))
16(a) of the Toxic Substances Control Act))
_____)

CONSENT AGREEMENT

A. PRELIMINARY STATEMENT

1. This is an administrative penalty assessment proceeding brought under Section 16(a) of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. §2615(a), and Sections 22.13 and 22.18 of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (“Consolidated Rules”), as codified at 40 C.F.R. Part 22.
2. Complainant is the United States Environmental Protection Agency, Region 1 (the “EPA”). On the EPA’s behalf, Joanna Jerison, Legal Enforcement Manager, Office of Environmental Stewardship, is delegated the authority to settle civil administrative penalty proceedings under Section 16(a) of TSCA.
3. Respondent is G&S Scrap Metal LLC. Respondent is a “person” as defined in 40 C.F.R. § 761.3.
4. Complainant and Respondent, having agreed that settlement of this action is in the public interest, consent to the entry of this consent agreement (“Consent Agreement” or “Agreement”) and the attached final order (“Final Order” or “Order”) without adjudication of any issues of law or fact herein, and Respondent agrees to comply

RECEIVED
DEC 03 2015
EPA ORC WS
Office of Regional Hearing Clerk

with the terms of this Consent Agreement and Final Order. Subject to Paragraph 16 of this Agreement, Respondent neither admits nor denies specific allegations in this Agreement.

B. JURISDICTION

5. This Consent Agreement is entered into under Section 16(a) of TSCA 15 U.S.C. § 2615(a), and the Consolidated Rules, 40 C.F.R. Part 22.
6. This Consent Agreement simultaneously commences and concludes the cause of action described herein, pursuant to 40 C.F.R. §§ 22.13(b) and 22.18(b). The Regional Judicial Officer is authorized to ratify this Consent Agreement which memorializes a settlement between Complainant and Respondent. 40 C.F.R. §§ 22.4(a) and 22.18(b).

C. ALLEGED FACTS AND VIOLATIONS OF LAW

EPA alleges the following:

7. Respondent owns and operates the G&S Scrap Metal facility at 444 Nutmeg Road North, South Windsor, Connecticut (the "Facility"). The Facility includes, among other things, two oil-water separators, a lagoon, asphalt and concrete staging, and processing and storage areas. Respondent collected quarterly storm water run-off sample data to comply with Respondent's General Permit for Discharge of Stormwater Associated with Industrial Activity issued by the Connecticut Department of Energy and Environmental Protection ("CTDEEP").
8. On or about March 31, 2014, Respondent received laboratory results from quarterly sampling. The laboratory results included detection of certain polychlorinated

biphenyls (“PCBs”) at 2.8 parts per billion (“ppb” or “ug/l”) in surface water at outfall-002 at the Facility.

9. On or about June 30, 2014, Respondent received laboratory results from follow-up sampling. The laboratory results included detection of certain PCBs at 56 parts per million (“ppm” or “mg/kg”) in sediment from an oil/water separator and 18 ppb in surface water at the Facility. On or about August 1, 2014, Respondent received laboratory results from further sampling of the lagoon and surface water at the Facility. The laboratory results included detection of certain PCBs up to 310 ppm in sediment from the lagoon, up to 2.8 ppb in water from outfall-01 and up to 10 ppb in water from outfall-2.
10. Pursuant to 40 C.F.R. § 761.50(a), any person storing or disposing of PCB waste must do so in accordance with 40 C.F.R. §§ 761.50 through 761.79. Also, pursuant to 40 C.F.R. § 761.50(a)(4), spills and other uncontrolled discharges of PCBs at concentrations of greater than 50 ppm constitute the disposal of PCBs.
11. Pursuant to 40 C.F.R. § 761.50(b), any person removing PCB liquids from use must dispose of them in accordance with 40 C.F.R. § 761.60(a).
12. Pursuant to 40 C.F.R. § 761.60(a), PCB liquids in concentrations equal to or greater than 50 ppm must be disposed of in an incinerator which complies with 40 C.F.R. § 761.70, except PCB liquids at concentrations equal to or greater than 50 ppm and less than 500 ppm may be disposed of using other specified methods.
13. At the Facility, certain PCBs were detected in the lagoon, oil/water separator, and outfalls. Sediments from the lagoon and oil/water separator contained PCBs at 50 ppm or greater.

