BEFORE THE ENVIRONMENTAL APPEALS BOARD
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

IN THE MATTER OF)) Cellco Partnership doing business as) Verizon Wireless) Verizon Wireless) One Verizon Way) Basking Ridge, NJ 07920)) Respondent))	Docket No. CWA-HQ-2008-8002 Docket No. EPCRA-HQ-2008-8002 Docket No. CAA-HQ-2008-8002

CONSENT AGREEMENT

I. Preliminary Statement

A. Complainant, the United States Environmental Protection Agency (EPA or Complainant), and Cellco Partnership doing business as Verizon Wireless (Verizon or Respondent), 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 herein, agree to comply with the terms of this Agreement and attached proposed Final Order, hereby incorporated by reference.

B. On November 3, 2006, Respondent entered into a Compliance Audit Agreement with EPA, in which Respondent agreed to conduct a systematic, documented, periodic, and objective review of its compliance with applicable provisions of the Clean Air Act (CAA), Emergency Planning and Community Right-To-Know Act (EPCRA), and the Clean Water Act (CWA). Respondent further agreed to submit biannual progress reports detailing the status of the compliance audit, specific facilities reviewed, and detailed information setting forth violations discovered and corrective actions taken. As agreed upon with EPA, Respondent submitted progress reports on May 1, 2007, November 5, 2007, and April 4, 2008, wherein Respondent reported potential violations of:

1. CWA Section 311(j), 33 U.S.C. § 1321(j);

2. EPCRA Section 302, 42 U.S.C. § 11002;

3. EPCRA Section 311, 42 U.S.C. § 11021;

4. EPCRA Section 312, 42 U.S.C. § 11022; and

5. CAA Section 110, 42 U.S.C. § 7410, and requirements adopted as part of State Implementation Plans (SIPs).

C. Respondent submitted a final audit report to EPA on April 18, 2008. Verizon's compliance audit has resulted in a final list of reported violations found in Attachments A1, A2, A3, and Attachment B, hereby incorporated by reference, which are the subject of this Agreement.

D. The violations reported in Attachments A1-A3 have been determined by EPA to satisfy all the conditions set forth in the Compliance Audit Agreement. These violations are thereby subject to civil penalties as agreed upon by Respondent and EPA in the Compliance Audit Agreement and which are described further in Paragraphs III-IV of this Agreement.

E. The facilities listed in Attachment B are alleged by EPA to be in violation of the reporting requirements of EPCRA. However, as Respondent made a good faith effort to comply and relied on information from the manufacturer as to the amount of sulfuric acid present in the batteries to make its reporting determination, that information was later found to be inaccurate by Respondent, and Respondent notified EPA of the potential violations, EPA is not proposing to assess a penalty for those disclosures listed in Attachment B.

II. Jurisdiction

A. 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 and § 22.18(b).

B. Respondent agrees that Complainant has jurisdiction to bring an administrative action, based upon the facts that Respondent reported, for these violations and for the assessment of civil penalties pursuant to CWA Section 311, 33 U.S.C. § 1321, EPCRA Section 325, 42 U.S.C. § 11045, and CAA Section 113, 42 U.S.C. § 7413.

C. 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.

D. This Agreement serves as the Notice of Violation required by Section 113(a)(1) of the CAA, 42 U.S.C. § 7413(a)(1). Complainant will also notify the appropriate States, in accordance with CAA Section 113(a)(1).

E. Respondent has been afforded the opportunity to confer with EPA as provided for by Section 113(a)(4) of the CAA, 42 U.S.C. § 7413(a)(4).

F. Respondent neither admits nor denies the conclusions of law set forth in this Agreement.

III. Statements of Fact

A. Respondent is Cellco Partnership doing business as Verizon Wireless, a telecommunications company located at One Verizon Way, Basking Ridge, New Jersey 07920, and Respondent is a partnership organized under the laws of the state of Delaware.

B. Respondent hereby certifies and warrants as true the facts referenced in this Section and in Attachments A1-A3 and B, hereby incorporated by reference, and certifies as to the accuracy of the following facts upon which this Agreement is based:

1. The violations were discovered through a systematic, documented, periodic and objective review (environmental audit);

2. The compliance audit was completed within 1095 days (3 years) after the effective date of the Compliance Audit Agreement;

3. The compliance audit covered the cumulative number of facilities specified in the Compliance Audit Agreement;

4. The Respondent submitted periodic progress reports and a final report no later than 60 days after completion of the compliance audit;

5. Respondent reported to EPA all violations of the environmental laws specified in the Compliance Audit Agreement;

6. Respondent promptly corrected, within 60 days of discovery, each violation of the environmental laws identified during the compliance audit;

7. The violations have been corrected and the Respondent is, to the best of its knowledge and belief, in full compliance with CWA Section 311(j)(1)(C), 33 U.S.C. § 1321(j)(1)(C), EPCRA Section 312, 42 U.S.C. § 11022, and CAA Section 110, 42 U.S.C. § 7410, and requirements adopted as part of SIPs, and the implementing regulations with respect to the violations of such Acts, as set forth in Attachments A1-A3 and B, hereby incorporated by reference; and

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

IV. Conclusions of Law

Clean Water Act / Spill Prevention, Control, and Countermeasure Plan

A. For purposes of this Agreement, 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, or was, 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 facilities.

B. The regulations at 40 C.F.R. §§ 112.3 through 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 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.

C. 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 the navigable waters of the United States or adjoining shorelines, to prepare a Spill Prevention, Control, and Countermeasure (SPCC) Plan.

