

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 7

11201 RENNER BOULEVARD

LENEXA, KANSAS 66219

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION 7

2017 MAR -8 AM 8:33

IN THE MATTER OF:)
)
 Wichita State University)
)
 RCRA I.D. No. KSD053078127)
)
 Respondent.)
)
 Proceeding under Section 3008(a) and (g) of)
 the Resource Conservation and Recovery)
 Act as amended, 42 U.S.C. § 6928(a) and (g))
 _____)

**CONSENT AGREEMENT
AND FINAL ORDER**

Docket No. RCRA-07-2016-0013

I. PRELIMINARY STATEMENT

The United States Environmental Protection Agency (EPA), Region 7 (Complainant) and Wichita State University (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). This Consent Agreement and Final Order is a complete and final settlement of all civil and administrative claims and causes of action for the violations set forth in this Consent Agreement and Final Order.

II. ALLEGATIONS

Jurisdiction

1. This administrative action is being conducted pursuant to Sections 3008(a) and (g) of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 (RCRA or the Act), and the Hazardous and Solid Waste Amendments of 1984 (HSWA), 42 United States Code (U.S.C.) § 6928(a) and (g), 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 regulations found at Title 28, Article 31 of the Kansas Administrative Regulations (K.A.R.) and Section 3005 of RCRA, 42 U.S.C. § 6925, and the

regulations at 40 C.F.R. Parts 262, 265, and 279.

Parties

3. The Complainant is the Branch Chief of the Waste Enforcement and Materials Management Branch in the Air and Waste Management Division of EPA, Region 7.
4. The Respondent is Wichita State University (Respondent), an agency of the State of Kansas.

Statutory and Regulatory Framework

5. The State of Kansas has been granted authorization to administer and enforce a hazardous waste program pursuant to Section 3006 of RCRA, 42 U.S.C. § 6926, and the State of Kansas has adopted by reference the federal regulations cited herein at pertinent parts of Title 28, Article 31 of the Kansas Administrative Regulations (hereinafter K.A.R. 28-31). Section 3008 of RCRA, 42 U.S.C. § 6928, authorizes EPA to enforce the provisions of the authorized state program and the regulations promulgated thereunder. 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. In the case of a violation of a hazardous waste program pursuant to Section 3006 of RCRA, EPA shall give notice to the state in which such violation has occurred or is occurring prior to issuing an order. The State of Kansas has been notified of this action in accordance with Section 3008(a)(2) of RCRA, 42 U.S.C. § 6928(a)(2).

6. Section 3008(g) of RCRA, 42 U.S.C. § 6928(g), authorizes a civil penalty of not more than \$25,000 per day for violations of Subchapter III of RCRA (Hazardous Waste Management). The Federal Civil Penalties Inflation Adjustment Act of 1990, 28 U.S.C. § 2461, as amended by the Debt Collection Improvement Act of 1996, 31 U.S.C. § 3701, and most recently by the Federal Civil Penalties Inflation Adjustment Improvements Act of 2015, 28 U.S.C. § 2461, and implementing regulations at 40 C.F.R. Part 19 increased these statutory maximum penalties to \$37,500 for violations that occurred from January 12, 2009, through November 2, 2015, and to \$70,117 for violations that occur after November 2, 2015. Based upon the facts alleged in this Consent Agreement and Final Order and upon those factors which Complainant must consider pursuant to Section 3008(a)(3) of RCRA, 42 U.S.C. § 6928(a)(3), as discussed in the RCRA Civil Penalty Policy issued by EPA in June 2003, the Complainant and Respondent agree to the payment of a civil penalty pursuant to Section 3008(g) of RCRA, 42 U.S.C. § 6928(g), and to take the actions required by the Final Order, for the violations of RCRA alleged in this Consent Agreement and Final Order.

Factual Background

7. Respondent is an agency of the State of Kansas and is a “person” as defined in Section 1004(15) of RCRA, 42 U.S.C. § 6903(15).

8. Respondent, located at 1845 North Fairmount Street in Wichita, Kansas, is a public university offering undergraduate and graduate degrees. Respondent employs over 2,000 faculty and staff at its Wichita campus.

9. In 1990, Respondent notified the Kansas Department of Health and Environment (KDHE) that it is a large quantity generator of hazardous waste. Pursuant to K.A.R. 28-31-260a(a)(9), large quantity generators generate 1,000 kilograms (2,200 pounds) or more of hazardous waste in any calendar month, or generate or accumulate one (1) kilogram or more of acutely hazardous waste.

10. Respondent has been assigned the following EPA ID Number: KSD053078127.

11. On June 3-5, 2014, EPA conducted a compliance evaluation inspection at the Respondent's facility. Based on information obtained during the inspection, Respondent was issued a Notice of Violation.

Violations

COUNT 1

FAILURE TO CONDUCT A HAZARDOUS WASTE DETERMINATION

12. Complainant hereby incorporates the allegations contained in Paragraphs 7 through 11 above, as if fully set forth herein.

13. Pursuant to 40 C.F.R. § 262.11 and K.A.R. 28-31-4(b), a generator of "solid waste," as that term is defined in 40 C.F.R. § 261.2, is required to determine if the solid waste is a hazardous waste.

14. At the time of the June 2014 inspection, Respondent was generating at least 27 solid waste streams.

15. Respondent had not conducted a hazardous waste determination on the 27 solid waste streams at that time.

16. Respondent's failure to make a hazardous waste determination on the above referenced waste streams is a violation of 40 C.F.R. § 262.11 and K.A.R. 28-31-4(b).

COUNT 2

OPERATION OF A HAZARDOUS WASTE FACILITY WITHOUT A RCRA PERMIT OR INTERIM STATUS

Failure to Meet Generator Requirements

17. Complainant hereby incorporates the allegations contained in Paragraphs 7 through 11 above, as if fully set forth herein.

18. Respondent, as a large quantity generator of hazardous waste, may accumulate hazardous waste in containers on-site for ninety (90) days without a permit or without having interim status, provided that certain conditions are met. Those conditions are listed in 40 C.F.R. § 262.34(a), incorporated by K.A.R. 28-31-262(a).

19. At the time of the June 2014 inspection, Respondent was not complying with the following regulatory conditions of 40 C.F.R. § 262.34(a):

Failure to Label Satellite Accumulation Containers with the Words "Hazardous Waste"

20. The regulations at 40 C.F.R. § 262.34(c)(1)(ii), incorporated by K.A.R. 28-31-262(a), and K.A.R. 28-31-262(c)(7) require that a Kansas generator mark each satellite accumulation container with the words "Hazardous Waste."

21. At the time of the June 2014 inspection, Respondent had failed to label multiple satellite accumulation containers of hazardous waste with the words "Hazardous Waste."

22. Respondent's failure to label the satellite accumulation containers of hazardous waste with the words "Hazardous Waste" is a violation of 40 C.F.R. § 262.34(c)(1)(ii) and K.A.R. 28-31-262(c)(7).

Failure to Label Containers and Tanks of Hazardous Waste with the Words "Hazardous Waste"

23. The regulation at 40 C.F.R. § 262.34(a)(3), incorporated by K.A.R. 28-31-262(a), requires that while being accumulated on-site, each container and tank be marked clearly with the words "Hazardous Waste."

24. At the time of the June 2014 inspection, Respondent failed to label the following hazardous waste containers and tanks with the words "Hazardous Waste": one full and one partial container of spent blasting media (D006/D008), both in the Welding Shop; one drum of spent brake cleaner mixed with used oil (D001/F003/F005) in the Vehicle Maintenance Shop; one 500-gallon underground storage tank (D001/F003/F005) between the Landscaping Equipment Maintenance Shop and the Vehicle Maintenance Shop.

25. Respondent's failure to label the hazardous waste containers with the words "Hazardous Waste" is a violation of 40 C.F.R. § 262.34(a)(3) and K.A.R. 28-31-262(a).

Failure to Keep Hazardous Waste Containers Closed

26. The regulation at 40 C.F.R. § 262.34(a)(1)(i), incorporated by K.A.R. 28-31-262(a), requires that a generator comply with the requirement set forth at 40 C.F.R. § 265.173(a). Pursuant to this regulation, a container holding hazardous waste must always be closed during

storage, except when it is necessary to add or remove waste.

27. At the time of the June 2014 inspection, Respondent failed to close: two 5-gallon containers of hazardous waste (D006/D008) in the Welding Shop, one 5-gallon container of hazardous waste (D001/F003/F005) in the Vehicle Maintenance Shop, and one 2-gallon container of hazardous waste (D001/F003/F005) in the McKnight Art Center.

28. Respondent's failure to close hazardous waste containers is a violation of 40 C.F.R. § 262.34(a)(1)(i) and K.A.R. 28-31-262(a).

