

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION IX

FILED

2007 SEP 13 AM 8:37

U.S. EPA, REGION IX
REGIONAL HEARING CLERK

In the matter of)	U.S. EPA Docket No.
)	RCRA 09-2007-0011
)	
ROMIC ENVIRONMENTAL)	CONSENT AGREEMENT AND
TECHNOLOGIES CORP.)	FINAL ORDER
)	PURSUANT TO
EPA I.D. No. AZD 009 015 389)	40 CFR SECTION 22.18
)	
<u>Respondent.</u>)	

CONSENT AGREEMENT

A. PRELIMINARY STATEMENT

1. This is a civil administrative enforcement action instituted pursuant to Section 3008(a)(1) of the Resource Conservation and Recovery Act ("RCRA"), as amended, 42 U.S.C. §6928(a)(1), and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits, 40 C.F.R. Part 22. Complainant is the United States Environmental Protection Agency, Region IX ("EPA"). Respondent is Romic Environmental Technologies Corp. ("Romic").
2. Respondent owns and operates a facility on the Gila River Indian Community reservation, located at 6760 West Allison Road, Chandler, Arizona 85226 (the "Facility"). The Facility performs solvent recycling, blending, aerosol can processing, bulking, container crushing, and waste consolidation for off-site disposal. The Facility's EPA Identification Number is AZD 009 015 389.
3. This Consent Agreement and Final Order ("CA/FO") concludes this proceeding, wherein EPA alleges that Respondent mixed incompatible wastes, a violation of 40 C.F.R. § 265.199(a); failed to operate its Facility to minimize the possibility of an unplanned sudden or non-sudden release of hazardous waste or hazardous waste constituents to air, soil, or surface water which could threaten human health or the environment, in violation of 40 C.F.R. § 265.31; and failed to notify either the government official designated as the on-scene coordinator for that geographical area, or the National Response Center, and that the emergency coordinator did not take all reasonable measures necessary to ensure that fires, explosions, and releases do not occur, recur, or spread to other hazardous waste at the facility, in violation of 40 C.F.R. § 265.56. These are all in violation of Section

3001 of RCRA et seq., 42 U.S.C. §6921 et seq., state regulations adopted pursuant thereto.

B. JURISDICTION

4. Arizona is authorized to administer the hazardous waste management program in lieu of the federal program pursuant to Section 3006 of RCRA, 42 U.S.C. § 6926, and 40 C.F.R. Part 271. However, the federal regulations apply here because Arizona is not authorized to administer the program in Indian country. *See, e.g.,* 65 FR 64369, 64371 (Oct. 27, 2000).
5. Respondent is a "person" as defined in 40 CFR § 260.10.
6. Respondent is the "operator" of a facility as defined in 40 CFR § 260.10.
7. Respondent is an interim status treatment and storage facility as defined in Section 3005(e) of RCRA, 42 U.S.C. § 6925(e).
8. Respondent is engaged in "storage" and "treatment" of hazardous waste as defined in 40 CFR § 260.10.
9. At the Facility, Respondent stores and treats a number of hazardous wastes as defined by Section 1004(5) of RCRA, 42 U.S.C. § 6903(5), 40 CFR §§ 260.10 and 261.3.
10. Respondent is subject to the powers vested in the EPA Administrator by Section 3008 of RCRA, 42 U.S.C. §6928.
11. Section 3008 of RCRA, 42 U.S.C. §6928, authorizes the EPA Administrator to issue orders requiring compliance immediately or within a specified time for violation of any requirement of Subtitle C of RCRA, Section 3001 of RCRA et seq., 42 U.S.C. §6921 et seq.
12. Pursuant to Delegation number 8-9-A, the Administrator has delegated the authority under Section 3008 of RCRA, 42 U.S.C. § 6928, to the EPA Regional Administrator for Region IX, who has redelegated this authority to the Director of the Waste Management Division pursuant to Delegation number R9 1280.04.
13. On April 24, 2007, EPA Region IX issued a Determination of Violation and Compliance Order to Respondent for the violations alleged in Paragraph 3 of this CA/FO.