14. One or more times from approximately August 2009 until August 2014, Respondent did not properly dispose of certain PCB liquids in the Facility, in accordance with the requirements of 40 C.F.R. § 761.60(a).
15. Accordingly, Respondent's failure to properly dispose of PCB liquids at a concentration equal to or greater than 50 ppm at the Facility violated Section 15 of TSCA and 40 C.F.R. §§ 761.50(a) and 761.60(a).

D. TERMS OF CONSENT AGREEMENT

16. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondent:
 - (a) admits that the EPA has jurisdiction over the subject matter alleged in this Agreement;
 - (b) neither admits nor denies the specific factual allegations of Section C of this Agreement;
 - (c) consents to the assessment of a civil penalty as stated below;
 - (d) consents to the issuance of any specified compliance or corrective action order;
 - (e) consents to the conditions specified in this Agreement;
 - (f) waives any right to contest the alleged violations of law set forth in Section C of this Agreement; and
 - (g) waives its rights to appeal the Order accompanying this Agreement.
17. For the purpose of this proceeding, Respondent:

- (a) waives any and all remedies, claims for relief and otherwise available rights to judicial or administrative review that Respondent may have with respect to any issue of fact or law in this Order;
- (b) consents to personal jurisdiction in any action to enforce this Agreement or Order, or both, in the United States District Court for the District of Connecticut; and
- (c) waives any rights it may possess at law or in equity to challenge the authority of the EPA to bring a civil action in a United States District Court to compel compliance with the penalty provisions of the Agreement or Order, or both, and agrees that federal law shall govern in any such civil action.

18. Penalty Payment

- (a) EPA has compromised the maximum civil penalty of \$37,500 per day per violation authorized in this matter, applying the factors set forth in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), and the 1990 Polychlorinated Biphenyls (PCB) Penalty Policy issued by EPA, considering Respondent's relative lack of culpability, good faith effort to comply, and agreement to perform the non-penalty obligations in Appendix 1 to this Agreement. Pursuant to TSCA § 16(a)(1)(C), 15 U.S.C. § 2615(a)(1)(C), EPA may compromise, modify, or remit, with or without conditions, any civil penalty which may be imposed under this subsection.

- (b) In light of the particular facts and circumstances of this matter, with specific reference to the statutory factors of Section 15(a) of TSCA, 15 U.S.C. § 2615(a), and considering Respondent's relative lack of culpability and good faith effort to comply in this matter, and Respondent's agreement to perform the non-penalty obligations in Appendix 1, EPA has determined that it is fair and proper to assess a civil penalty for the violations alleged in Section C of this Agreement in the total amount of twenty-two thousand, five hundred dollars (\$22,500).
- (c) Respondent agrees to pay the civil penalty of twenty-two thousand, five hundred dollars (\$22,500) ("EPA Penalty") within 60 calendar days of the Effective Date of this Agreement.
- (d) Respondent agrees to make payment by submitting a bank, cashier's, or certified check, to the order of the "Treasurer, United States of America," in the amount of twenty-two thousand, five hundred dollars (\$22,500) to:

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

Respondent shall note the case name and docket number of this action on the check and in an accompanying cover letter, and shall simultaneously provide copies of the check and cover letter to:

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region I
5 Post Office Square
Suite 100, Mail Code ORA18-1
Boston, MA 02109-3912

and

Timothy M. Conway
Senior Enforcement Counsel
U.S. Environmental Protection Agency, Region I
5 Post Office Square
Suite 100, Mail Code OES4-03
Boston, MA 02109