Failure to Comply with Tank System Requirements

29. The regulation at 40 C.F.R. § 262.34(a)(1)(ii), incorporated by K.A.R. 28-31-262(a), requires that a generator storing waste in tanks comply with the requirements set forth at 40 C.F.R. Part 265, Subpart J. Pursuant to this regulation, a tank holding hazardous waste must comply with all of the requirements of 40 C.F.R. Part 265, Subpart J, including the following:

- a. conduct an initial assessment in accordance with 40 C.F.R. § 265.192;
- b. complete daily tank inspections in accordance with 40 C.F.R. § 265.195;
- c. install leak detection equipment in accordance with 40 C.F.R. § 265.193(c)(3); and
- d. complete secondary containment in accordance with 40 C.F.R. § 265.193(a).

30. At the time of the June 2014 inspection, Respondent was accumulating D001, F003, and F005 hazardous waste in a 500-gallon underground storage tank for which Respondent:

- a. had not performed an initial assessment;
- b. had not performed daily tank inspections;
- c. had not had leak detection equipment installed; and
- d. had not had secondary containment completed.

31. Respondent's failure to comply with the tank system requirements of 40 C.F.R. Part 265, Subpart J, is a violation of 40 C.F.R. § 262.34(a)(1)(ii) and K.A.R. 28-31-262(a).

32. Because Respondent failed to comply with the generator requirements as set forth in Paragraphs 20 through 31 above, Respondent was not authorized to store hazardous waste at its facility for any length of time, and therefore was operating a hazardous waste storage facility without a permit in violation of Section 3005 of RCRA, 42 U.S.C. § 6925.

Treatment of Hazardous Waste Without a Permit

33. Section 3005 of RCRA, 42 U.S.C. § 6925, prohibits the treatment, storage, or disposal of hazardous waste without a RCRA permit.

34. Pursuant to the Kansas Statutes Annotated, a permit is required for the treatment, storage,

or disposal of any hazardous waste identified or listed in K.A.R. 28-31-3.

35. At the time of the June 2014 inspection, Respondent had been allowing acetone/adhesive soaked rags to evaporate prior to disposal as solid waste.

36. By allowing excess liquid to evaporate, Respondent was engaged in “treatment” of a hazardous waste within the meaning of 40 C.F.R. § 260.10.

37. Respondent has never obtained a permit to operate a hazardous waste treatment, storage or disposal facility pursuant to Section 3005 of RCRA and KSA Section 65-3437.

38. Respondent’s treatment of hazardous waste constitutes the operation of a hazardous waste treatment, storage, or disposal facility (TSD) without a permit, in violation of Section 3005 of RCRA and KSA Section 65-3437.

Disposal of Hazardous Waste Without a Permit

39. Section 3005 of RCRA, 42 U.S.C. § 6925, prohibits the treatment, storage, or disposal of hazardous waste without a RCRA permit.

40. Pursuant to the Kansas Statutes Annotated, a permit is required for the treatment, storage, or disposal of any hazardous waste identified or listed in K.A.R. 28-31-3.

41. At the time of the June 2014 inspection, it was documented that WSU was in the practice of placing D006/D008 hazardous waste spent blasting media on the ground with construction debris that was subsequently shipped for landfill disposal as solid waste.

42. By placing the hazardous waste on the ground, Respondent was engaged in “disposal” of a hazardous waste within the meaning of 40 C.F.R. § 260.10.

43. Respondent has never obtained a permit to operate a hazardous waste treatment, storage or disposal facility pursuant to Section 3005 of RCRA and KSA Section 65-3437.

44. Respondent’s disposal of hazardous waste constitutes the operation of a hazardous waste treatment, storage, or disposal facility (TSD) without a permit, in violation of Section 3005 of RCRA and KSA Section 65-3437.

COUNT 3

FAILURE TO COMPLY WITH DISPOSAL REQUIREMENTS

45. Complainant hereby incorporates the allegations contained in Paragraphs 7 through 11 above, as if fully set forth herein.

Failure to Comply with the Manifest System

46. The regulation at 40 C.F.R. § 262.20, incorporated by K.A.R. 28-31-262(a), states that a generator who transports, or offers for transport a hazardous waste for offsite treatment, storage, or disposal, must prepare a Manifest (OMB Control number 2050-0039) on EPA Form 8700-22, and, if necessary, EPA Form 8700-22A, according to the instructions included in the appendix to 40 C.F.R. Part 262.

47. At the time of the June 2014 inspection, Respondent was disposing of 3-4 acetone/adhesive cleaner contaminated wipes generated monthly in its Carpentry Shop, and approximately 50 wipes containing spent brake cleaner and/or carb cleaner generated monthly in its Landscaping Maintenance Shop, in the general trash without preparing a manifest.

48. At the time of the June 2014 inspection, Respondent was accumulating spent brake and carb cleaner generated monthly in a 500-gallon Underground Storage Tank, where it was combined with water, dirt, leaves, and grass. This hazardous waste mixture was shipped off-site without the preparation of the required hazardous waste manifest, and was disposed as non-hazardous waste.

49. Respondent's offering of hazardous waste for transport and disposal without preparing a manifest is a violation of 40 C.F.R. § 262.20 and K.A.R. 28-31-262(a).

Failure to Properly Manifest Off-site Shipments of Hazardous Waste Used Oil

50. The regulation at 40 C.F.R. § 262.20 incorporated by K.A.R. 28-31-262(a), states that a generator who transports, or offers for transport a hazardous waste for offsite treatment, storage, or disposal, must prepare a Manifest (OMB Control number 2050-0039) on EPA Form 8700-22, and, if necessary, EPA Form 8700-22A, according to the instructions included in the appendix to 40 C.F.R. Part 262.

51. At the time of the June 2014 inspection, Respondent was adding listed hazardous waste to used oil which caused the used oil to become hazardous waste.

52. At the time of the June 2014 inspection, Respondent was transporting or offering for transport hazardous waste used oil that was either being sent for disposal at a facility that was not a TSD facility designated to receive hazardous waste, as required, or which was not designated as hazardous waste on the manifest.

53. Respondent's offering of hazardous waste used oil for transport and disposal without properly manifesting the waste as hazardous or without identifying a valid designated facility to receive the hazardous waste used oil is a violation of 40 C.F.R. § 262.20 and K.A.R. 28-31-262(a).

Failure to Comply with Land Disposal Restriction Requirements

54. The regulation at 40 C.F.R. § 268.7, incorporated by K.A.R. 28-31-268, establishes testing, tracking, and recordkeeping requirements for generators, treaters, and disposal facilities,

including the requirement that a generator of hazardous waste must determine if the waste has to be treated before it can be land disposed.

55. At the time of the June 2014 inspection, Respondent was disposing of multiple acetone/adhesive cleaner contaminated wipes and spent brake cleaner and carb cleaner contaminated wipes in the general trash monthly.

56. At the time of the June 2014 inspection, Respondent was disposing of spent blasting media by placing it with construction debris that was ultimately disposed in a landfill.

57. Respondent failed to determine whether the contaminated wipes and spent blasting media had to be treated before they were land disposed.

58. Respondent's failure to determine if waste it generated has to be treated before it can be land disposed is a violation of 40 C.F.R. § 268.7 and K.A.R. 28-31-268.

COUNT 4
FAILURE TO COMPLY WITH USED OIL STORAGE REQUIREMENTS

59. Complainant hereby incorporates the allegations contained in Paragraphs 7 through 11 above, as if fully set forth herein.

Failure to Label Used Oil Containers

60. The regulation at 40 C.F.R. § 279.22(c), incorporated by K.A.R. 28-31-279, requires that containers and aboveground tanks used to store used oil at generator facilities must be labeled or marked clearly with the words "Used Oil."

61. At the time of the June 2014 inspection, multiple containers used to store used oil generated by Respondent and stored at Respondent's facility, at the NIAR Machine Shop and outside the NIAR Composite Lab, were not labeled or marked clearly with the words "Used Oil."

62. Respondent's failure to label containers used to store used oil and stored at its facility constitutes a violation of 40 C.F.R. § 279.22(c) and K.A.R. 28-31-279.

Failure to Clean Up Used Oil Release

63. The regulation at 40 C.F.R. § 279.22(d)(3), incorporated by K.A.R. 28-31-279, requires that, upon detection of a release of used oil to the environment that is not subject to the requirements of 40 C.F.R. Part 280, Subpart F, a generator must clean up and manage properly the released used oil and other materials.

64. At the time of the June 2014 inspection, the inspector observed and photographed a 5-foot long used oil release outside Respondent's NIAR Composite Lab that had stained the concrete and asphalt.

65. At the location of the documented used oil release, there was a break between the concrete and asphalt where the used oil was able to reach and impact the environment.

66. Respondent's failure to clean up and manage properly the used oil spill documented at the time of the June 2014 inspection constitutes a violation of 40 C.F.R. § 279.22(d)(3) and K.A.R. 28-31-279.

CONSENT AGREEMENT

67. 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.

68. 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.

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

70. Respondent waives its right to a judicial or administrative hearing on any issue of fact or law set forth above, and its right to appeal the proposed Final Order portion of the Consent Agreement and Final Order.

71. 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 their respective costs and attorney's fees.