C. CIVIL PENALTY

14. Section 3008(g) of RCRA, 42 U.S.C. § 6928(g), as adjusted by the Debt Collection Improvement Act of 1996, see 61 Fed. Reg. 69360 (Dec. 31, 1996) and 69 Fed. Reg. 7121 (Feb. 13, 2004), authorizes a civil penalty of up to THIRTY-TWO THOUSAND, FIVE HUNDRED DOLLARS (\$32,500) per day for violations of Subtitle C of RCRA, 42 U.S.C. § 6921 et seq., occurring after March 15, 2004. Based upon the facts alleged herein and upon those factors which EPA must consider pursuant to Section 3008(a)(3) of RCRA, 42 U.S.C. §6928(a)(3), and the RCRA Civil Penalty Policy, including the seriousness of the violations, any good faith efforts by Respondent to comply with applicable requirements, and any economic benefit accruing to Respondent, as well as such other matters as justice may require, EPA proposes that Respondent be assessed a total of TWENTY THOUSAND FOUR HUNDRED TWENTY SEVEN DOLLARS AND SEVENTY FIVE CENTS (\$20,427.75) as the civil penalty for all of the violations alleged herein. The proposed penalty was calculated in accordance with the "June 2003 RCRA Civil Penalty Policy". Under the penalty policy, EPA uses a penalty assessment matrix, which is then adjusted to take into account multi-day violations, for case-specific circumstances, and for the economic benefit gained from non-compliance, where appropriate.

D. SUPPLEMENTAL ENVIRONMENTAL PROJECT

15. Respondents shall expend a total of SEVENTY SEVEN THOUSAND AND SIX DOLLARS (\$77,006) to complete the supplemental environmental project ("SEP") described in Attachment A to this CA/FO. Work on the SEP shall commence within forty-five (45) days of the effective date of this CA/FO and shall be completed within one hundred twenty (120) days of the effective date of this CA/FO.
16. In signing this CA/FO, Respondents hereby certify that Respondents are not required by any federal, state, tribal or local law or regulation to perform or develop the SEP required by this CA/FO; nor are Respondents required by agreement, grant or as injunctive relief in this or any other case to perform or develop the SEP. Respondents further certify that neither Respondent has received, and is not presently negotiating to receive, credit in any other enforcement action for the SEP required by this CA/FO; nor will Respondents realize any profit attributable to or associated with the SEP. Respondents certify that they will not deduct or capitalize SEP costs for federal income tax purposes.
17. Within ten (10) days after the work on the SEP is completed, Respondents shall notify EPA and certify that the work has been completed in accordance with the requirements of this CA/FO, including all attachments. The notice to EPA shall describe the activities involved in completing the SEP, including the types and volume of wastes collected, the waste disposal arrangements and disposal sites. The signatory for each Respondent shall

certify under penalty of law that this certification of compliance is based upon true, accurate and complete information, which the signatory can verify personally or regarding which the signatory has inquired of the person or persons directly responsible for gathering the information.

18. Within twenty (20) days after the work on the SEP is completed, Respondents shall submit to EPA substantiating documentation showing that Respondents expended at least SEVENTY SEVEN THOUSAND AND SIX DOLLARS (\$77,006) to complete the SEP and that the SEP was completed in accordance with the requirements of this CA/FO, including all attachments. Substantiating documentation may include, but is not limited to, invoices, vouchers, checks, and photographs.
19. In the event that Respondents publicize this SEP or the results of this SEP, Respondents shall state in a prominent manner that the project was undertaken as part of a settlement of an enforcement action by EPA.

E. ADMISSIONS AND WAIVERS OF RIGHTS

20. For the purposes of this proceeding, Respondent admits to the jurisdictional allegations set forth in Section B of this CA/FO. Respondent consents to and agrees not to contest EPA's jurisdiction and authority to enter into and issue this CA/FO and to enforce its terms. Respondent will not contest EPA's jurisdiction and authority to compel compliance with this CA/FO in any enforcement proceedings, either administrative or judicial, or to impose sanctions for violations of this CA/FO.
21. Respondent neither admits nor denies any allegations of fact or law set forth in Section B of this CA/FO. Respondent hereby waives any rights Respondent may have to contest the allegations set forth in this CA/FO, waives any rights Respondent may have to a hearing on any issue relating to the factual allegations or legal conclusions set forth in this CA/FO, including without limitation a hearing pursuant to Section 3008(b) of RCRA, 42 U.S.C. §6928(b) and hereby consents to the issuance of this CA/FO without adjudication. In addition, Respondent hereby waives any rights Respondent may have to appeal the Final Order attached to this Consent Agreement and made part of this CA/FO.