19. If Respondent fails to timely pay any portion of the penalty assessed under this Agreement, the EPA may:

- (a) request the Attorney General to bring a civil action in an appropriate district court to recover the amount assessed, plus interest at currently prevailing rates from the date of the Final Order pursuant to Section 16(a)(4) of TSCA, 15 U.S.C. § 2615(a)(4). Pursuant to 31 U.S.C. § 3717, EPA is entitled to assess interest and penalty on debts owed to the United States and a charge to cover the costs of processing and handling a delinquent claim. Interest will therefor begin to accrue on a civil or stipulated penalty if it is not paid by the last date required. Interest will be assessed at the rate of the U.S. Treasury tax and loan rate in accordance with 31 C.F.R. § 901.9(b)(2). A charge will be assessed to cover the cost of debt collection, including processing and handling costs and attorneys fees. In addition, a non-payment penalty charge of six (6) percent per year compounded annually will be assessed on any portion of the debt which remains delinquent more than ninety (90) days after payment is due. Any such non-payment penalty charge on the debt will accrue from the date the penalty payment becomes due and is not paid, in accordance with 31 C.F.R. § 901.9(d).

- (b) report the debt to a credit reporting agency or use a collection agency pursuant to 40 C.F.R. §§ 13.13 and 13.14;
- (c) collect the debt by administrative offset (i.e., the withholding of money payable by the United States to, or held by the United States for, a person to satisfy the debt the person owes the Government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, 40 C.F.R. Part 13, Subparts C and H; and
- (d) suspend or revoke Respondent's licenses or other privileges granted by EPA; or suspend or disqualify Respondent from doing business with the EPA or engaging in programs the EPA sponsors or funds, 40 C.F.R. § 13.17.

20. Conditions. As a condition of settlement, Respondent agrees to comply with the non-penalty provisions of Appendix 1 (Terms of Compliance) as of the Effective Date of this Agreement. Appendix 1 is attached hereto and incorporated herein by reference. Respondent shall comply with Appendix 1 beginning with the Effective Date of this CAFO. Respondent shall comply with the requirements specified in Appendix 1, as demonstrated through adequate recordkeeping, until such obligations have been completed.

- (a) Except for such extensions of time agreed to by EPA, Respondent shall be liable for stipulated penalties in the amount of \$250 for each day for the first through fifth day for each failure to perform any action required under the provisions of Appendix 1 and \$500 for each day thereafter for each failure to perform any action required under the provision of Appendix 1.

(b) Respondent shall pay stipulated penalties plus any interest due thereupon within fifteen (15) days of receipt of a written demand by EPA for such penalties. The method of payment shall be in accordance with the provisions of Paragraph 18 herein. EPA may, in its sole discretion, elect not to seek stipulated penalties or to compromise any portion of stipulated penalties that accrue pursuant to this CAFO.

21. Respondent agrees that the time period from the Effective Date of this Agreement until all of the conditions specified in Paragraph 20 and Appendix 1 are completed (the "Tolling Period") shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by Complainant on any claims set forth in Section C of this Agreement (the "Tolled Claims"). Respondent shall not assert, plead, or raise in any fashion, whether by answer, motion or otherwise, any defense of laches, estoppel, or waiver, or other similar equitable defense based on the running of any statute of limitations or the passage of time during the Tolling Period in any action brought on the Tolled Claims.
22. The provisions of this Agreement shall apply to and be binding upon Respondent, its officers and directors solely in their corporate capacities and not in their individual capacities, and its successors and assigns. From the Effective Date of this Agreement until the end of the Tolling Period, as set out in Paragraph 21, Respondent must give written notice and a copy of this Agreement to any successors in interest prior to any transfer of ownership or control of any portion of or interest in the Facility. Simultaneously with such notice, Respondent shall provide written notice of such transfer, assignment, or delegation to the EPA. In the event of any such transfer,

assignment, or delegation, Respondent shall not be released by EPA from the obligations or liabilities of this Agreement unless the EPA has provided written approval of the release of said obligations or liabilities.