72. Respondent certifies that by signing this Consent Agreement and Final Order that to best of its knowledge, Respondent's facility is in compliance with all requirements of RCRA, 42 U.S.C. § 6901 *et. seq.* and all regulations promulgated thereunder.

73. The effect of settlement described in the following paragraph is conditioned upon the accuracy of Respondent's representations to EPA, as memorialized in the preceding paragraph.

74. Full payment of the penalty proposed in this Consent Agreement shall only resolve Respondent's liability for federal civil penalties for the violations alleged herein. Complainant reserves the right to take any enforcement action with respect to any other violations of RCRA or any other applicable law.

75. Full payment of the penalty proposed in this Consent Agreement 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.

76. The undersigned representative of Respondent 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.

77. Respondent agrees to prominently post on its external Environmental Health and Safety web site (www.wichita.edu/thisis/home/?u=ehsadmin) the Environmental Audit performed in July 2016 at various locations on the WSU campus. Respondent agrees to post this document within five (5) days of the effective date and may remove the document two (2) years after the effective date.

78. Respondent agrees that, in settlement of the claims alleged in this Consent Agreement and Final Order, Respondent shall pay a mitigated penalty of Ninety-Eight Thousand Five Hundred Seventy-Eight dollars (\$98,578) as set forth in Paragraphs 98 and 99 of the Final Order portion of this Consent Agreement and Final Order, and shall perform two Supplemental Environmental Projects (SEP) as described below.

Supplemental Environmental Project

79. In response to the violations of RCRA, alleged in this Consent Agreement and Final Order and in settlement of this matter, although not required by RCRA or any other federal, state, or local law, Respondent shall complete the SEPs described in this Consent Agreement and Final Order, which the parties agree are intended to secure significant environmental or public health protection and improvement.

80. Respondent shall complete the following SEPs:

- a. WSU SEP: The Respondent shall acquire a hazardous materials computer inventory system to cover all of the facilities at Wichita State University, as set forth in Attachment 1 to this Consent Agreement and Final Order. This system includes capabilities for electronic chemical and hazardous waste tracking, processing and disposal records. The SEP shall cost at least \$32,148. Respondent agrees that the SEP shall be completed and implemented within two (2) months of the effective date of this Consent Agreement and Final Order and agrees to utilize the computer inventory system for at least two years after the effective date of this Consent Agreement and Final Order.
- b. Wichita Public Schools (WPS) SEP: The Respondent has selected the WPS district as the recipient of this SEP. The Respondent shall contract with a third party to perform a one-time removal, transportation and disposal of hazardous waste generated at three public high schools and one facility building located within the Wichita Public School district. Based on the third-party bid, approximately 1,415 gallons of hazardous waste shall be removed and properly managed pursuant to RCRA. Additionally, Respondent shall acquire a hazardous

materials computer inventory system to cover all of the facilities at WPS, as set forth in Attachment 2 to this Consent Agreement and Final Order. This system includes capabilities for electronic chemical and hazardous waste tracking, processing and disposal records. The total cost for this SEP is at least \$43,393. Respondent agrees that the SEP shall be completed within three (3) months of the effective date of this Consent Agreement and Final Order and agrees to coordinate and provide support to WPS for at least two years after the effective date of this Consent Agreement and Final Order.

- c. Both SEPs shall be performed in accordance with the requirements of this Consent Agreement and Final Order.
- d. The total SEP cost for both projects \$75,541.

81. Respondent has selected the third party contractor who will perform the one-time removal, transportation and disposal of hazardous waste, in accordance with RCRA, from the WPS district. Based on information available to EPA at the time of the effective date of this CAFO, the EPA has approved the qualifications of the contractor.

82. Within four (4) months of the effective date of this Consent Agreement and Final Order, Respondent shall submit a SEP Report to the EPA contact identified below. The SEP Report shall contain the following information regarding each SEP:

- a. Detailed description of each SEP as implemented. The description shall include but not limited to: all itemized costs, manifests, LDRs, photographs and correspondence from WPS district that the one-time removal was completed and the chemical and hazardous waste computer inventory system has been installed and personnel have been trained on how to use the software.
- b. Description of any problems encountered in implementation of the projects and the solution thereto;
- c. Description of the specific environmental and/or public health benefits resulting from implementation of each SEP and to the extent feasible, quantify the benefits associated with the project and provide a report setting forth how the benefits were measured or estimated; and
- d. Certification that each SEP has been fully implemented pursuant to the provisions of this Consent Agreement and Final Order.

83. In itemizing its costs in the SEP Report, Respondent shall clearly identify and provide acceptable documentation for all SEP costs. For purposes of this paragraph, "acceptable documentation" includes invoices, purchase orders, or other documentation that specifically identifies and itemizes the individual costs of the goods and/or services for which payment is being made. Cancelled drafts do not constitute acceptable documentation unless such drafts specifically identify and itemize the individual costs of the goods and/or services for which payment is being made.

84. The SEP Report shall include the statement of Respondent, through an officer, signed and certifying under penalty of law the following:

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.

85. The SEP Report shall be submitted to:

Deborah Bredehoft, AWMD/WEMM
U.S. Environmental Protection Agency, Region 7
11201 Renner Boulevard
Lenexa, Kansas 66219.

86. On a quarterly basis, for a period of two years after the effective date of this Consent Agreement and Final Order, Respondent shall provide to the EPA contact identified in Paragraph 85 above, a certification with supporting documentation that WSU is utilizing the computer inventory system. Additionally, on a quarterly basis, for a period of two years after the effective date of this Consent Agreement and Final Order, Respondent shall provide a certification with supporting documentation that WSU coordinated and provided support to WPS in utilizing the computer inventory system.

87. Any public statement, oral or written, in print, film, internet, or other media, made by Respondent making reference to either of the SEPs shall include the following language:

This project was undertaken in connection with the settlement of an enforcement action taken by the U.S. Environmental Protection Agency to enforce federal laws.

88. With regard to the SEPs, Respondent certifies the truth and accuracy of each of the following:

- a. That all cost information provided to the EPA in connection with the EPA's approval of each SEP is complete and accurate and that Respondent in good faith estimates that the cost to implement the SEPs is \$75,541;
- b. That, as of the date of executing this Consent Agreement and Final Order, Respondent is not required to perform or develop either SEP by any federal, state, or local law or regulation and is not required to perform or develop either SEP by agreement, grant, or as injunctive relief awarded in any other action in any forum;
- c. That the SEPs are not projects that Respondent was planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this Consent Agreement and Final Order;
- d. That Respondent has not received and will not receive credit for either SEP in any other enforcement action;
- e. That Respondent will not receive reimbursement for any portion of either SEP

- from another person or entity;
 - f. That for federal income tax purposes, Respondent agrees that it will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing either SEP; and
 - g. Respondent is not a party to any open federal financial assistance transaction that is funding or could fund the same activity as the SEPs described in Paragraph 80.
89. Stipulated penalties for failure to complete SEPs/Failure to spend agreed-on amount.
- a. In the event Respondent fails to comply with any of the terms or provisions of this Agreement relating to the performance of the SEPs, above, and/or to the extent that the actual expenditures for the SEPs do not equal or exceed the cost of the SEPs described in this Consent Agreement and Final Order, Respondent shall be liable for stipulated penalties according to the provisions set forth below:
 - i. If a SEP has not been completed satisfactorily and timely pursuant to this Consent Agreement and Final Order, Respondent shall pay a stipulated penalty to the United States in the amount of \$113,311, minus any documented expenditures determined by EPA to be acceptable for either SEP.
 - ii. If the SEP is completed in accordance with this CAFO, but Respondent spent less than proposed SEP cost (\$75,541), Respondent shall pay a stipulated penalty to the United States which equals the difference between the proposed SEP amount as defined above and the actual cost of SEP.
 - iii. For failure to submit the SEP Report required by Paragraph 82 above, Respondent shall pay a stipulated penalty in the amount of \$250 for each day after the report was originally due until the report is submitted.
 - iv. For failure to submit the quarterly SEP certifications required by Paragraph 86 above, Respondent shall pay a stipulated penalty in the amount of \$250 for each day after the certification was originally due until the certification is submitted.
 - b. The determinations of whether the SEPs have been satisfactorily completed and whether the Respondent has made a good faith, timely effort to implement the SEPs shall be in the sole discretion of EPA.
 - c. Stipulated penalties shall begin to accrue on the day after performance is due, and shall continue to accrue through the final day of the completion of the activity or other resolution under this Consent Agreement and Final Order.
 - d. Respondent shall pay stipulated penalties not more than fifteen (15) days after receipt of written demand by EPA for such penalties. Method of payment shall be in accordance with the provisions of Paragraph 99 of the Final Order. Interest and late charges shall be paid as stated in Paragraph 90 herein.
 - e. Nothing in this agreement shall be construed as prohibiting, altering or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondent's violation of this agreement or of the statutes and regulations upon which this agreement is based, or for Respondent's violation of any applicable provision of law.

- f. The United States may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due under this Consent Agreement and Final Order.

