BEFORE THE ENVIRONMENTAL APPEALS BOARD
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C.

In re:	Docket No.	CWA-HQ-2017-6001
JPMorgan Chase Bank, N.A.		EPCRA-HQ-2017-6001
		CAA-HQ-2017-6001
Respondent		RCRA-HQ-2017-6001

CONSENT AGREEMENT

I. Preliminary Statement

1. Complainant, the United States Environmental Protection Agency (EPA), and JPMorgan Chase Bank, N.A. and certain affiliated entities (collectively, JPMC or Respondent) (or together with EPA, the Parties), having consented to the terms of this Consent Agreement (Agreement), and before the taking of any testimony and without the adjudication of issues of law or fact therein, agree to comply with the terms of this Agreement and attached proposed Final Order, hereby incorporated by reference.

2. On August 6, 2014, EPA accepted JPMC's June 19, 2014 proposal to enter into an audit agreement to audit facilities owned and/or operated by JPMC or affiliated entities for compliance with the Clean Air Act (CAA), Clean Water Act (CWA), Emergency Planning and Community Right-to-Know Act (EPCRA), and Resource Conservation and Recovery Act (RCRA) under EPA's policy entitled *Incentives for Self-Policing: Discovery, Disclosure, Correction and Prevention of Violations* (Audit Policy), 65 Fed. Reg. 19,618 (Apr. 11, 2000).

3. On December 19, 2014, JPMC provided its final report. Pursuant to subsequent agreement by the Parties, JPMC was granted extensions of time to disclose any additional potential noncompliance discovered through its 2015 and 2016 internal audits by November 20, 2015 and December 2, 2016, respectively. For purposes of this Agreement, any disclosures of potential violations of the CAA, CWA, EPCRA, and RCRA submitted by JPMC after August 6, 2014 and by April 21, 2017 shall collectively be termed "JPMC's Voluntary Self-Disclosure."

4. JPMC's Voluntary Self-Disclosure to EPA included facts and information that encompassed potential violations of:

A. Clean Air Act (CAA), Section 608, 42 U.S.C. § 7671g;
B. CAA Section 111, 42 U.S.C. § 7411;
C. Clean Water Act (CWA) Section 311(j)(1)(C), 33 U.S.C. § 1321(j)(1)(C);
D. Emergency Planning and Community Right-to-Know Act (EPCRA) Sections 311 and 312, 42 U.S.C. §§ 11021 and 11022; and

E. Resource Conservation and Recovery Act (RCRA) Section 3002, 42 U.S.C. § 6922.

5. The Parties have engaged in cooperative and good faith efforts to resolve the potential violations included in JPMC's Voluntary Self-Disclosure. JPMC's Voluntary Self-Disclosure summarized steps taken to prevent recurrence of any violations after they had been disclosed. JPMC's disclosures resulted in a final list of disclosed violations, found in Attachments A and B, hereby incorporated by reference, which are the subject of this Agreement.

6. The disclosures listed in Attachment A have been determined by EPA to satisfy all of the conditions set forth in the Audit Policy. All disclosures that fall within the Audit Policy qualify for a 100% reduction of the civil penalty's gravity component. Violations that do not qualify for the Audit Policy are subject to the gravity component of the civil penalty.

7. The disclosures listed in Attachment B have been determined by EPA not to satisfy one or more of the conditions set forth in the Audit Policy. These violations are therefore subject to the gravity component of the civil penalty, as described further in Sections V and VI of this Agreement.

II. Jurisdiction

8. The Parties agree to the commencement and conclusion of this cause of action by issuance of this Agreement, as prescribed by EPA's Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation or Suspension of Permits, 40 C.F.R. Part 22, and more specifically by 40 C.F.R. §§ 22.13(b) and 22.18(b)(2)-(3).

9. This Agreement is entered pursuant to CAA Section 113(d)(1), 42 U.S.C. § 7413(d)(1); CWA Section 311(b)(6)(A)-(B), 33 U.S.C. § 1321(b)(6)(A)-(B); EPCRA Section 325(c), 42 U.S.C. § 11045(c); and RCRA Section 3008(g), 42 U.S.C. § 6928(g).

10. Respondent agrees that Complainant has the jurisdiction to bring an administrative action, based upon the facts that Respondent voluntarily disclosed concerning these violations, to compel compliance, and to assess civil penalties pursuant to the CAA, CWA, RCRA and EPCRA.

11. Respondent hereby waives its right to request a judicial or administrative hearing on any issue of law or fact set forth in this Agreement and its right to seek judicial review of the proposed Final Order accompanying this Agreement. Respondents do not waive any claims or defenses Respondents have to the interpretation of this CAFO or its terms in a subsequent action to enforce this Agreement.