F. PARTIES BOUND

22. This CA/FO shall apply to and be binding upon Respondent and its agents, successors and assigns, until such time as the civil penalty required under Sections C and has been paid in accordance with Section F and any delays in performance have been resolved. At such time as those matters are concluded, this CA/FO shall terminate and constitute full settlement of the violations alleged herein. No change in ownership or corporate, partnership or legal status relating to the Facility will in any way alter Respondent's obligations and responsibilities under this CA/FO.

23. The undersigned representative of the Respondent hereby certifies that he or she is fully authorized to enter into this CA/FO, and to execute and to legally bind Respondent to it.

G. PAYMENT OF CIVIL PENALTY

24. Respondent consents to the assessment of and agrees to pay a civil penalty of TWENTY THOUSAND FOUR HUNDRED TWENTY SEVEN DOLLARS AND SEVENTY FIVE CENTS (\$20,427.75) in full settlement of the federal civil penalty claims set forth in this CA/FO.

25. Respondent shall pay the TWENTY THOUSAND FOUR HUNDRED TWENTY SEVEN DOLLARS AND SEVENTY FIVE CENTS (\$20,427.75) civil penalty within thirty (30) calendar days of the Effective Date of this CA/FO. The Effective Date of this CA/FO is the date the Regional Hearing Clerk files the Final Order signed by the Regional Judicial Officer. All payments shall indicate the name of the Facility, EPA identification number of the Facility, the Respondent's name and address, and the EPA docket number of this action. Payment shall be made by certified or cashier's check payable to the U.S. Environmental Protection Agency and sent to:

Mellon Bank
U.S. Environmental Protection Agency - Region IX
P.O. Box 371099M
Pittsburgh, PA 15251.

At the time payment is so made, a copy of the check shall be sent to:

Danielle Carr
Regional Hearing Clerk (RC-1)
U.S. Environmental Protection Agency - Region IX
75 Hawthorne Street
San Francisco, CA 94105

and

Kandice Bellamy (WST-3)
Waste Management Division
U.S. Environmental Protection Agency - Region IX
75 Hawthorne Street
San Francisco, CA 94105

26. In accordance with the Debt Collection Act of 1982 and U.S. Treasury directive (TFRM 6-8000), the payment must be received within thirty (30) calendar days of the Effective

Date of this CA/FO to avoid additional charges. If payment is not received within thirty (30) calendar days, interest will accrue from the Effective Date of this CA/FO at the current rate published by the United States Treasury as described at 40 C.F.R. §13.11. A late penalty charge of \$15.00 will be imposed after thirty (30) calendar days with an additional \$15.00 charge for each subsequent 30-day period. A 6% per annum penalty will further apply on any principal amount not paid within ninety (90) calendar days of the due date. Respondent further will be liable for stipulated penalties as set forth below for any payment not received by its due date.

H. COMPLIANCE TASKS

27. Respondent has submitted a set of protocols/procedures as required by Paragraph 49 of the complaint. EPA has approved that set of protocols/procedures and Respondent certifies that it is now implementing the protocols and procedures provided in the "Disposition Code Override/Modification Procedure" as revised and submitted to Complainant on July 27, 2007.