23. By signing this Agreement, Respondent acknowledges that this Agreement and Order will be fully releasable and available to the public.
24. By signing this Agreement, the undersigned representative of Complainant and the undersigned representative of Respondent each certify that he or she is fully authorized to execute and enter into the terms and conditions of this Agreement and has the legal capacity to bind the party he or she represents to this Agreement.
25. By signing this Agreement, both parties agree that each party's obligations under this Consent Agreement and attached Final Order constitute sufficient consideration for the other party's obligations. Additionally, both parties agree that Complainant's covenant not to sue Respondent and its officers and directors solely in their corporate capacities (stated in Paragraph 30) during the Tolling Period constitutes sufficient consideration for Respondent's obligation to completely perform the non-penalty conditions of this Consent Agreement as stated in Paragraph 20, regardless of whether the covenant not to sue in Paragraph 30 subsequently terminates.
26. By signing this Agreement, Respondent certifies that, to the best of its knowledge, the information and statements that it supplied to EPA in response to EPA's TSCA Subpoena, dated December 8, 2014, were at the time of submission true, accurate, and complete. Respondent acknowledges that there are significant penalties for submitting false or misleading information, including the possibility of fines and imprisonment for knowing submission of such information, under 18 U.S.C. § 1001.

27. Except as qualified by Paragraph 19, each party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding, and specifically waives any right to recover such costs from the other party pursuant to the Equal Access to Justice Act, 5 U.S.C. § 504, or other applicable law.

28. All notices and submissions required by this Order shall be sent to:

If by Respondent:

Marianne Milette
Office of Environmental Stewardship
U.S. Environmental Protection Agency—Region I
Suite 100, Mail Code OES5-4
5 Post Office Square
Boston, MA 02109-3912
or
Milette.marianne@epa.gov

If by EPA:

Robert J. Smith, President
G&S Scrap Metal LLC
444 Nutmeg Road North
South Windsor, CT 06074

With a copy to:

Hansen Cummins
Cummins Envirotech, Inc.
29 Mile Creek Road
Old Lyme, CT 03671

E. EFFECT OF CONSENT AGREEMENT AND ATTACHED FINAL ORDER

29. In accordance with 40 C.F.R. § 22.18(c), completion of the terms of this Consent Agreement and Final Order resolves only Respondent's liability and that of its officers and directors in their corporate capacities for federal civil penalties for the violations and facts specifically alleged in Section C of this Agreement. EPA

reserves all its other criminal and civil enforcement authorities except as stated under Paragraph 30 below.

30. Complainant covenants not to sue Respondent, and Respondent's officers and directors solely in their corporate capacities and not in their individual capacities, for injunctive or other equitable relief for the violations and facts alleged in this matter, but such covenant automatically terminates if and when Respondent fails to timely and satisfactorily complete every condition stated in Paragraph 20 and Appendix 1 (including payment of any stipulated penalties owed). If and when such covenant terminates, the United States at its election may seek to compel performance of the conditions stated in Paragraph 20 in a civil judicial action under TSCA or as a matter of contract. The covenant not to sue becomes permanent upon satisfactory performance of the conditions stated in Paragraph 20.
31. Penalties paid pursuant to this Agreement shall not be deductible for purposes of federal taxes.
32. This Agreement constitutes the entire agreement and understanding of the parties and supersedes any prior agreements or understandings, whether written or oral, among the parties with respect to the subject matter hereof.
33. The terms, conditions, and compliance requirements of this Agreement may not be modified or amended except upon the written agreement of both parties, and approval of the Regional Judicial Officer, except that the Regional Judicial Officer need not approve written agreements to modify the compliance schedules in Appendix 1.
34. Any violation of this Order may result in a civil judicial action for an injunction or civil penalties of up to \$37,500 per day per violation, or both, as provided in Section

16(a) of TSCA, 15 U.S.C. § 2615(a), as well as criminal sanctions as provided in Section 16(b) of TSCA, 15 U.S.C. § 2615(b).