90. Respondent understands that its failure to timely pay any portion of the civil penalty or any portion of a stipulated penalty as stated in Paragraph 89 may result in the commencement of a civil action in Federal District Court to recover the full remaining balance, along with penalties and accumulated interest. In such case, interest shall begin to accrue on a civil or stipulated penalty from the date of delinquency until such civil or stipulated penalty and any accrued interest are paid in full. 31 C.F.R. § 901.9(b)(1). Interest will be assessed at a rate of the United States Treasury Tax and loan rates in accordance with 31 U.S.C. § 3717. Additionally, a charge will be assessed to cover the costs of debt collection including processing and handling costs, and 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. 31 U.S.C. § 3717(e)(2).

Effective Date

91. This Consent Agreement and Final Order shall be effective upon filing 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

92. Notwithstanding any other provision of this Consent Agreement and Final Order, EPA reserves the right to enforce the terms of the Final Order portion of this Consent Agreement and Final Order by initiating a judicial or administrative action under Section 3008 of RCRA, 42 U.S.C. § 6928, and to seek penalties against Respondent in an amount not to exceed Fifty-Seven Thousand Three Hundred Ninety-One Dollars (\$57,391) per day, per violation, pursuant to Section 3008(c) of RCRA, for each day of non-compliance with the terms of the Final Order, or to seek any other remedy allowed by law.

93. Complainant reserves the right to take enforcement action against Respondent for any future violations of RCRA and its implementing regulations and to enforce the terms and conditions of this Consent Agreement and Final Order.

94. 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 Respondent's facility.

95. 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 Respondent's facility may present an imminent and substantial endangerment to human health and the environment.

96. 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.

97. This Consent Agreement and the Final Order shall remain in full force and effect until Complainant provides Respondent with written notice that all requirements hereunder have been satisfied.

IV. FINAL ORDER

Pursuant to the authority of Section 3008(a) and (g) of RCRA, 42 U.S.C. § 6928(a) and (g), and according to the terms of this Consent Agreement and Final Order, IT IS HEREBY ORDERED THAT:

A. Payment of Civil Penalty

98. Within thirty (30) days of the effective date of this Consent Agreement and Final Order, Respondent shall pay a civil penalty of Ninety-Eight Thousand Five Hundred Seventy-Eight dollars (\$98,578).

99. Payment of the penalty shall be made by cashier or certified check, by wire transfer, or on-line, as listed below. The Payment shall reference the Docket Number on the check or wire transfer. If made by cashier or certified check, the check shall be made payable to "Treasurer of the United States" and remitted to:

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

or by alternate payment method described at <http://www.epa.gov/financial/makepayment>.

100. A copy of the check, transfer, or on-line payment confirmation shall simultaneously be sent to the following:

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 7
11201 Renner Boulevard
Lenexa, Kansas 66219; and

Kelley Catlin
U.S. Environmental Protection Agency, Region 7
11201 Renner Boulevard
Lenexa, Kansas 66219.

101. No portion of the civil penalty or interest paid by Respondent pursuant to the requirements of this Consent Agreement and Final Order shall be claimed by Respondent as a deduction for federal, state, or local income tax purposes.

B. Parties Bound

102. This 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. 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.

C. Compliance Actions

103. Respondent shall take the following actions within the time periods specified, according to the terms and conditions specified below:

- a. Within thirty (30) days of the effective date of this Consent Agreement and Final Order, Respondent shall submit to the EPA:
 - i. Photographic documentation showing that the container in photo 25 accompanying the inspection report of the June 2014 inspection (1, full, 1.5-quart storage container) has been properly labeled.
 - ii. Photographic documentation showing that the used oil release referenced in Count 4 has been cleaned up.
 - iii. An explanation regarding whether the D001 waste code is or is not applicable to gram staining waste (U002 and U154 are listed due to ignitability).
- b. On a quarterly basis for a period of one year following the effective date of this Consent Agreement and Final Order, Respondent shall submit to the EPA:
 - i. Copies of all out-going manifests and bills of lading for all hazardous wastes shipped offsite, including for the spent blasting media.
 - ii. A narrative description explaining the steps that Respondent has taken to ensure that its hazardous waste storage containers are correctly labeled, dated, and closed, and attesting that it is currently in compliance with the applicable regulatory requirements.
 - iii. Photographic documentation showing that all used oil containers at WSU are appropriately labeled.

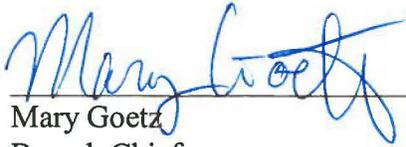
104. Respondent shall submit all documents produced to comply with Paragraph 103 of the Final Order above to Deborah Bredehoft at the address listed in Paragraph 85.

For the Complainant:

The United States Environmental Protection Agency

2 MAR 17

Date



Mary Goetz

Branch Chief

Waste Enforcement and Materials Management Branch

Air and Waste Management Division

U.S. Environmental Protection Agency

Region 7

3/2/17

Date



Kelley Catlin

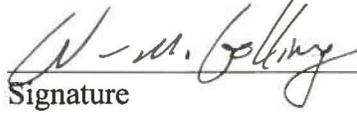
Assistant Regional Counsel

U.S. Environmental Protection Agency

Region 7

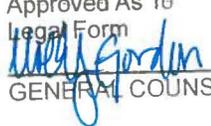
For Respondent:
Wichita State University

3/2/2017
Date


Signature

Printed Name Werner M. Golling
 Vice President for Finance and Administration

Title

Approved As To
Legal Form
 3/1/2017
GENERAL COUNSEL

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

March 8, 2017
Date

Karina Borromeo
Karina Borromeo
Regional Judicial Officer



**SUPPLEMENTAL ENVIRONMENTAL PROJECT WORK PLAN
IMPROVE HAZARDOUS WASTE TRACKING, PROCESSING AND HANDLING
WICHITA STATE UNIVERSITY**

Background

Wichita State University (WSU) is committed to compliance with all EPA regulations, and is eager to implement measures to ensure that compliance. Accordingly, WSU seeks to purchase new software to help more accurately and efficiently track waste. Currently, laboratory supervisors monitor accumulation containers and request the Environmental Health and Safety department (EHS) to remove waste containers for disposal. This information is tracked manually by each individual generating entity across WSU and provided to EHS personnel. An upgrade to WSU's computer system would provide the university with capabilities for electronic hazardous waste tracking, processing and disposal records. This would improve logistics and efficiency regarding the waste accumulation storage and disposal process. It will also streamline the process by providing the EHS department with additional oversight and information regarding the waste on campus.

Scope

The project involves the purchase of the software, the training of staff, and implementation of action. The total cost of the software, support and maintenance is \$32,148.00

Project Benefits

WSU's environmental safety program will be significantly enhanced by the above-referenced software. The software will help WSU to more effectively administer in-place safety protocols by creating an automated system of alerts that help maintain communication between the inspectors, primary investigators, lab managers and the EHS administrators. These alerts will notify EHS staff when a lab has an inspection due, and will disseminate the results to all parties

responsible, and issue clear directions to correct any deficiencies discovered during inspections. This will further WSU's commitment regarding proper storage and removal of containers within regulatory timeframes.

Additionally, the proposed waste pickup and processing system will allow better tracking of hazardous materials, and help ensure the timely disposal of waste materials. WSU's EHS will be able to monitor the volume of waste being stored at all relevant campus locations, and communicate with all parties responsible for its disposal to facilitate disposal.

The availability of electronic information will allow quick evaluations and assessments to generate a better picture of the use and storage of chemicals and waste. This will provide EHS the capability to determine and implement future handling and waste reduction strategies. And, perhaps, it could help WSU evaluate ways to eliminate or lessen various acute waste.

Project Schedule

The typical installation and implementation time schedule involves:

- a. Order Date
- b. Conversion of existing EH&S Assistant safety data, within 7 days of receipt of data
- c. Delivery of EH&S Assistant, 2 days after data conversion
- d. Completion of Installation, 30 days after data conversion

November 28, 2016

Molly Gordon
Assistant General Counsel
Wichita State University
1845 Fairmount
201 Morrison Hall
Wichita, KS 67260

Dear Ms. Gordon,

Thank you so very much for your request for information on the Environmental Health & Safety Assistant.

Our goal is to provide the latest technology to help transform organizations through the use of e-business Internet enabled solutions providing cost effective environmental management.

The Environmental Health & Safety Assistant was initially created for a large research facility that required a better way of tracking radioactive materials in the early 90's. This initial development has been added upon to include the majority of applications that are Environmental Health & Safety related. Since its early development, our clients have been the predominant authors of this software. They told us what made sense for their work flow and we developed the software to meet their requirements.

On Site Systems is presently rolling out its 4th generation of Environmental Health & Safety software applications. This most recent version has been under development since mid-2014. It includes a total rewrite of all previously developed web and client applications. The new applications are all web browser-based, which means that if you have access to the web and you have the approved security credentials, access to the program can be yours. In addition, this new technology allows for accessing the EH&S Assistant with any device that is linked to the web. This includes iPads, iPhones, Android Devices, Tablets, Notebooks, and regular PCs. Connectivity is available wherever you are at your facility.