I. DELAY IN PERFORMANCE AND STIPULATED PENALTIES

28. In addition to the interest and per annum penalties described above, in the event that Respondents fail to pay the full amount of the penalty within the time specified in Section I, Respondents agree to pay Complainant a stipulated penalty in the amount of up to ONE HUNDRED DOLLARS (\$100.00) for each day the default continues.
29. Except as provided in paragraph 30 immediately below, in the event that Respondents fail to complete the SEP as required by this CA/FO, including all attachments, Respondents shall pay a stipulated penalty of EIGHTY THOUSAND DOLLARS (\$80,000.00).
30. If Respondents fail to complete the SEP as required by the CA/FO, including all attachments, but Respondents (a) have made good faith and timely efforts to complete the SEP; and (b) certify, with supporting documentation, that at least 90% of the amount of money which was required by this CA/FO to be spent was expended on the SEP, no stipulated penalty will apply.
31. If Respondents complete the SEP in accordance with the requirements of this CA/FO, including all attachments, but Respondents spent less than 90 percent of the amount of money required by this CA/FO to be spent for the SEP, Respondents shall pay a stipulated penalty of TEN THOUSAND DOLLARS (\$10,000.00).
32. If Respondents satisfactorily complete the SEP in accordance with the requirements of this CA/FO, including all attachments, and spend at least 90% of the amount of money required by this CA/FO to be spent for the SEP, no stipulated penalty will apply.

33. If Respondents fail to make any payment required as part of the SEP within 30 days of receipt of a demand for payment, Respondents agree to pay Complainant a stipulated penalty in the amount of up to ONE THOUSAND DOLLARS (\$1000.00) for each day the failure continues. This paragraph shall apply only to payments for third party services in performing the cleanup of open dumps as described in the attachment. This paragraph shall not apply to any delay in payment where the delay is based on a good faith dispute over the amount of the bill or services rendered. Complainant may not assess a stipulated penalty under this paragraph without first confirming that Respondent is in receipt of the demand for payment.
34. The determination of whether Respondents have satisfactorily completed the SEP set forth in Section C and Appendix A of this CA/FO and the determination of whether Respondents have made a good faith, timely effort to implement the SEP for purposes of this Section, are within the sole discretion of the Director, Waste Management Division, EPA Region IX, subject to the terms of this CA/FO.

J. RESERVATION OF RIGHTS

35. This CA/FO shall not affect the right of the EPA to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law. Full payment of the penalty proposed shall only resolve Respondent's liability for Federal civil penalties for the violations and facts alleged in the complaint. This CA/FO shall not be construed as a covenant not to sue, release, waiver or limitation of any rights, remedies, powers or authorities, civil or criminal, which EPA has under RCRA, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), or any other statutory, regulatory or common law enforcement authority of the United States.
36. Compliance by Respondent with the terms of this CA/FO shall not relieve Respondent of its obligations to comply with RCRA or any other applicable local, State or federal laws and regulations.
37. The entry of this CA/FO and Respondent's consent to comply shall not limit or otherwise preclude EPA from taking additional enforcement actions should EPA determine that such actions are warranted except as it relates to Respondent's liability for federal civil penalties for the specific alleged violations and facts as set forth in Section C of this CA/FO.
38. This CA/FO is not intended to be nor shall it be construed as a permit. This CA/FO does not relieve Respondent of any obligation to obtain and comply with any local, State or federal permits.

K. OTHER CLAIMS

39. Nothing in this CA/FO shall constitute or be construed as a release from any other claim, 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 Facility.

L. MISCELLANEOUS

40. This CA/FO may be amended or modified only by written agreement executed by both EPA and Respondent.
41. The headings in this CA/FO are for convenience of reference only and shall not affect interpretation of this CA/FO.
42. The Effective Date of this CA/FO is the date the Final Order is signed by EPA.

IT IS SO AGREED.

8/23/07
Date

Romy Moran
Romy Moran
President
Romic Environmental Technologies Corp.

9/12/07
Date

Nancy Lindsay
Nancy Lindsay
Acting Director, Waste Management Division
United States Environmental Protection Agency,
Region IX

FINAL ORDER

IT IS HEREBY ORDERED that this Consent Agreement and Final Order Pursuant to 40 CFR Section 22.18 (U.S. EPA Docket No. RCRA-9-2007-0011) be entered and that Respondent, Romic Environmental Technologies Corp., pay a civil penalty of TWENTY THOUSAND FOUR HUNDRED TWENTY SEVEN DOLLARS AND SEVENTY FIVE CENTS (\$20,427.75). Payment shall be by Funds Transfer Deposit through the Federal Reserve Communication System to the account of the U.S. Treasury at the Federal Reserve Bank of New York. A copy of the Funds Transfer Deposit Form shall be sent to the EPA Region IX addresses specified in Section G of this Consent Agreement and Final Order Pursuant to 40 CFR Section 22.18 at such time as payment is made.