12. For purposes of this proceeding only, Respondent admits that EPA has jurisdiction over the subject matter which is the basis of this Agreement.

13. Section 113(d)(1) of the CAA, 42 U.S.C. § 7413(d)(1), limits the Administrator's authority to matters where the first alleged date of violation occurred no more than twelve (12) months prior to initiation of the administrative action, except where the Administrator and

Attorney General of the United States jointly determine that a matter involving a longer period of violation is appropriate for an administrative penalty action.

14. The Administrator and the Attorney General of the United States, each through their respective delegates, have determined jointly that this matter involving violations that are older than twelve (12) months is appropriate for an administrative action. Such determination was made on May 8, 2017.

15. JPMC neither admits nor denies the factual allegations and conclusions of law as set forth in this Agreement.

III. Statements of Fact

16. Respondent JPMC and affiliated entities comprise one of the largest financial services firms in the United States, offering investment banking, financial services for consumers and small businesses, commercial banking, financial transaction processing and asset management, both domestically and internationally. JPMorgan Chase Bank, N.A. is a national banking association with its main office located at 1111 Polaris Parkway, Columbus, Ohio 43240.

17. Pursuant to EPA's Audit Policy, Respondent hereby certifies and warrants as true for all the violations listed in Attachment A, the following facts upon which this Agreement is based:

A. The violations were discovered through an audit or through a compliance management system reflecting due diligence;

B. The violations were discovered voluntarily;

C. The violations were promptly disclosed to the EPA in writing, as detailed in JPMC's Voluntary Self-Disclosure;

D. The violations were disclosed prior to commencement of an agency inspection or investigation, notice of citizen suit, filing of a complaint by a third party, reporting of the violations by a "whistleblower" employee, or imminent discovery by a regulatory agency;

E. The violations have been corrected and Respondent is, to the best of its knowledge and belief, in full compliance with CAA § 111, 42 U.S.C. § 7411, CAA § 608, 42 U.S.C. § 7671g, CWA § 311(j)(1)(C), 33 U.S.C. § 1321(j)(1)(C), EPCRA § 311, 42 U.S.C. § 11021, EPCRA § 312, 42 U.S.C. § 11022, and RCRA § 3002, 42 U.S.C. § 6922 and the implementing regulations with respect to such violations, as set forth in Attachment A, hereby incorporated by reference;

F. Appropriate steps have been taken to prevent a recurrence of the violations.

G. Except as detailed in JPMC's Voluntary Self-Disclosure, the specific violations (or closely related violations), identified in Attachment A, have not occurred

within three years of the date of disclosure identified in Section I, Paragraphs 2 and 3 above, at the same facilities that are the subject of this Agreement, and have not occurred within five years of the date of disclosure identified in Section I, Paragraphs 2 and 3 above, as part of a pattern at multiple facilities owned or operated by Respondent. For the purposes of Subparagraph G, a violation is:

(i) Any violation of federal, state, or local environmental law identified in a judicial or administrative order, consent agreement or order, complaint, or notice of violation, conviction or plea agreement; or

(ii) Any act or omission for which the regulated entity has previously received penalty mitigation from EPA or a state or local agency;

H. The violations have not resulted in serious actual harm nor presented an imminent and substantial endangerment to human health or the environment and they did not violate the specific terms of any judicial or administrative Final Order or Agreement; and

I. Respondent has cooperated as requested by EPA.

IV. Conclusions of Law

CAA: ODS Requirements

18. For purposes of this Agreement, Respondent is a person within the meaning of CAA § 302(e), 42 U.S.C. § 7602(e), and 40 C.F.R. Part 82.152.

19. Sections 608(a)(1) and (2) of the CAA, 42 U.S.C. §§ 7671g(a)(1) and (2), require the Administrator to promulgate regulations establishing standards and requirements regarding the use and disposal of Class I and Class II substances (refrigerant) during the service, repair, or disposal of appliances and industrial process refrigeration.

20. The Administrator promulgated requirements regulating the use and disposal of Class I and Class II substances during the service, repair, or disposal of appliances and industrial process refrigeration. These requirements are found at 40 C.F.R. Part 82, Subpart F.

21. 40 C.F.R. § 82.166(k) requires owners and operators of appliances normally containing fifty (50) or more pounds of refrigerant to keep servicing records documenting the date and type of service, as well as the quantity of refrigerant added. The owner and operator must keep records of refrigerant purchased and added to such appliances in cases where owners add their own refrigerant. Such records should indicate the date(s) the refrigerant is added.