In addition, we are adding new capabilities that make customizing your applications easy. An approved admin can now change labeling on forms and remove fields that are not presently required. Remove them for now and easily add them back in the future. This eliminates the need to get an IT person involved in making the simple changes that you require.

I have enclosed the features and updated costs associated with implementing the Chemical Safety Assistant, and Waste Pickup and Processing modules. Additionally, information on our other modules is available upon request. Because of the complexity and size of the EH&S Assistant program it becomes difficult to send a demonstration version of the software. What we would like to do is schedule some time and perform a demonstration over the Internet and telephone using a commercial Web conferencing program. This demonstration will allow you to see the depths of detail of our programs and at the same time allow On Site Systems a better understanding of your program and requirements.

EH&S Assistant system features a common sense, menu-driven approach in each functional application, Biological Safety, Chemical Safety and Radiation Safety all of which include Permit Documentation. This specialized software enables customers to increase both their effectiveness and their competitiveness. The user-friendly format provides the BSO, CSO, RSO & Environmental Health and Safety Managers with quick access to critical information by key functions, and prompts the user at every step to insure accuracy and thorough compliance. Each of the major components can stand alone or be combined to form the EH&S Assistant.

General Information

On Site System provides programs to include:

- **Web Chemical Safety Assistant**
- **Waste Pickup and Processing**

General Software Description

Chemical Safety Assistant – a web based data management program for users of Controlled Substances and Hazardous Chemicals. The Chemical Safety Assistant is a unique computer software program designed to help the Chemical Safety Officer (CSO) or Industrial Hygienist efficiently meet federal, state and local requirements for managing the safe use of Controlled Substances and Hazardous Chemicals. The CS Assistant allows for the documentation of your Controlled Substance purchasing, receipt, real-time inventory, use, waste, disposal, training records, lab surveys and audits, equipment inventory, including calibration records and locations as well as general information about your facility.

Environmental Health & Safety Assistant

For laboratories that need a real-time solution, the EH&S Assistant delivers all the tools needed to track and report materials, equipment, training, inspections and personnel while meeting safety and regulatory requirements. The EH&S Assistant applications are used by safety administration (EHS office) and the research staff PI's and allows total or limited access to their own particular labs information including remote inventory control and barcode labeling. The security system controls which PI's information is displayed. Security is controlled at both the server level and at the application level. A sign-on and password is required for entry into the program. The Environmental Health and Safety Department initiates sign-on and password information. Rights determine the level of access each member of safety administration and research staff will have:

Chemical Safety

The Chemical Safety Assistant is a data management program for users of Controlled Substances and Hazardous Chemicals. The Chemical Safety Assistant is a unique computer software program designed to help the Chemical Safety Officer (CSO) or Industrial Hygienist efficiently meet federal, state and local requirements for managing the safe use of Controlled Substances and Hazardous Chemicals. The CS Assistant allows for the documentation of your Controlled Substance purchasing, receipt, use, waste disposal, real-time inventory, training records, lab surveys and audits, instrument inventory, including calibration records and locations as well as general information about your facility. In addition, creating timely reports to National, State, and local agencies is a very important benefit. Reports like Homeland Security, Tier Reporting, Fire Zone Reporting, as well as local emergency response reporting saves EHS personnel a significant amount of time.

13000 Web Chemical Safety Assistant

Chemical Safety Administration

- **Chemical Inventory**
 1. The CS Assistant will handle large numbers of inventory receipt and disposal records.
 2. Tracks individual items by an assigned inventory number.
 3. Quick chemical entry

4. Allows input of data at time of chemical material order.
 5. Assigns shipment to user inventory at time of receipt
 6. Documents chemical location within the facility
 7. View current inventory-facility, P.I., chemical or hazard
 8. Allows partial disposal or transfer of chemical materials from an inventory item
 9. Adjust inventory through disposals or transfers
 10. Tracks chemical material from a user through a waste stream until final disposal
 11. Bar code label generation
 12. Mobile ChemScan import
 13. Archives chemical material data as specified by user
 14. Controlled substance profile information
 15. Regulatory Information
 16. Physical /chemical characteristics
 17. Health & hazard data
 18. Fire & explosion hazard data
 19. Can link to MSDS look-up
 20. Inventory reports
- Waste Handling
 1. Waste pickup request
 2. Waste pickup reports
 3. Chemical waste entry reports
 4. Removal of chemicals from PI's inventory
 5. Chemical removal reports
 6. Maintain Control Tables
 - a. Generator information
 - b. State ID
 - c. EPA ID
 7. Process drums
 8. Process custom manifests
 9. Process shipments
 10. Produce management tracking reports
 11. Waste stream information
 12. Compliance reporting
 13. Import P.I. information
 14. Trend tracking
 15. Interactive request for pickup
 16. Chemical waste archive reports
 17. DOT shipping documents
 - Requisition and Procurement
 1. View/add/edit/delete purchase requisitions for chemicals
 2. Compare purchase to BOCA limits
 3. Approve purchase
 4. Chemical procurement reports
 - Lab Inspections
 1. Add inspection categories, violation codes, deficiency values and recommendations
 2. Add inspectors
 3. Add inspection results
 4. Add violations, deficiency values
 5. Generate inspection reports
 - Lab Equipment
 1. Add/edit/delete/archive equipment, fume hoods, environmental meters, eye wash & showers
 2. Add/edit/delete equipment inspection/maintenance histories
 3. Archive equipment, fume hoods, environmental meters, eye wash & showers records
 4. Equipment reports
 - Training Program and Training Records Management
 1. Enter course information
 2. Training history and requirements

3. Setup employee training curriculum
 4. Training session scheduling
 5. Training reports and certificates
- Chemical Permit Documentation
 1. General Information-introduction to the project with introduction text
 2. Personnel involved in the project including PI & worker training & experience
 3. Personnel-additional individuals involved in the project
 4. Facilities, building and labs involved in the project
 5. Chemicals & Controlled Substances to be used
 - Chemical Storeroom (optional)
 1. Allows for receipt handling, inspection and delivery to the lab of chemical shipments
 2. Prints and affixes bar code labels to new Store stock
 3. Maintains shelf stock within the Store
 4. Selected items bar codes are scanned at checkout
 5. Handles surplus inventory for redistribution

Chemical Users

- Inventory Control
 1. View current inventory
 2. Add/edit/delete inventory records
 3. Adjust inventory through disposal or transfer
 4. View disposed inventory and in-lab waste
 5. View archived chemical records
- Chemical Waste Handling and Waste Pickup Requests
 1. Use notebook to transfer waste pickup request to virtual drum
 2. Transfer virtual drum to temporary storage location
 3. Create Lab Pack from vendor input
 4. Add/edit/delete/view waste pickup request
- Chemical Requisitions
 1. Add/edit/delete/view requisitions
- Personnel & Training Histories
 1. View training history
 2. View future scheduled training
- Reports
 1. Preliminary chemical inspection report
 2. Listing of training due
 3. Employee verification
- Worker Registration
 1. Add new worker to the permit
 2. Update worker information
 3. Notify EH&S of worker no longer associated with the permit
- Stockroom Requisitions (optional)
 1. Requisition of stockroom chemicals and supplies

Implementation Methodology/Process

The implementation methodology is similar to all previous installations of the Environmental Health and Safety Assistant. The process follows a strict set of guidelines developed to facilitate the implementation process.

- a. Scope- determination of the size of the project. The Wichita State University specifications combined with the EH&S Assistant Applications allow On Site Systems to evaluate the extent of the project.
- b. Planning- allows for setting the proper expectations and devoting the appropriate amount of time for reaching those expectations.
- c. On Site Systems will test the Software on hardware of like configuration prior to the date of delivery of the software. An examination to authenticate the software will be conducted during the customization process. On Site Systems will deliver the Software via electronic data transfer. On Site Systems will also include program documentation in electronic form.
- d. Roll Out- the implementation process will be phased in over the period of one month.

Implementation – Implementation of the EH&S Assistant begins with the conversion of specific organizational information. This includes the entry of license, personnel, department, and lab/locations. Some information will require the reentry of data manually while other information may allow for the transfer of information automatically from your current data system to the new EH&S Assistant. There is a charge for the conversion process.

Warranty & Maintenance – The Warranty Period of ninety (90) days shall begin on the Date of Delivery of each Software application. Maintenance and Support shall be provided at no charge during the Warranty Period. The Base Year Maintenance Period for the Software if purchased shall begin on the last day of the Warranty Period and continue for one (1) year.

The cost of a yearly maintenance contract is 12% of the cost of the software. On Site Systems is committed to providing the highest quality support to its customers. Support is an essential part of the successful implementation and continued business relationship. This maintenance includes enhancements to the EH&S Assistant program, bug repair and telephone support.

Authentication Integration

Authentication Integration refers to a Single sign-on or (SSO) as part of access control of multiple related, but independent software systems. With the SSO a user logs in once with their logon and gains access to multiple systems without being prompted to login again for each of them.