This Final Order shall be effective immediately.

09/12/07

Date



Steven Jawgiel
Regional Judicial Officer
United States Environmental Protection Agency,
Region IX

ATTACHMENT A
DESCRIPTION OF SUPPLEMENTAL ENVIRONMENTAL PROJECT ("SEP")

Respondent shall provide for the cleanup of open dumps on the Gila River Indian Community ("the Tribe"), and provide equipment and/or materials to support that cleanup effort at a total cost of SEVENTY SEVEN THOUSAND AND SIX DOLLARS (\$77,006).

The specific open dumps that have been identified for clean up are those identified in the attached Letter from Specialty Loaders to Rudy Mix, Gila River Indian Community Department of Environmental Quality ("GRIC DEQ"), dated June 26, 2007. That Letter specifies the dumps by approximate street locations and more precise GPS coordinates.

Because the actual costs for cleaning up these open dumps are, at this time, only estimates, and the Tribe may be desirous of having additional open dumps cleaned up if funds are available for this purpose, Complainant expressly agrees that the list of open dumps to be cleaned up may be modified upon notice to and agreement by Complainant. Any letter approving a substitution or addition or other modification to the list of sites shall be signed by the Chief, RCRA Enforcement Section.

In addition, it is important to provide site security and posting of cleaned up dumps to prevent recurrence of the open dumping. As part of the overall \$77,006 budget for performance of the SEP, up to \$5500.00 may be budgeted for equipment (as identified in the attached Quote No. 0470-238995 from The Home Depot.) and/or No Dumping signs (as identified in the attached Invoice #6323).

Complainant agrees that if the cost estimates for the cleanup of the open dumps are lower than actual costs, so that all of the \$77,006 is needed to pay for the costs of the cleanups, then Respondent may satisfy the SEP by conducting cleanups alone without any further obligation to purchase the above-identified equipment or signs.

Complainant understands that arrangements for the completion of the cleanups will be made in coordination with the GRIC DEQ. Respondent shall be responsible for timely payment of all costs associated with cleanup, up to \$77,006. Payments shall be due to any third party contractors employed to perform the cleanup no later than 30 days after receipt of a demand for payment.

The SEP provided herein shall be completed no later than 120 days after the effective date of the Consent Agreement/Final Order. However, should the contractor be unable to complete the SEP within that time frame, Respondents may request an extension, approval of which will not be unreasonably withheld, provided that the Respondent can demonstrate that it has made diligent steps to assure that the work is initiated in a timely manner.



Olde Towne Square
 140 South Ash Avenue
 Tempe, Arizona 85281
 (480) 557-6337
 Fax (480) 557-6494

Tuesday, June 26, 2007

Mr. Rudy Mix,
 Gila River Indian Community
 Department of Environmental Quality
 PO Box 97
 Sacaton, Arizona 85247

RE: Solid Waste Clean-up / Various Locations (**Preliminary Estimate**)

Dear Rudy,

In accordance with your request, the following proposal has been provided for your review. SPECIALTY LOADERS will provide all supervision, labor, loading equipment and trucks necessary for gathering, loading and hauling of solid waste from the various locations listed below.

As other solid waste cleanups, this will be based on a price per load for loading, hauling and landfill disposal fees. We have also broken out the labor and equipment required for these projects. We will invoice the Gila River Indian Community the following flat rates for equipment and labor as well as a price per load for loading of trucks, hauling, disposal fees and the current fuel surcharges in accordance with the Department of Energy Fuel Index.