22. 40 C.F.R. § 82.166(o) requires the owners or operators of appliances (any device that contains and uses refrigerant and which is used for household or commercial purposes, including any air conditioner, refrigerator, chiller, or freezer) to maintain on-site, and in certain

circumstances report to EPA, information including calculations of leak rates of Class I or Class II refrigerants (ODS).

23. Respondent is the owner and operator of appliances containing greater than fifty (50) pounds of refrigerant at certain of the facilities listed in Attachments A and B, hereby incorporated by reference.

24. Respondent failed to keep service records and/or records documenting the annual leak rate calculations for its appliances located at thirty-three (33) of the facilities listed in Attachment A and one (1) facility listed in Attachment B, hereby incorporated by reference. Respondent is therefore subject to federal enforcement under CAA §§ 608(a)(1) and (2), 42 U.S.C. §§ 7671g (a)(l) and (2), and 40 C.F.R. §§ 82.166(k) and (o).

25. EPA hereby states and alleges that, based on the information supplied by Respondent to EPA, for varying lengths of time between 2009 and 2016, Respondent failed to maintain certain records required by 40 C.F.R. § 82.166 for its appliances at thirty-four (34) of the facilities listed in Attachments A and B, hereby incorporated by reference, in violation of CAA §§ 608(a)(1) and (2), 42 U.S.C. §§ 7671g (a)(l) and (2), and 40 C.F.R. §§ 82.166(k) and (o).

CAA NSPS Subpart IIII Recordkeeping Requirement

26. Section 111 of the CAA, 42 U.S.C. §7411, requires the Administrator to promulgate and enforce regulations establishing emission standards and fuel requirements for groups of new stationary sources.

27. The Administrator promulgated requirements regulating the sulfur fuel content for stationary compression ignition internal combustion engines on July 11, 2006. (See 71 Fed. Reg. 39,154). These requirements are found at 40 C.F.R. Part 60, Subpart IIII.

28. Among other requirements, 40 C.F.R. § 60.4211 requires owners and operators of emergency compression ignition internal combustion engines, inter alia, to operate in accordance with certain requirements; 40 C.F.R. § 60.4214 requires, owners and operators of emergency compression ignition internal combustion engines, inter alia, to maintain records of the operation of the engines.

29. Respondent is the owner and operator of four (4) compression ignition internal combustion engines (emergency generators) at 9000 Haggarty Road, Belleville, Michigan. Respondent failed to maintain a 12-month rolling total log of the hours of operation for these emergency generators.

30. Respondent therefore violated CAA Section 111, 42 U.S.C. § 7411, and 40 C.F.R. § 60.4214.

31. EPA hereby states and alleges that, based on the information supplied by Respondent to EPA, in 2016, Respondent failed to maintain certain records required by 40 C.F.R. § 60.4214 for its emergency generators at one (1) facility listed in Attachment A, hereby incorporated by reference, in violation of CAA § 111 and 40 C.F.R. § 60.4214.

CWA: Spill Prevention, Control, and Countermeasure (SPCC) Plan Requirements

32. Respondent is a "person" within the meaning of CWA Section 311(a)(7), 33 U.S.C. § 1321(a)(7), and 40 C.F.R. § 112.2, and is the "owner or operator," as defined by CWA Section 311(a)(6), 33 U.S.C. § 1321(a)(6), and 40 C.F.R. § 112.2, of its offices or facilities.

33. The regulations at 40 C.F.R. §§ 112.1-112.7, which implement CWA Section 311(j)(1)(C), 33 U.S.C. § 1321(j)(1)(C), set forth procedures, methods, and requirements to prevent the discharge of oil and petroleum fuels from non-transportation-related facilities into or upon the navigable waters of the United States or adjoining shorelines in such quantities that by regulation have been determined may be harmful to the public health or welfare or environment of the United States by owners or operators who are engaged in drilling, producing, gathering, storing, processing, refining, transferring, distributing or consuming oil and oil products.

34. 40 C.F.R. § 112.3(a) requires owners and operators of onshore and offshore facilities that have discharged, or due to their location, could reasonably be expected to discharge oil in harmful quantities into or upon navigable waters of the United States or adjoining shorelines, to prepare and implement an SPCC Plan.

35. Respondent is engaged in storing or consuming oil products located at certain of its offices or facilities in quantities such that discharges "may be harmful," as defined by 40 C.F.R. § 110.3.