Benefits of a SSO

- Reducing password fatigue from different user name and password combinations
- Reducing time spent re-entering passwords for the same identity
- Reducing costs due to lower number of help desk calls about passwords

Cost Structure - New Web Applications

		Wichita State Cost	
Chemical Safety			
13000	Chemical Safety Assistant		24,250.00
13001	Waste Pickup & Processing		2,400.00
	Total Software		26,650.00
	One-Time Data Conversion		1,800.00
	Support & Maintenance this purchase		3,198.00
* Maintenance cost is based on all software purchased	Total Support & Maintenance		3,198.00
	One-Time Authentication		500.00
	Total Purchase		32,148.00

Delivery – Time Schedule

The typical installation and implementation time schedule involves:

- a. Order Date
- b. Conversion of existing EH&S Assistant safety data, within 7 days of receipt of data
- c. Delivery of EH&S Assistant, 2 days after data conversion
- d. Completion of Installation, 30 days after data conversion

Terms – Terms/Payment Schedule:

EH&S Assistant
Maintenance contract

Net 30 Days from receipt of invoice
Net 30 Days from receipt of invoice

On Site Systems appreciates the opportunity to present this information to you. Please be assured, we will do whatever it takes to insure your satisfaction. If you should have any questions, please do not hesitate to call or email.

Sincerely,

Evan Bolesta
Sales Manager
onsite@hpassist.com



SUPPLEMENTAL ENVIRONMENTAL PROJECT WORK PLAN
WICHITA STATE UNIVERSITY

Background

Wichita State University (WSU) is committed to compliance with all EPA regulations, and is eager to implement measures to ensure that compliance within our own facility. Additionally, after research and investigation into the hazardous waste management needs of entities near WSU, the University seeks to assist the Wichita Public Schools (WPS) in the one-time removal, transportation and disposal of hazardous wastes currently located in several of WPS's educational facilities. This SEP will immediately reduce hazardous waste at WPS facilities and reduce future waste generation at those facilities, which will improve the health and safety of students, faculty and staff who utilize the facilities, as well as the surrounding community.

To facilitate continued compliance for the WPS, WSU also seeks to purchase new software to help WPS more accurately and efficiently track waste. Currently, waste is managed manually through the WPS Environmental Services office. An upgrade to the computer system would provide the school district with capabilities for electronic hazardous waste tracking, processing and disposal records. This would improve logistics and efficiency regarding the waste accumulation storage and disposal process. It will also streamline the process by providing the WPS Environmental Services department with additional oversight and information regarding waste generation throughout the district.

About Wichita Public Schools

WPS, also known as USD 259, has 105 buildings, including 11 high schools and 14 middle schools. Many of these schools are located in neighborhoods that include substantial low income and/or minority populations. The student population is 55,000 people. All environmental compliance for this huge conglomeration goes through the Environmental Services office located at the School Service Center, which is charged with the responsibility for hazardous waste disposal, among other tasks. There is an incredible need for this SEP to help the budget-strapped school district. WPS is facing considerable financial challenges, including a \$16 to \$30 million estimated cost increase for 2017 fiscal year, combined with flat revenue under the state's block grant funding system and state wide budget cuts.

The types of waste streams vary from school to school. Due to economic pressures and lack of resources, WPS faces extreme challenges in managing its waste. Continued financial difficulties are anticipated state wide, and will directly impact WPS and its ability to remove and dispose of existing and future waste in its schools.

Scope

The project involves a one-time cleanup of various sites, as well as the purchase of the software, the training of staff, and implementation of action. The total cost of the waste removal, transportation and disposal is \$11,245. The total cost of the software, support and maintenance is \$32,148.00.

Project Benefits

WPS will greatly benefit from the proper removal, transportation and disposal of hazardous waste. The district is currently conducting an assessment of laboratory chemicals and maintenance chemicals throughout the district that can be removed from inventory due to age or condition and thereby conserving student and staff health. As such, a waste removal would be incredibly helpful and is much needed.

WPS's environmental safety program will be significantly enhanced by the above-referenced software. The software will help WPS to more effectively administer in-place safety protocols by creating an automated system of alerts that help maintain communication between the inspectors, primary investigators, lab managers and the Environmental Services administrators. These alerts will notify Environmental staff when a lab has an inspection due, and will disseminate the results to all parties responsible, and issue clear directions to correct any deficiencies discovered during inspections. This will further WPS's commitment regarding proper storage and removal of containers within regulatory timeframes.

Additionally, the proposed waste pickup and processing system will allow better tracking of hazardous materials, and help ensure the timely disposal of waste materials. WPS's Environmental Services will be able to monitor the volume of waste being stored at all relevant campus locations, and communicate with all parties responsible for its disposal to facilitate disposal.

The availability of electronic information will allow quick evaluations and assessments to generate a better picture of the use and storage of chemicals and waste.

This will provide Environmental Services the capability to determine and implement future handling and waste reduction strategies. And, perhaps, it could help WPS evaluate ways to eliminate or lessen various acute waste and work toward environmental sustainability.

Project Schedule

A. Waste Removal

WSU has contacted Tradebe to provide the waste removal services.

B. Computer Program

The typical installation and implementation time schedule involves:

- a. Order Date
- b. Conversion of existing EH&S Assistant safety data, within 7 days of receipt of data
- c. Delivery of EH&S Assistant, 2 days after data conversion
- d. Completion of Installation, 30 days after data conversion

A quote for services from On-Site is attached.

Wichita State University will coordinate the waste cleanout and software installation with Tradebe and On-Site.

December 16, 2016

John Allison
Superintendent of Schools
Wichita Public Schools Unified District 259
201 North Water Street
Wichita, KS 67202

Dear Mr. Allison,

Thank you so very much for your request for information on the Environmental Health & Safety Assistant.

Our goal is to provide the latest technology to help transform organizations through the use of e-business Internet enabled solutions providing cost effective environmental management.

The Environmental Health & Safety Assistant was initially created for a large research facility that required a better way of tracking radioactive materials in the early 90's. This initial development has been added upon to include the majority of applications that are Environmental Health & Safety related. Since its early development, our clients have been the predominant authors of this software. They told us what made sense for their work flow and we developed the software to meet their requirements.

On Site Systems is presently rolling out its 4th generation of Environmental Health & Safety software applications. This most recent version has been under development since mid-2014. It includes a total rewrite of all previously developed web and client applications. The new applications are all web browser-based, which means that if you have access to the web and you have the approved security credentials, access to the program can be yours. In addition, this new technology allows for accessing the EH&S Assistant with any device that is linked to the web. This includes iPads, iPhones, Android Devices, Tablets, Notebooks, and regular PCs. Connectivity is available wherever you are at your facility.

In addition, we are adding new capabilities that make customizing your applications easy. An approved admin can now change labeling on forms and remove fields that are not presently required. Remove them for now and easily add them back in the future. This eliminates the need to get an IT person involved in making the simple changes that you require.

I have enclosed the features and updated costs associated with implementing the Health Physics Assistant, Chemical Safety Assistant, Waste Pickup and Processing and Tablet Inspection Assistant modules. Additionally, information on our other modules is available upon request. Because of the complexity and size of the EH&S Assistant program it becomes difficult to send a demonstration version of the software. What we would like to do is schedule some time and perform a demonstration over the Internet and telephone using a commercial Web conferencing program. This demonstration will allow you to see the depths of detail of our programs and at the same time allow On Site Systems a better understanding of your program and requirements.

EH&S Assistant system features a common sense, menu-driven approach in each functional application, Biological Safety, Chemical Safety and Radiation Safety all of which include Permit Documentation. This specialized software enables customers to increase both their effectiveness and their competitiveness. The user-friendly format provides the BSO, CSO, RSO & Environmental Health and Safety Managers with quick access to critical information by key functions, and prompts the user at every step to insure accuracy and thorough compliance. Each of the major components can stand alone or be combined to form the EH&S Assistant.

General Information

On Site System provides programs to include:

- **Web Chemical Safety Assistant**
- **Waste Pickup and Processing**

General Software Description

Chemical Safety Assistant – a web based data management program for users of Controlled Substances and Hazardous Chemicals. The Chemical Safety Assistant is a unique computer software program designed to help the Chemical Safety Officer (CSO) or Industrial Hygienist efficiently meet federal, state and local requirements for managing the safe use of Controlled Substances and Hazardous Chemicals. The CS Assistant allows for the documentation of your Controlled Substance purchasing, receipt, real-time inventory, use, waste, disposal, training records, lab surveys and audits, equipment inventory, including calibration records and locations as well as general information about your facility.