Greasewood DISTRICT 1
33 02.842N 111 42.693W

Misc. solid waste removal

Flat RATES PER DAY:	Cost Per DAY	Estimated DAYS	Estimated Cost
Mob / Demob Heavy Equipment	\$ 385.00	1	\$ 385.00
Laborers per day	\$ 460.00	3	\$ 1,380.00
Skid Steer	\$ 480.00	3	\$ 1,440.00
RATES PER LOAD:	Cost Per Load	Estimated Loads	
Loading/Labor	\$ 85.00	2	\$ 170.00
Hauling	\$ 285.00	2	\$ 570.00
Disposal	\$ 445.00	2	\$ 890.00
Fuel Surcharges	\$ 47.90	1	\$ 47.90
ESTIMATED COST: Greasewood			\$ 4,882.90

Greasewood 2 DISTRICT 1
33 02.542N 111 42.693W

Misc. solid waste removal

Flat RATES PER DAY:	Cost Per DAY	Estimated DAYS	Estimated Cost
Laborers per day	\$ 460.00	2	\$ 920.00
Skid Steer	\$ 480.00	2	\$ 960.00
RATES PER LOAD:	Cost Per Load	Estimated Loads	
Loading/Labor	\$ 85.00	1	\$ 85.00
Hauling	\$ 285.00	1	\$ 285.00
Disposal	\$ 445.00	1	\$ 445.00
Fuel Surcharges	\$ 47.50	1	\$ 47.50
ESTIMATED COST: Greasewood 2			\$ 2,742.50

Last Chance Bayou DISTRICT 4
33 12.169N 111 50.032W

Misc. solid waste removal

Flat RATES PER DAY:	Cost Per DAY	Estimated DAYS	Estimated Cost
Mob / Demob Heavy Equipment	\$ 385.00	1	\$ 385.00
Laborers per day	\$ 460.00	10	\$ 4,600.00
Skid Steer	\$ 480.00	10	\$ 4,800.00
Rake Attachment	\$ 130.00	5	\$ 650.00
RATES PER LOAD:			
	Cost Per Load	Estimated Loads	
Loading/Labor	\$ 85.00	4	\$ 340.00
Hauling	\$ 285.00	4	\$ 1,140.00
Disposal	\$ 445.00	4	\$ 1,780.00
Fuel Surcharges	\$ 28.20	1	\$ 28.20
ESTIMATED COST: Last Chance Bayou			\$ 13,723.20

Elliott Rd DISTRICT 7
33 20.914N & 112 11.631W East to 33 20.911W 112 12.707W

Misc. solid waste removal

Flat RATES PER DAY:	Cost Per DAY	Estimated DAYS	Estimated Cost
Mob / Demob Heavy Equipment	\$ 385.00	1	\$ 385.00
Laborers per day	\$ 610.00	2	\$ 1,220.00
RATES PER LOAD:			
	Cost Per Load	Estimated Loads	
Loading/Labor	\$ 85.00	1	\$ 85.00
Hauling	\$ 285.00	1	\$ 285.00
Disposal	\$ 445.00	1	\$ 445.00
Fuel Surcharges	\$ 14.35	1	\$ 14.35
ESTIMATED COST: Elliott Rd			\$ 2,434.35

Dobbins Rd "Borrow Pit" DISTRICT 7
33 21.683N 112 13.256W

Misc. solid waste removal

Flat RATES PER DAY:	Cost Per DAY	Estimated DAYS	Estimated Cost
Mob / Demob Heavy Equipment	\$ 385.00	1	\$ 385.00
Laborers per day	\$ 460.00	12	\$ 5,520.00
Skid Steer	\$ 480.00	12	\$ 5,760.00
RATES PER LOAD:			
	Cost Per Load	Estimated Loads	
Loading/Labor	\$ 85.00	8	\$ 680.00
Hauling	\$ 285.00	8	\$ 2,280.00
Disposal	\$ 445.00	8	\$ 3,560.00
Fuel Surcharges	\$ 226.31	1	\$ 226.31
ESTIMATED COST: Dobbins Rd "Borrow Pit"			\$ 18,411.31

**Johnson Ranch DISTRICT 7
33 21.932N 112 12.818W**

Misc. solid waste removal (Does not include Tire Removal at appx. \$2,310)

Flat RATES PER DAY:	Cost Per DAY	Estimated DAYS	Estimated Cost
Mob / Demob Heavy Equipment	\$ 385.00	1	\$ 385.00
Laborers per day	\$ 460.00	6	\$ 2,760.00
Skid Steer	\$ 480.00	6	\$ 2,880.00
RATES PER LOAD:			
	Cost Per Load	Estimated Loads	
Loading/Labor	\$ 85.00	4	\$ 340.00
Hauling	\$ 285.00	4	\$ 1,140.00
Disposal	\$ 445.00	4	\$ 1,780.00
Fuel Surcharges	\$ 114.12	1	\$ 114.12
ESTIMATED COST: Johnson Ranch			\$ 9,399.12