35. Nothing in this Agreement shall relieve Respondent of the duty to comply with all applicable provisions of TSCA and other federal, state, or local laws or statutes, nor shall it restrict the EPA's authority to seek compliance with any applicable laws or regulations except as stated under Paragraphs 29 and 30 herein, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit.
36. Nothing herein shall be construed to limit the power of the EPA to undertake any action against Respondent or any person in response to conditions that may present an imminent and substantial endangerment to the public health, welfare, or the environment.
37. The EPA reserves the right to revoke this Agreement and settlement penalty if and to the extent that the EPA finds, after signing this Agreement, that any information and statements provided by Respondent in response to EPA's TSCA Subpoena to Respondent, dated December 8, 2014, were materially false or inaccurate at the time such information and statements were provided to the EPA, and the EPA reserves the right to assess and collect any and all civil penalties for any violation described herein. The EPA shall give Respondent notice of its intent to revoke, which shall not be effective until received by Respondent in writing.

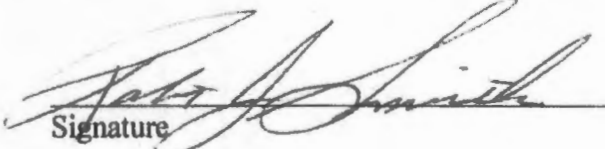
F. EFFECTIVE DATE

38. Respondent and Complainant agree to issuance of the attached Final Order. Upon filing, the EPA will transmit a copy of the filed Consent Agreement to the

Respondent. This Consent Agreement and attached Final Order shall become effective after execution of the Final Order by the Regional Judicial Officer, on the date of filing with the Hearing Clerk.

The foregoing Consent Agreement In the Matter of G&S Scrap Metal LLC Docket No. TSCA 01-2015-0049, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:


Signature

11-11-15
Date

Printed Name: ROBERT J. SMITH

Title: OWNER (OWNER)

Address: 444-NORRIS RD N. SOUTH WINSTON G 06074

Respondent's Federal Tax Identification Number: 06-1442521

The foregoing Consent Agreement In the Matter of G&S Scrap Metal LLC, Docket No. TSCA 01-2015-0049, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR COMPLAINANT:

11/23/15
DATE



Joanna Jerison, Legal Enforcement Manager
Office of Environmental Stewardship
U.S. Environmental Protection Agency – Region 1
5 Post Office Square, Suite 100

Boston, MA 02109-3912

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1

_____))
IN THE MATTER OF))
G&S Scrap Metal LLC))
444 Nutmeg Road North) Docket No. TSCA 01-2015-0049
South Windsor, CT 06074))
))
Proceeding under Section))
16(a) of the Toxic Substances Control Act))
_____)

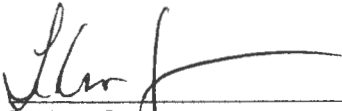
FINAL ORDER

In accordance with 40 C.F.R. § 22.18(b) of the United States Environmental Protection Agency's Consolidated Rules of Practice, the parties to this matter have forwarded the foregoing executed Consent Agreement for final approval. Section 16(a) of TSCA, 15 U.S.C. § 2615(a), authorizes EPA to issue an administrative penalty to enforce the requirements of TSCA. In addition, Section 16(a)(2)(C) of TSCA, 15 U.S.C. § 2615(a)(2)(C), authorizes EPA to compromise the maximum civil penalty of \$37,500 per day per violation. EPA has made such a compromise by applying the penalty factors set forth in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), to the facts and circumstances of this case, including Respondent's relative lack of culpability and Respondent's attitude to date and agreement to perform non-penalty conditions. Pursuant to these provisions, EPA has modified the maximum civil penalty and imposed the conditions described in Section D and Appendix 1 of the Consent Agreement. Respondent has consented to the terms of this Consent Agreement.