36. Certain of Respondent's facilities are "onshore facilities" within the meaning of CWA Section 311(a)(10), 33 U.S.C. § 1321(a)(10), and 40 C.F.R. § 112.2, which, due to their location, could reasonably be expected to discharge oil to a "navigable water" (as defined by CWA Section 502(7), 33 U.S.C. § 1362(7), and 40 C.F.R. § 110.1) or its adjoining shorelines that may either (1) violate applicable water quality standards, or (2) cause a film or sheen or discoloration of the surface of the water or adjoining shorelines or cause a sludge or emulsion to be deposited beneath the surface of the water or upon adjoining shorelines.

37. Based on the above, and pursuant to CWA Section 311(j)(1)(C), 33 U.S.C. § 1321(j)(1)(C), and its implementing regulations, Respondent is subject to the requirements of 40 C.F.R. §§ 112.1-112.7 at certain facilities listed in Attachments A and B.

38. EPA hereby states and alleges that, based on the information supplied by Respondent to EPA, for varying lengths of time between 2009 and 2016, Respondent failed to prepare and/or implement SPCC plans required by 40 C.F.R. § 112.1-112.7 at forty-four (44) facilities identified in Attachments A and B, hereby incorporated by reference, in violation of CWA Section 311(j)(1)(C), 33 U.S.C. 1321(j)(1)(C), and the requirements of 40 C.F.R. §§ 112.1-112.7.

EPCRA Requirements

39. Respondent is a "person" as defined in EPCRA Section 329(7), 42 U.S.C. § 11049(7), and is the owner or operator of the "facilities," listed in Attachments A and B as defined in EPCRA Section 329(4), 42 U.S.C. § 11049(4).

40. Section 311(a) of EPCRA, 42 U.S.C. § 11021(a), and the regulations found at 40 C.F.R. Part 370, require the owner or operator of a facility which is required to prepare or have available a material safety data sheet (MSDS) for a hazardous chemical under the Occupational Safety and Health Act of 1970 (OSH Act) (29 U.S.C. §§ 651-678) and regulations promulgated under the OSH Act, if the hazardous chemical(s) are present above certain threshold quantities, to submit the MSDSs or, in the alternative, a list of chemicals to the Local Emergency Planning Committee (LEPC), State Emergency Response Commission (SERC), and fire department with jurisdiction over the facility by October 17, 1987, or within three (3) months of first becoming subject to the requirements of EPCRA Section 311, 42 U.S.C. § 11021.

41. Section 312(a) of EPCRA, 42 U.S.C. § 11022(a), and the regulations found at 40 C.F.R. Part 370, require the owner or operator of a facility which is required to have an MSDS for a hazardous chemical under the OSH Act and regulations promulgated under the OSH Act, if the hazardous chemical(s) are present above certain threshold quantities, to prepare and submit an emergency and hazardous chemical inventory form (Tier I or Tier II as described in 40 C.F.R. Part 370) containing the information required by those sections to the LEPC, SERC, and fire department with jurisdiction over the facility by March 1, 1988, or March 1 of the first year after the facility becomes subject to the requirements of EPCRA Section 312, and annually thereafter.

42. Lead, sulfuric acid, diesel fuel, 1,1,1,2-tetrafluoroethane, mineral and/or fuel oil are "hazardous chemicals," as defined in Sections 311(e) and 329(5) of EPCRA, 42 U.S.C. §§ 11021(e) and 11049(5), and 40 C.F.R. § 370.66. Sulfuric acid is also listed, in the appendices to 40 C.F.R. Part 355, as an "extremely hazardous substance" (EHS), as defined in 40 C.F.R. § 370.66.

43. As set forth in 40 C.F.R. § 370.10(a)(2), the reporting threshold amount for hazardous chemicals present at a facility at any one time during the preceding calendar year is ten thousand (10,000) pounds. The reporting thresholds, therefore, for lead, diesel fuel, 1,1,1,2-tetrafluoroethane, mineral and/or fuel oil are ten thousand (10,000) pounds. Pursuant to 40 C.F.R. § 370.10(a)(1), the reporting threshold for an EHS present at a facility is five hundred (500) pounds or the threshold planning quantity (TPQ) as defined in 40 C.F.R. Part 355, whichever is lower. The TPQ for sulfuric acid is one thousand (1,000) pounds. The reporting threshold for sulfuric acid, therefore, is five hundred (500) pounds.

44. The information supplied by Respondent indicates that, for varying lengths of time from 2009 through 2015, lead, sulfuric acid, diesel fuel, 1,1,1,2-tetrafluoroethane, mineral and/or fuel oil in excess of the threshold amounts, were present at certain facilities listed in Attachments A and B.

45. Certain of Respondent's facilities are "facilities" as defined in Section 329(4) of EPCRA, 42 U.S.C. § 11049(4), and 40 C.F.R. §§ 355.61 and 370.66, and are subject to Sections 311 and 312 of EPCRA, 42 U.S.C. §§ 11021 and 11022, and their implementing regulations.