**83rd & Dobbins DISTRICT 7
33 21.669N & 112 14.272W Southeast to 33 21.570W 112 14.160W**

Misc. solid waste removal

Flat RATES PER DAY:	Cost Per DAY	Estimated DAYS	Estimated Cost
Mob / Demob Heavy Equipment	\$ 385.00	1	\$ 385.00
Laborers per day	\$ 460.00	7	\$ 3,220.00
Skid Steer	\$ 480.00	7	\$ 3,360.00
RATES PER LOAD:			
	Cost Per Load	Estimated Loads	
Loading/Labor	\$ 85.00	4	\$ 340.00
Hauling	\$ 285.00	4	\$ 1,140.00
Disposal	\$ 445.00	4	\$ 1,780.00
Fuel Surcharges	\$ 127.44	1	\$ 127.44
ESTIMATED COST: 83rd & Dobbins			\$ 10,352.44

**87th Ave & Dobbins DISTRICT 7
33 21.784N 112 15.044W**

Misc. solid waste removal

Flat RATES PER DAY:	Cost Per DAY	Estimated DAYS	Estimated Cost
Laborers per day	\$ 460.00	1	\$ 460.00
Skid Steer	\$ 480.00	1	\$ 480.00
RATES PER LOAD:			
	Cost Per Load	Estimated Loads	
Loading/Labor	\$ 85.00	1	\$ 85.00
Hauling	\$ 285.00	1	\$ 285.00
Disposal	\$ 445.00	1	\$ 445.00
Fuel Surcharges	\$ 47.50	1	\$ 47.50
ESTIMATED COST: 87th & Dobbins (across from Farm Field)			\$ 1,802.50

87th Ave & Dobbins DISTRICT 7
33 21.784N 112 15.044W

Misc. solid waste removal

Flat RATES PER DAY:	Cost Per DAY	Estimated DAYS	Estimated Cost
Mob / Demob Heavy Equipment	\$ 385.00	1	\$ 385.00
Laborers per day	\$ 460.00	2	\$ 920.00
Skid Steer	\$ 480.00	2	\$ 960.00
RATES PER LOAD:			
	Cost Per Load	Estimated Loads	
Loading/Labor	\$ 85.00	1	\$ 85.00
Hauling	\$ 285.00	1	\$ 285.00
Disposal	\$ 445.00	1	\$ 445.00
Fuel Surcharges	\$ 47.50	1	\$ 47.50
ESTIMATED COST: 87th & Dobbins (Southeast corner in brush)			\$ 3,127.50

91st & Dobbins DISTRICT 7
33 21.769N & 112 15.299W South to 33 21.278W 112 15.297W

Misc. solid waste removal

Flat RATES PER DAY:	Cost Per DAY	Estimated DAYS	Estimated Cost
Mob / Demob Heavy Equipment	\$ 385.00	1	\$ 385.00
Laborers per day	\$ 460.00	4	\$ 1,840.00
RATES PER LOAD:			
	Cost Per Load	Estimated Loads	
Loading/Labor	\$ 85.00	2	\$ 170.00
Hauling	\$ 285.00	2	\$ 570.00
Disposal	\$ 445.00	2	\$ 890.00
Tire Removal	\$ 875.00	1	\$ 875.00
Fuel Surcharges	\$ 84.15	1	\$ 84.15
ESTIMATED COST: 91st & Dobbins			\$ 4,814.15

TOTAL ESTIMATED COST FOR ALL SITES	\$ 71,689.97
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EXCLUSIONS:

- Removal of more than 10 tires per site unless indicated
- Re-grading of Any Site
- Hazardous Waste Removal & Disposal

The above referenced work can be scheduled with the Gila River Department of Environmental Quality once authorization has been given to our office. Once again, we appreciate your business and look forward to working with you and your staff.