Pursuant to 40 C.F.R. § 22.18(b) of EPA's Consolidated Rules of Practice and Section 16(a) of TSCA, 15 U.S.C. § 2615(a), the Consent Agreement is incorporated by reference into this Final Order and is hereby ratified. The Respondent, G&S Scrap Metal LLC, is ordered to

pay the civil penalty amount in the total amount of \$22,500 in the manner indicated. The terms of the Consent Agreement will become effective on the date it is filed with the Regional Hearing Clerk.

SO ORDERED THIS 2nd DAY OF December 2015.



LeAnn Jensen
Acting Regional Judicial Officer

APPENDIX 1

Terms of Compliance Consent Agreement and Final Order G&S Scrap Metal LLC, South Windsor, Connecticut

1. Respondent has submitted to EPA for review and approval, and also to CTDEEP, a Remediation Plan (“Remediation Plan”, or “Plan”). The Plan details the proposed re-characterization sampling plan and potential subsequent remediation that will be undertaken by Respondent. EPA will confer with CTDEEP prior to providing Respondent with an approval or other response to the Plan.
2. Within sixty days of receiving EPA’s approval of the Remediation Plan, Respondent shall begin implementation of the activities in the approved Plan, in accordance with the schedule specified in the Plan.
3. Within thirty days of the completion of the activities specified in the Plan, Respondent shall submit a Completion Report, which details the cleanup activities performed pursuant to the Plan, and a certification signed by a responsible corporate officer which certification may in part be based on the assertions of the responsible environmental consultant (who prepared the Completion Report) that the Plan activities have been completed in accordance with the provisions of this Agreement and 40 C.F.R. Part 761. The Completion Report shall include, at a minimum, a short summary of the activities performed under the Plan, copies of PCB waste shipment manifests for the stockpiles and any remaining contaminated soil, bills of lading, the total quantity of PCB-contaminated waste disposed of (in kilograms) and any certificates of disposal received as of the date of certification, copies of analytical sampling results, and QA/QC supporting documentation. Once EPA has reviewed the Completion Report and determined that the information submitted is complete, EPA shall issue a letter or e-mail indicating that EPA has no further comments.
4. EPA and Respondent agree that this Settlement Agreement does not address the requirements for cleanup of any PCB contamination at the Facility in areas other than the areas which are addressed in the Remediation Plan referenced above. EPA expressly reserves all its rights to ensure in the future that Respondent undertakes all appropriate cleanup measures to address PCB contamination at the Facility, in areas other than those addressed in the Remediation Plan, in accordance with 40 C.F.R. § 761.61. Moreover, nothing in this Settlement Agreement shall be construed to limit in any way EPA’s or the CTDEEP’s authority to address pollutants or contaminants of any kind at the Site.

CERTIFICATE OF SERVICE

I certify that the foregoing "Consent Agreement" and "Final Order," in the Matter of G&S Scrap Metal LLC, Docket No. TSCA 01-2015-0049, were sent to the following persons on the date noted below:

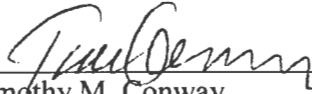
Original and One Copy
(Hand-Delivered):

Wanda Santiago
Regional Hearing Clerk
U.S. Environmental Protection Agency - Region I
5 Post Office Square
Suite 100, ORA18-1
Boston, MA 02109-3912

Copy, including
(First class mail)

Robert J. Smith
G&S Scrap Metal LLC
444 Nutmeg Road North
South Windsor, CT 06074

Dated: 12/3/15



Timothy M. Conway
Senior Enforcement Counsel
U.S. Environmental Protection Agency - Region I
5 Post Office Square
Suite 100, Mail Code OES04-3
Boston, MA 02109-3912