46. EPA hereby states and alleges that, based on the information supplied by Respondent to EPA, for varying lengths of time between 2009 and 2015, Respondent failed to comply with regulations required by EPCRA Section 311(a), 42 U.S.C. § 11021(a) and/or EPCRA Section

312(a), 42 U.S.C. § 11022(a), and the regulations found at 40 C.F.R. § 370, for sulfuric, lead, diesel fuel, 1,1,1,2-tetrafluoroethane, mineral and/or fuel oil, at seventy-four (74) facilities as listed in Attachments A and B, hereby incorporated by reference, in violation of EPCRA Section 311(a), 42 U.S.C. § 11021(a) and/or EPCRA Section 312(a), 42 U.S.C. § 11022(a), and the implementing regulations found at 40 C.F.R. § 370.

RCRA Universal Waste Requirements

47. Pursuant to Section 3006(b), 42 U.S.C. § 6926(b), the Administrator of the EPA may authorize a State to administer the RCRA hazardous waste program in lieu of the federal program, when the Administrator finds that the state program meets certain conditions. Any violation of regulations promulgated pursuant to Subtitle C of RCRA, 42 U.S.C. §§ 6921-6939(e), or of any state provision authorized pursuant to Section 3006 of RCRA, 42 U.S.C. § 6926, constitutes a violation of RCRA, subject to the assessment of civil penalties and issuance of compliance orders as provided by Section 3008 of RCRA, 42 U.S.C. § 6928.

48. Pursuant to Section 3006(b) of RCRA, 42 U.S.C. § 6926(b), the following States identified in Attachment C hereto received final authorization from the EPA to carry out their hazardous waste management programs in lieu of the federal program: Arizona; California; Colorado; Delaware; Florida; Georgia; Illinois; Indiana; Kentucky; Louisiana; Michigan; New Hampshire; New Jersey; New York; Ohio; Oklahoma; Texas; Washington; and Wisconsin. The final authorization citations are included in Attachment C for purposes of this Agreement.

49. Although the EPA has granted these states the authority to enforce their own hazardous waste programs, the EPA retains jurisdiction and authority to initiate an independent enforcement action pursuant to Section 3008(a) of RCRA, 42 U.S.C. § 6928(a). Since the States' authorized hazardous waste programs operate in lieu of the federal RCRA program, the State citations are incorporated into the violation citations included in Attachment C.

50. Respondent is a "person" as that term is defined in Section 1004(15) of RCRA, 42 U.S.C.§ 6903(15), and 40 C.F.R. § 260.10.

51. Respondent was the "owner" and/or "operator" of, or is otherwise liable for, all or a portion of certain of the "facilities" listed in Attachments A and B, as those terms are defined in 40 C.F.R. § 260.10.

52. At all times relevant to this Agreement and in the course of conducting normal business operations, at certain facilities listed in Attachments A and B Respondent was a "generator" as defined in 40 C.F.R. § 260.10, who generated "solid waste," within the meaning of 40 C.F.R. § 261.2, "hazardous waste" within the meaning of 40 C.F.R. § 261.3, and/or "universal waste" within the meaning of 40 C.F.R. Part 273.

53. Pursuant to 40 C.F.R. § 273.9, a "small quantity handler of universal waste" is a universal waste handler who accumulates 5,000 kg or less of universal waste (batteries, pesticides, mercury-containing equipment, or lamps, calculated collectively) at any time.

54. At all times relevant to this Agreement, Respondent was a generator and small quantity handler who stored universal waste in the form of spent fluorescent lamps and batteries at certain facilities listed in Attachments A and B.

55. The regulations at 40 C.F.R. Part 273 set forth the standards for universal waste management.

56. Pursuant to 40 C.F.R. § 273.13(d)(1), a small quantity handler of universal waste "must contain any lamp in containers or packages that are structurally sound, adequate to prevent breakage, and compatible with the contents of the lamps," and "such containers and packages must remain closed and must lack evidence of leakage, spillage, or damage that could cause leakage under reasonably foreseeable conditions." Similarly, for the handling of waste batteries, a small quantity handler must contain any "battery that shows evidence of leakage, spillage, or damage that could cause leakage under reasonably foreseeable conditions in a container," and "the container must be closed, structurally sound, compatible with the contents of the battery, and must lack evidence of leakage, spillage, or damage that could cause leakage under reasonably foreseeable conditions" as specified in 40 C.F.R. § 273.13(a)(1).