Sincerely,
 SPECIALTY LOADERS, LLC



Robert Newsom
 Project Manager



QUOTE

Store 0470 CHANDLER
 1155 W CHANDLER BLVD
 CHANDLER, AZ 85224

Phone: (480) 899-5013
 Salesperson: AWB235
 Reviewer:

QUOTE

SOLD TO	Name GILA RIVER ALL DEPARTMEN GILA RIVER ALL DEPARTMEN		Home Phone (520) 562-3585
	Address 1155 W CHANDLER BLVD.		Work Phone (602) 709-8428 x PAGER
	Company Name		
	City CHANDLER		Job Description DEQ -SPOKE W/ RUDY
	State AZ	Zip 85224	County MARICOPA

2007-08-02 12:33
Prices Valid Thru: 08/03/2007

HOME DEPOT DELIVERY #1

MERCHANDISE AND SERVICE SUMMARY

We reserve the right to limit the quantities of merchandise sold to customers.

REF #V03

STOCK MERCHANDISE TO BE DELIVERED:

REF #	SKU	QTY	UM	DESCRIPTION	TAX	PRICE EACH	EXTENSION
RO1	286-768	150.00	EA	6FT U-POST MEDIUM DUTY /	N	\$3.99	\$598.50
RO2	128-633	13.00	RL	1320' 2PT BARB WIRE 12-1/2GA /	N	\$67.48	\$877.24
MERCHANDISE TOTAL:							\$1,475.74

DELIVERY INFORMATION:

V03	515-663	1.00	EA	CURBSIDE DELIVERY SERVICE	N	\$65.00	\$65.00
DELIVERY SERVICE SUBTOTAL:							\$65.00

HOME DEPOT WILL DELIVER MDSE TO: VT220RIVER ALL DEPARTMENTS GILA RIVER ALL DEPARTM

ADDRESS: 119A N SACATON RD

CITY: SACATON

STATE: AZ ZIP: 85247 COUNTY: PINAL

PHONE: (520) 562-3585 ALTERNATE PHONE: (520) 562-7209

COMPANY: GILA

MDSE & DELIVERY TOTALS: \$1,540.74

END OF HOME DEPOT DELIVERY - REF #V03

TOTAL CHARGES OF ALL MERCHANDISE & SERVICES

ORDER TOTAL	\$1,540.74
SALES TAX	\$0.00
TOTAL	\$1,540.74
BALANCE DUE	\$1,540.74

END OF ORDER No. 0470-238995



Invoice #6323

07/31/2007

Prepared By:
BUDGET 1 HOUR SIGNS, INC.
ANGELA
2535 E. INDIAN SCHOOL RD
PHOENIX, ARIZONA 85016
Phone: 602-955-4686 Fax: 602-957-3032

Bill To:
GILA RIVER INDIAN COMMUNITY
RUDY MIX 520-610-0748
P.O. BOX 2160
SACATON AZ 85247
Phone: 520-562-2234 Fax: 520-562-2245

Description:

100x 18"x24" Reflective NO DUMPING SIGNS

Arturo pull Ruby

Quantity	Description	Each	Amount	Tax
100	Aluminum Reflec. .080 18x24, 1 side; 18" H x 24" W Heavy coverage with 9700 Series - All Purpose Screen Ink, 9700 Series - All Purpose Screen Ink; Simple artwork <i>White Reflective NO DUMPING SIGNS / Red Vinyl & Black lettering w/LOGO</i> <i>NO DUMPING/NO TRESPASSING</i>	\$35.70	\$3,570.00	Yes

TOTALS Subtotal: \$3,570.00
Sales Tax: \$289.17
Total Due: \$3,859.17

Thank you!

Terms:

Signature _____ Date _____

CERTIFICATE OF SERVICE

I certify that the original and one copy of the foregoing Consent Agreement and Final Order has been filed with the Regional Hearing Clerk and that a true and correct copy of the Consent Agreement and Final Order was placed in United States Mail, certified, mail, return receipt requested, addressed to the following:

Mr. Rory Moran, President
Romic Environmental Technologies Corp.
6760 West Allison Road
Chandler, AZ 85226
Certified Mail No.: 7004 1350 0004 2130 1872

Dated: 9-13-07

Danielle E. Carr

Danielle E. Carr
Regional Hearing Clerk
U.S. EPA Region 9