Environmental Health & Safety Assistant

For laboratories that need a real-time solution, the EH&S Assistant delivers all the tools needed to track and report materials, equipment, training, inspections and personnel while meeting safety and regulatory requirements. The EH&S Assistant applications are used by safety administration (EHS office) and the research staff PI's and allows total or limited access to their own particular labs information including remote inventory control and barcode labeling. The security system controls which PI's information is displayed. Security is controlled at both the server level and at the application level. A sign-on and password is required for entry into the program. The Environmental Health and Safety Department initiates sign-on and password information. Rights determine the level of access each member of safety administration and research staff will have:

Chemical Safety

The Chemical Safety Assistant is a data management program for users of Controlled Substances and Hazardous Chemicals. The Chemical Safety Assistant is a unique computer software program designed to help the Chemical Safety Officer (CSO) or Industrial Hygienist efficiently meet federal, state and local requirements for managing the safe use of Controlled Substances and Hazardous Chemicals. The CS Assistant allows for the documentation of your Controlled Substance purchasing, receipt, use, waste disposal, real-time inventory, training records, lab surveys and audits, instrument inventory, including calibration records and locations as well as general information about your facility. In addition, creating timely reports to National, State, and local agencies is a very important benefit. Reports like Homeland Security, Tier Reporting, Fire Zone Reporting, as well as local emergency response reporting saves EHS personnel a significant amount of time.

13000 Web Chemical Safety Assistant

Chemical Safety Administration

- Chemical Inventory
 1. The CS Assistant will handle large numbers of inventory receipt and disposal records.
 2. Tracks individual items by an assigned inventory number.
 3. Quick chemical entry
 4. Allows input of data at time of chemical material order.

5. Assigns shipment to user inventory at time of receipt
 6. Documents chemical location within the facility
 7. View current inventory-facility, P.I., chemical or hazard
 8. Allows partial disposal or transfer of chemical materials from an inventory item
 9. Adjust inventory through disposals or transfers
 10. Tracks chemical material from a user through a waste stream until final disposal
 11. Bar code label generation
 12. Mobile ChemScan import
 13. Archives chemical material data as specified by user
 14. Controlled substance profile information
 15. Regulatory Information
 16. Physical /chemical characteristics
 17. Health & hazard data
 18. Fire & explosion hazard data
 19. Can link to MSDS look-up
 20. Inventory reports
- Waste Handling
 1. Waste pickup request
 2. Waste pickup reports
 3. Chemical waste entry reports
 4. Removal of chemicals from PI's inventory
 5. Chemical removal reports
 6. Maintain Control Tables
 - a. Generator information
 - b. State ID
 - c. EPA ID
 7. Process drums
 8. Process custom manifests
 9. Process shipments
 10. Produce management tracking reports
 11. Waste stream information
 12. Compliance reporting
 13. Import P.I. information
 14. Trend tracking
 15. Interactive request for pickup
 16. Chemical waste archive reports
 17. DOT shipping documents
 - Requisition and Procurement
 1. View/add/edit/delete purchase requisitions for chemicals
 2. Compare purchase to BOCA limits
 3. Approve purchase
 4. Chemical procurement reports
 - Lab Inspections
 1. Add inspection categories, violation codes, deficiency values and recommendations
 2. Add inspectors
 3. Add inspection results
 4. Add violations, deficiency values
 5. Generate inspection reports
 - Lab Equipment
 1. Add/edit/delete/archive equipment, fume hoods, environmental meters, eye wash & showers
 2. Add/edit/delete equipment inspection/maintenance histories
 3. Archive equipment, fume hoods, environmental meters, eye wash & showers records
 4. Equipment reports
 - Training Program and Training Records Management
 1. Enter course information
 2. Training history and requirements
 3. Setup employee training curriculum

4. Training session scheduling
 5. Training reports and certificates
- Chemical Permit Documentation
 1. General Information-introduction to the project with introduction text
 2. Personnel involved in the project including PI & worker training & experience
 3. Personnel-additional individuals involved in the project
 4. Facilities, building and labs involved in the project
 5. Chemicals & Controlled Substances to be used
 - Chemical Storeroom (optional)
 1. Allows for receipt handling, inspection and delivery to the lab of chemical shipments
 2. Prints and affixes bar code labels to new Store stock
 3. Maintains shelf stock within the Store
 4. Selected items bar codes are scanned at checkout
 5. Handles surplus inventory for redistribution

Chemical Users

- Inventory Control
 1. View current inventory
 2. Add/edit/delete inventory records
 3. Adjust inventory through disposal or transfer
 4. View disposed inventory and in-lab waste
 5. View archived chemical records
- Chemical Waste Handling and Waste Pickup Requests
 1. Use notebook to transfer waste pickup request to virtual drum
 2. Transfer virtual drum to temporary storage location
 3. Create Lab Pack from vendor input
 4. Add/edit/delete/view waste pickup request
- Chemical Requisitions
 1. Add/edit/delete/view requisitions
- Personnel & Training Histories
 1. View training history
 2. View future scheduled training
- Reports
 1. Preliminary chemical inspection report
 2. Listing of training due
 3. Employee verification
- Worker Registration
 1. Add new worker to the permit
 2. Update worker information
 3. Notify EH&S of worker no longer associated with the permit
- Stockroom Requisitions (optional)
 1. Requisition of stockroom chemicals and supplies

Tablet Inspection Assistant

Today's environment dictates strict compliance standards and regulations. You must be diligent and have the ability to prove you are doing all that is reasonable to maintain a safe and healthy workplace. You spend considerable time inspecting and auditing your institution but

many of you are still doing it the old fashion way, on paper. Paper systems are slow, time consuming and difficult to connect with office productivity.

Mobile computing solutions give workers fast, convenient access to the information and applications they need to be productive. By connecting your workers to the Inspection Assistant software, your entire inspection workforce is extended control and communications, helping increase organizational efficiency and responsiveness. Proven reliable, easy to deploy, simple to manage and secure, handheld solutions deliver tangible benefits. A Tablet offers a mobile computing environment that connects seamlessly to mission critical desktop/laptop data.

The EH&S Assistant inspection process involves;

1. Determining if deficiencies exist
2. determine if the deficiencies are critical
3. Re-inspection
 - a. 48 hours for critical deficiencies
 - b. 24 hours for critical deficiencies not corrected after 48 hour re-inspection
 - c. 30 days for non-critical deficiencies
4. Initiate a series of escalating email deficiency notifications

Handheld computing solutions give mobile inspection workers fast, convenient access to the information and applications they need to be productive. By connecting your workers to the Compliance Assistant software, your entire inspection workforce is extended control and communications, helping increase organizational efficiency and responsiveness. Proven reliable, easy to deploy, simple to manage and secure, handheld solutions deliver tangible benefits. Handheld offers a mobile computing environment that connects seamlessly to mission critical desktop data.

The Compliance Assistant allows you to customize your inspection system to meet your unique risks by individualizing the user defined inspection categories such as: Biological, Chemical, Radiation, Food Service, and Patient Care etc. The Compliance Assistant, with mobile solutions, will give you the field mobility features you require from the EH&S Assistant for fast, efficient mobile computing.

- 12450 Tablet Inspection Assistant- Web Based Inspections

1. Enables real-time data communications
2. Download inspection criteria
3. Download previous inspections data
4. Download Lab Safety Profile
 - a. Lab specific information
 - b. Biosafety Cabinets
 - c. Fume Hoods
 - d. Attached PI's
 - e. Hazard Assessment
 - i. Hazard type
 - ii. Hazard code
 - iii. Hazard description
 - iv. Hazard detail
 - f. Safety contact information
 - g. Permits
 - h. Placards & Signage
5. Download all data relative to the inspection
 - a. Employee information
 - b. Permit information
 - c. Worker training history
 - d. Equipment assignments
 - e. Inventory data
 - i. Limits
 - ii. Current levels
 - iii. Lab waste data
6. Conduct real-time lab inspection annotating status of;
 - a. Compliant
 - b. Non-compliant/Not acceptable
 - c. Critical Violation
 - d. N/A Not applicable
7. Document your finding by taking pictures of your observations right off the Tablet
8. Allows for working offline if out-of-range of WIFI, Bluetooth Wireless or Mobile Broadband

Implementation Methodology/Process

The implementation methodology is similar to all previous installations of the Environmental Health and Safety Assistant. The process follows a strict set of guidelines developed to facilitate the implementation process.

- a. Scope- determination of the size of the project. The Wichita Unified Public School District 259 specifications combined with the EH&S Assistant Applications allow On Site Systems to evaluate the extent of the project.
- b. Planning- allows for setting the proper expectations and devoting the appropriate amount of time for reaching those expectations.
- c. On Site Systems will test the Software on hardware of like configuration prior to the date of delivery of the software. An examination to authenticate the software will be conducted during the customization process. On Site Systems will deliver the Software via electronic data transfer. On Site Systems will also include program documentation in electronic form.
- d. Roll Out- the implementation process will be phased in over the period of one month.

Implementation – Implementation of the EH&S Assistant begins with the conversion of specific organizational information. This includes the entry of license, personnel, department, and lab/locations. Some information will require the reentry of data manually while other

information may allow for the transfer of information automatically from your current data system to the new EH&S Assistant. There is a charge for the conversion process.