57. A small quantity handler of universal waste must label or mark the universal waste to identify the type of universal waste as specified in 40 C.F.R. § 273.14. Pursuant to 40 C.F.R. § 273.14(e), each lamp or container or package in which such lamps are contained must be labeled or marked clearly with one of the following phrases: "Universal Waste Lamp(s)," or "Waste Lamp(s)," or "Used Lamp(s)." According to 40 C.F.R. § 273.14(a), universal waste batteries (i.e. each battery), or a container in which the batteries are contained, must be labeled or marked clearly with any one of the following phrases: "Universal Waste-Battery(ies)," or "Waste Battery(ies)," or "Used Battery(ies)."

58. As specified in 40 C.F.R. § 273.15(a), a facility may accumulate universal waste for no longer than one year from the date the universal waste was generated. Pursuant to 40 C.F.R. § 273.15, a facility is required to demonstrate the length of time that the universal waste has been accumulated from the date it becomes a waste or is received. As set forth in 40 C.F.R. §§ 273.15(c)(1)-(6), this demonstration can be accomplished by a variety of means, including, among others: placing the universal waste in a container and marking or labeling the container with the earliest date that any universal waste in the container became a waste or was received; marking or labeling each individual universal waste item with the date it became a waste or was received; or maintaining an inventory system.

59. Pursuant to 40 C.F.R. § 273.16, a small quantity handler of universal waste must inform all employees who handle or have responsibility for managing universal waste of proper handling and emergency procedures appropriate to the type(s) of universal waste handled at the facility.

60. The EPA hereby states and alleges that, based on the information supplied by Respondent to EPA, for varying lengths of time between 2009 and 2016, Respondent failed to maintain proper universal waste disposal and handling required by 40 C.F.R. §§ 273.13, 273.14, 273.15, and 273.16, by failing to properly store, label, or inventory spent fluorescent lamps and tubes,

used lead-acid batteries, and/or by failing to train employees in proper identification and management of universal waste at seventy-eight (78) facilities listed in Attachments A and B, hereby incorporated by reference, in violation of Section 3002 of RCRA, 42 U.S.C. § 6922, and the regulations found at 40 C.F.R. §§ 273.13, 273.14, 273.15, and 273.16.

V. Civil Penalty

61. EPA agrees, based upon the facts and information submitted by Respondent and upon Respondent's certification herein to the veracity of this information, that Respondent has satisfied all of the conditions set forth in the Audit Policy for violations described in Attachment A and thereby qualifies for 100% reduction of the gravity component of the civil penalty for violations that otherwise would apply to these violations. Violations listed in Attachment B do not qualify for 100% gravity component reduction. The gravity component of the civil penalty for the violations listed in Attachment B that do not qualify for the Audit Policy is $ 52,977.00.

62. Under the Audit Policy, EPA has discretion to asses a penalty equivalent to the economic benefit Respondent gained as a result of its noncompliance. Based on information provided by Respondent and use of the Economic Benefit (BEN) computer model, for violations described in Attachments A and B, EPA has determined that Respondent obtained an economic benefit of $177,415.00 as a result of its noncompliance in this matter. Of this amount, $ 8,414.00 is attributable to CAA violations, $ 51,758.00 is attributable to CWA violations, $ 90,708.00 is attributable to EPCRA violations, and $ 26,535.00 is attributable to RCRA violations. Pursuant to the Audit Policy, EPA will assess a penalty equivalent to the economic benefit for violations listed in Attachments A and B.

63. Accordingly, the civil penalty agreed upon by the parties for settlement purposes is $ 230,392.00.

VI. Terms of Settlement

64. Respondent agrees to pay a civil penalty of TWO HUNDRED THIRTY THOUSAND THREE HUNDRED NINETY-TWO DOLLARS ($230,392.00) for the violations alleged herein within thirty (30) days of the issuance of the Final Order by the Environmental Appeals Board (EAB). See 40 C.F.R. § 22.31(c).

65. For payment of the civil penalty related to the CAA, EPCRA, and RCRA violations, Respondent shall pay the amount of ONE HUNDRED AND FORTY-ONE THOUSAND EIGHT HUNDRED AND FIFTY-FOUR dollars ($141,854.00) using one of the following instructions:

A. Via U.S. Postal Service regular mail of a certified or cashier's check, made payable to the "United States Treasury," sent to the following address:

U.S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center

Post Office Box 979077
St. Louis, MO 63197-9000

The check shall indicate that it is for "In re: In the Matter of JPMorgan Chase Bank, N.A. Docket No. CAA-HQ-2017-6001, EPCRA-HQ-2017-6001, RCRA-HQ-2017-6001."

B. Via overnight delivery of a certified or cashier's check, made payable to the "United States Treasury," sent to the following address:

U.S. Environmental Protection Agency
Fines and Penalties
U.S. Bank
1005 Convention Plaza
Mail Station SL-MO-C2-GL
St. Louis, MO 63101

The check shall indicate that it is for "In re: In the Matter of JPMorgan Chase Bank, N.A. Docket No. CAA-HQ-2017-6001, EPCRA-HQ-2017-6001, RCRA-HQ-2017-6001."

The U.S. Bank customer service contact for overnight delivery is Natalie Pearson, who may be reached at 314-418-4087.

C. Via electronic funds transfer (EFT) to the following account:

Federal Reserve Bank of New York
ABA Number: 021030004
Account Number: 68010727
SWIFT Address: FRNYUS33
33 Liberty Street
New York, NY 10045

Field Tag 4200 of the Fedwire message should read:
"D 68010727 Environmental Protection Agency – JPMorgan Chase Bank, N.A., Docket No. CAA-HQ-2017-6001, EPCRA-HQ-2017-6001, RCRA-HQ-2017-6001."

The Federal Reserve customer service contact may be reached at 212-720-5000.

D. Via automatic clearinghouse (ACH), also known as Remittance Express (REX), to the following account:

US Treasury REX/Cashlink ACH Receiver
ABA No. 051036706

Account Number 310006, Environmental Protection Agency
CTX Format Transaction Code 22 – checking

Physical location of the United States Treasury facility:

5700 Rivertech Court
Riverdale, MD 20737

The U.S. Treasury customer service contact, John Schmid, may be reached at 202-874-7026. The REX customer service contact may be reached at 866-234-5681.

E. Via on-line payment (from bank account, credit card, debit card):

Website: www.pay.gov
Enter "SFO 1.1" in the search field.
Open the form and complete the required fields (marked with an asterisk). Under "Type of Payment," choose "Civil Penalty." Under "Invoice#," type "JPMorgan Chase Bank, N.A., Docket No. HQ-2017-6001" into the "Court # or Bill #" subfield. Leave the other subfields blank. Under "Installments?," choose "No." Under "Region," type "HQ."

Payment by check or wire transfer shall bear the case name and docket number – "JPMorgan Chase Bank, N.A., Docket No. CAA-HQ-2017-6001, EPCRA-HQ-2017-6001, RCRA-HQ-2017-6001."

66. For payment of the civil penalty related to the CWA SPCC violations, Respondent shall, within thirty (30) days of issuance of the Final Order, forward a cashier's or certified check in the amount of EIGHTY-EIGHT THOUSAND AND FIVE HUNDRED AND THIRTY-EIGHT dollars ($88,538.00) made payable to the "Environmental Protection Agency," and bearing the notation "OSLTF – 311" to:

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

The check shall indicate that it is for In re: JPMorgan Chase Bank, N.A., Docket No. CWA-HQ-2017-6001.

Alternatively, Respondent shall pay of EIGHTY-EIGHT THOUSAND AND FIVE HUNDRED AND THIRTY-EIGHT dollars ($88,538.00) by wire transfer with a notation of "In re: JPMorgan Chase Bank, N.A., Docket No. CWA-HQ-2017-6001" to the Federal Reserve Bank of New York using the following instructions:

Federal Reserve Bank of New York
ABA Routing Number: 021030004
Account Number: 68010727
SWIFT Address: FRNYUS33
33 Liberty Street
New York, NY 10045

Field Tag 4200 of the Fedwire message should read:
"D 68010727 Environmental Protection Agency - OSLTF-311, In re: JPMorgan Chase Bank, N.A., Docket No. CWA-HQ-2017-6001."

The check or wire transfer shall bear the case docket number Docket No. CWA-HQ-2017-6001.

67. Respondent shall forward evidence of the checks, wire transfers, and/or internet-based payments to EPA, within five (5) days of payment, to the following personnel/addresses below or send a PDF copy of such documentation to Milton.Philip@epa.gov.

Philip Milton
Waste and Chemical Enforcement Division (2248A)
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency
1200 Pennsylvania Avenue, N.W.
Ariel Rios Building, Room 3124-B
Washington, D.C. 20460

Clerk, Environmental Appeals Board
U.S. Environmental Protection Agency
MC 1103M
EPA East Building
1200 Pennsylvania Avenue, N.W.
Washington, D.C. 20460

68. Respondent's obligations under this Agreement shall end when it has paid the civil penalties as required by this Agreement and the Final Order, and complied with its obligations under this Section of the Agreement.

69. For the purpose of state and federal income taxation, Respondent shall not be entitled, and agrees not to attempt, to claim a deduction for any civil penalty payment made pursuant to the Final Order. Any attempt by Respondent to deduct any such payments shall constitute a violation of this Agreement.