Warranty & Maintenance – The Warranty Period of ninety (90) days shall begin on the Date of Delivery of each Software application. Maintenance and Support shall be provided at no charge during the Warranty Period. The Base Year Maintenance Period for the Software if purchased shall begin on the last day of the Warranty Period and continue for one (1) year.

The cost of a yearly maintenance contract is 12% of the cost of the software. On Site Systems is committed to providing the highest quality support to its customers. Support is an essential part of the successful implementation and continued business relationship. This maintenance includes enhancements to the EH&S Assistant program, bug repair and telephone support.

Authentication Integration

Authentication Integration refers to a Single sign-on or (SSO) as part of access control of multiple related, but independent software systems. With the SSO a user logs in once with their logon and gains access to multiple systems without being prompted to login again for each of them.

Benefits of a SSO

- Reducing password fatigue from different user name and password combinations
- Reducing time spent re-entering passwords for the same identity
- Reducing costs due to lower number of help desk calls about passwords

Cost Structure - New Web Applications

		USD 259
		Cost
Chemical Safety		
	13000 Chemical Safety Assistant	24,250.00
	13001 Waste Pickup & Processing	2,400.00
	Total Software	26,650.00
	One-Time Data Conversion	1,800.00
	Support & Maintenance this purchase	3,198.00
* Maintenance cost is based on all software purchased	Total Support & Maintenance	3,198.00
	One-Time Authentication	500.00
	Total Purchase	32,148.00

Delivery – Time Schedule

The typical installation and implementation time schedule involves:

- a. Order Date
- b. Conversion of existing EH&S Assistant safety data, within 7 days of receipt of data
- c. Delivery of EH&S Assistant, 2 days after data conversion
- d. Completion of Installation, 30 days after data conversion

Terms – Terms/Payment Schedule:

EH&S Assistant
Maintenance contract

Net 30 Days from receipt of invoice
Net 30 Days from receipt of invoice

On Site Systems appreciates the opportunity to present this information to you. Please be assured, we will do whatever it takes to insure your satisfaction. If you should have any questions, please do not hesitate to call or email.

Sincerely,

Evan Bolesta
Sales Manager
onsite@hpassist.com



December 7, 2016

QK-161920

Troy Bruun
Associate Vice President
Wichita State University
1845 Fairmount St.
Wichita, KS 67260

Dear Mr. Troy Bruun:

Tradebe Treatment and Recycling, LLC is pleased to propose the enclosed proposal for the packaging, transportation and disposal of waste located at USD 259 High School in Wichita, KS. Tradebe Treatment and Recycling, LLC has routinely provided this type of service to thousands of customers throughout the United States. Our personnel are all highly trained in OSHA, RCRA, and DOT regulations, including hazard recognition to ensure complete compliance in managing your waste.

This proposal contains the following items:

- Scope of Work
- Assumptions
- Rate Schedule

Scope of Work

1. Mobilization to and from our Kansas City, KS location.
2. Onsite labor and personal protective equipment.
3. Classification, segregation and packaging of lab-pack waste by hazard class in accordance with DOT, EPA, state and local regulations.
4. Testing to determine the correct hazard classification of unknown or proprietarily labeled lab-pack wastes.
5. Packaging of the lab-pack waste into UN-approved containers.
6. Supply UN-approved containers, absorbent, safety equipment, nonsparking tools, etc. to complete the project.
7. All necessary drum labeling, manifesting, permitting and any other paperwork as required by law.
8. Transportation of the packaged and containerized wastes to our TSDF located in East Chicago, IN.
9. Treatment and/or disposal at Tradebe Treatment and Recycling, LLC facility located in East Chicago, IN.

Tradebe Treatment and Recycling LLC
555 Stanley Road
Kansas City, KS 66115
Phone: 913-219-4680
Fax: 913-273-1587

Assumptions

Tradebe Treatment and Recycling, LLC assumes the following conditions:

1. Tradebe Treatment and Recycling, LLC reserves the right to exclude from services: explosive or shock sensitive materials, DEA controlled substances, medical wastes, radioactive or PCB containing materials.
2. The generator must be able to supply MSDS or identify constituents of all waste materials other than those items identified as unknown on the inventory.
3. Costs are based on the inventory provided and assumptions made by Tradebe Treatment and Recycling, LLC. Actual cost may be higher or lower than quoted.
4. Quote assumes that all of the mercury containing items on the inventory can be combined and fit into 1 x 30 gallon drum.
5. Quote assumes that the 110 pounds of various pesticides can all be lab packed and will fit into 1 x 55 gallon drum.
6. Quote assumes that the 450 gallons of paint related material is all containers 5 gallon size or less, does not include aerosol cans, and is approximately half latex/water based and half oil based/flammable.
7. Quote assumes that the 30 gallons of Supreme 816 P is a DOT shippable drum of bulk liquid.
8. Quote assumes that the 30 gallons of Absolute 6300 is a DOT shippable drum of bulk liquid.
9. Mobilization rate has been discounted assuming this project can be scheduled in combination with other jobs in the area.
10. An Environmental Assessment Fee of 9.3% will be assessed to the non-transportation related items in the invoice.
11. This quote is valid for 90 days.

Rate Schedule

Lab Pack Disposal Based on Inventory Provided	\$ 7,038.00
• Paint related material/flammable (PI) 3 x CYD box	\$ 1950.00
• Paint related material/latex (PS) 2 x CYD box	\$ 500.00
• Supreme 816 P (LF) 1 x 30DM	\$ 51.00
• Absolute 6300 (LS) 1 x 30DM	\$ 58.00
• Pesticides (ZI) 1 x 55DM	\$ 496.00
• Inorganic acids (ZA) 1 x 55DF	\$ 233.00
• Nitric acid (ZI) 1 x 5DF	\$ 89.00
• Inorganic bases (ZC) 1 x 5DF	\$ 66.00
• Flammable/combustible liquids (ZF) 1 x 30DF	\$ 151.00
• Flammable/toxic liquids (ZI) 1 x 5DF	\$ 89.00
• Toxic liquids (ZI) 1 x 15DF	\$ 157.00
• Inorganic waste with toxic metals (ZT) 1 x 55DM	\$ 214.00
• Organic acids (ZI) 1 x 15DF	\$ 157.00
• Flammable solids (ZP) 1 x 5DF	\$ 230.00
• Titanium tetrachloride (ZP1) 1 x PIH box	\$ 230.00

Tradebe Treatment and Recycling LLC
 555 Stanley Road
 Kansas City, KS 66115
 Phone: 913-219-4680
 Fax: 913-273-1587

- Water reactive alkali metals (ZP3) 2 x 5DF \$ 460.00
- Mercury (ZR1) 1 x 30DF \$ 1,445.00
- Non-Regulated (ZS) 1 x 30DF \$ 126.00
- Oxidizers (ZX1) 1 x 30DF \$ 336.00

Supplies	\$ 1,268.00
Mobilization/Transportation	\$ 1,150.00
Fuel Surcharge (currently 20%)	\$ 230.00
Onsite Labor/Paperwork (10 hours estimated)	\$ 720.00
Environmental Assessment Fee of 9.3%	\$ 839.42
 Total Cost Estimate	 \$ 11,245.42

If you have any questions regarding this proposal, please feel free to contact me at the number below or Andrew Keck at (816) 730-9848. Please indicate your approval by signing and returning this quote to the sender. Tradebe Treatment and Recycling, LLC thanks you for the opportunity to be of service to you on this and future projects.

Sincerely,

Nate Embery
 TS Operations Manager
 913-669-6303
 nate.embery@tradebe.com

Required Notice:

In accordance with 40 CFR 264.12 "Required Notice" and State(s) equivalent regulations, Tradebe Treatment and Recycling, LLC is informing the waste Generator that Tradebe Treatment and Recycling, LLC companies have the appropriate permit(s) for the above listed or reference waste stream(s) and will accept the waste stream(s) as described by the Generator/Broker. This waste stream approval was founded on the information that the generator/Broker provided pursuant to the Generator's compliance with 40 CFR 262.11 "Hazardous Waste Determination" and/or their States regulatory equivalent. If at any time the waste is found to be not representative of the information supplied by the Generator/Broker, title to such waste shall not pass to Tradebe Treatment and Recycling, LLC pursuant to the Waste Handling Agreement.

As a final condition of Tradebe Treatment and Recycling, LLC's acceptance, this quote letter must be signed and returned with a Purchase Order Number to Tradebe Treatment and Recycling, LLC.

ACCEPTED BY: _____

NAME: _____

TITLE: _____

DATE: _____

Tradebe Treatment and Recycling LLC
 555 Stanley Road
 Kansas City, KS 66115
 Phone: 913-219-4680
 Fax: 913-273-1587

IN THE MATTER Of Wichita State University, Respondent
Docket No. RCRA-07-2016-0013

CERTIFICATE OF SERVICE

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

Copy via Email to Attorney for Complainant:

catlin.kelley@epa.gov

Copy via Email to Respondent:

Moses, David

david.moses@wichita.edu

Gordon, Molly

Molly.Gordon@wichita.edu

Dated: 3/8/17


Kathy Robinson
Hearing Clerk, Region 7