70. Pursuant to 31 U.S.C. § 3717, EPA is entitled to assess interest and penalties on debts owed to the United States and a charge to cover the cost of processing and handling a delinquent claim. Interest will therefore begin to accrue on the civil penalty from the date of entry of the Final Order, if the penalty is not paid by the date required. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 40 C.F.R. § 13.11. A charge will

be assessed to cover the costs of debt collection, including processing and handling costs and attorney fees. In addition, a penalty charge of six percent (6%) per year compounded annually will be assessed on any portion of the debt that remains delinquent more than ninety (90) days after payment is due.

VII. Severability

71. As part of this Agreement, and in satisfaction of the requirements of the Audit Policy, Respondent has certified to certain facts, as delineated in Section III, Paragraph 17 of this Agreement. The parties agree that, if and to the extent that EPA determines that the facts in JPMC's Voluntary Self-Disclosure or the certification provided by Respondent are materially false or inaccurate, the portion of this Agreement pertaining to the affected facilities, including mitigation of the proposed penalty, may be voided or this entire Agreement may be declared null and void at EPA's election, and EPA may proceed with an enforcement action.

72. The parties agree that Respondent reserves all of its rights should this Agreement be voided in whole or in part. The parties further agree that Respondent's obligations under this Agreement will cease should this Agreement be rejected by EAB; provided, however, that in the event that the EAB expresses any objections to, or its intent to reject, this Agreement, the parties agree that they shall exercise their mutual best efforts to address and resolve the EAB's objections.

VIII. State and Public Notice

73. The parties acknowledge that the settlement portions of this Agreement which pertain to the CWA violations are, pursuant to CWA Section 311(b)(6)(C)(i), 33 U.S.C. § 1321(b)(6)(C)(i), subject to public notice and comment requirements. Furthermore, the parties acknowledge and agree that, at that time, EPA will also provide notice of the CAA, EPCRA, and RCRA portions of this Agreement. Should EPA receive comments regarding the issuance of the Final Order assessing the civil penalty agreed to in Section V, EPA shall forward all such comments to Respondent within ten (10) days of the receipt of the public comments.

74. Pursuant to Section 3008(a)(2) of RCRA, 42 U.S.C. § 6928(a)(2), EPA has notified the States of Arizona; California; Colorado; Delaware; Florida; Georgia; Illinois; Indiana; Kentucky; Louisiana; Michigan; New Hampshire; New Jersey; New York; Ohio; Oklahoma; Texas; Washington; and Wisconsin that it proposes to resolve potential violations of RCRA Section 3002, 42 U.S.C. § 6922.

IX. Reservation of Rights

75. In accordance with 40 C.F.R. 22.18(c), this Agreement and Final Order, when issued by the EAB, and upon full payment by Respondent of all civil penalties in accordance with Section VI, shall only resolve Respondent's liability for Federal civil penalties for the violations alleged in this Agreement.

76. Nothing in this Agreement and the Final Order shall be construed to limit the authority of EPA and/or the United States to undertake any action against Respondent, in response to any

condition which EPA or the United States determines may present an imminent and substantial endangerment to the public health, welfare, or the environment. Furthermore, full payment of the penalty shall not in any case affect the right of the EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law.

X. Other Matters

77. Each party shall bear its own costs and attorney fees in this matter.

78. The provisions of this Agreement and the proposed Final Order, when issued by the EAB, shall apply to and be binding on EPA and the Respondent, as well as Respondent's officers, agents, successors and assigns. Any change in ownership or corporate status of the Respondent including, but not limited to, any transfer of assets or real or personal property shall not alter Respondent's responsibilities under this Agreement, including the obligation to pay the civil penalty referred to in Section V.

79. Nothing in this Agreement shall relieve Respondent of the duty to comply with all applicable provisions of the CAA, CWA, EPCRA, RCRA, or other federal, state, or local laws or regulations, nor shall it restrict EPA's authority to seek compliance with any applicable laws, nor shall it be construed to be a ruling on, or a determination of, any issue related to any federal, state, or local permit.

80. The undersigned representatives of each party to this Agreement certify that each is duly authorized by the party whom s/he represents to enter into these terms and bind that party to it.

FOR RESPONDENT:

_____, _____

Donald R. Isenburg Date
Managing Director
Global Real Estate
JPMorgan Chase Bank, N.A.

FOR RESPONDENT:

Donald R. Isenburg — Date 6/28/17

Donald R. Isenburg
Managing Director
Global Real Estate
JPMorgan Chase Bank, N.A.

FOR COMPLAINANT:

Susan Shinkman
Director
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency

6/28/17
Date