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

E. 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 of the United States (as defined by CWA Section 502(7), 33 U.S.C. § 1362(7), and 40 C.F.R. § 110.1) or its adjoining shoreline 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.

F. Based on the above, and pursuant to CWA Section 311(j)(1)(C) and its implementing regulations, Respondent is subject to the requirements of 40 C.F.R. §§ 112.3 through 112.7, at certain facilities listed in Attachment A3, hereby incorporated by reference.

G. For purposes of this Agreement, Complainant hereby states and alleges that, based on the information Respondent supplied to EPA, Respondent has violated the CWA at sixteen (16) facilities identified in Attachment A3, hereby incorporated by reference, by failing to prepare and/or implement an SPCC Plan, as required by CWA Section 311(j)(1)(C), 33 U.S.C. § 1321 (j)(1)(C), and the requirements found in 40 C.F.R. §§ 112.3 through 112.7.

Emergency Planning and Community Right-to-Know Act

A. For purposes of this Agreement, Respondent is a person as defined in EPCRA Section 329(7), 42 U.S.C. § 11049(7), and is, or was, the owner or operator, as defined in EPCRA Section 329(4), 42 U.S.C. § 11049(4), of the facilities listed in Attachment A1, hereby incorporated by reference.

B. Section 302(c) of EPCRA, 42 U.S.C. § 11002(c), and the regulations found at 40 C.F.R. Part 355, require owners and operators of facilities at which an extremely hazardous substance is present, at or above stated designated threshold quantities, to notify the State Emergency Response Commission (SERC) that such facilities are subject to the notification requirements of Section 302(c).

C. 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 1979, 29 U.S.C. § 651 et seq., (OSHA) and regulations promulgated under the Act, to submit the MSDS, or in the alternative, a list of chemicals to the Local Emergency Planning Committee (LEPC), the SERC, and to the fire department with jurisdiction over the facility by October 17, 1987, or within three months of first becoming subject to the Section 311 requirements.

D. 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 OSHA, and regulations promulgated under OSHA, 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 to the fire department with jurisdiction over the facility by March 1, 1988 (or March 1 of the first year after the facility becomes subject to EPCRA Section 312), and annually thereafter.

E. Sulfuric acid is an extremely hazardous substance, and diesel is a hazardous chemical, as defined under EPCRA Section 312, 42 U.S.C. § 11022, and 40 C.F.R. § 370.2.

F. As set forth in 40 C.F.R. § 370.20, the reporting threshold amount for hazardous chemicals present at a facility at any one time during the preceding calendar year is 10,000 pounds. The reporting threshold, therefore, for diesel is 10,000 pounds. For extremely hazardous substances present at the facility, the reporting threshold is 500 pounds or the threshold planning quantity (TPQ) as defined in 40 C.F.R Part 355, whichever is lower. Here, where the reporting threshold is lower than the TPQ, the reporting threshold for sulfuric acid is 500 pounds.

G. Based on the above, and pursuant to Section 302(c) of EPCRA, 42 U.S.C. § 11002(c), and its implementing regulations found at 40 C.F.R. Part 355, Section 311(a) of EPCRA, 42 U.S.C. § 11021(a), and its implementing regulations found at 40 C.F.R. Part 370, and EPCRA Section 312, 42 U.S.C. § 11022, and its implementing regulations found at 40 C.F.R. Part 370, Respondent is subject to the requirements of 40 C.F.R. Part 355 and Part 370 at certain facilities listed in Attachment A1, hereby incorporated by reference.

H. The information supplied by Respondent in its audit reports indicated that for varying lengths of time during the calendar years 2001, 2002, 2003, 2004, 2005, and 2006, Respondent had the extremely hazardous substance sulfuric acid, and/or the hazardous chemical diesel fuel, in excess of the threshold amounts, at the facilities listed in Attachment A1, hereby incorporated by reference.

I. For purposes of this Agreement, Complainant hereby states and alleges that, based on the information supplied by Respondent to EPA, Respondent has reported the following violations:

1. Section 302(c) of EPCRA, 42 U.S.C. § 11002(c), and the regulations found at 40 C.F.R. Part 355, when it failed to notify the SERC at thirteen (13) facilities, identified in Attachment A1;

2. Section 311(a) of EPCRA, 42 U.S.C. § 11021(a), and the regulations found at 40 C.F.R. Part 370, when it failed to submit an MSDS for a hazardous chemical(s) or, in the alternative, a list of such chemicals, for three hundred and thirty-one (331) facilities, to the LEPC, SERC, and the fire department with jurisdiction over these facilities, identified in Attachment A1;

3. Section 312(a) of EPCRA, 42 U.S.C. § 11022(a), and the regulations found at 40 C.F.R. Part 370, at three hundred and thirty-two (332) facilities, by failing to prepare and submit emergency and chemical inventory forms to the LEPC, the SERC, and the fire department with jurisdiction over these facilities, identified in Attachments A1 and B.

Clean Air Act

A. For purposes of this Agreement, Respondent is a person within the meaning of Section 302(e) of the CAA, 42 U.S.C. § 7602(e), and operates stationary sources within the meaning of Section 302(z), 42 U.S.C. § 7602(z).

B. Section 110(a)(1) of the CAA, 42 U.S.C. § 7410(a)(1), requires a State to submit an implementation plan, commonly known as a state implementation plan (SIP) to implement, maintain, and enforce ambient air quality standards.

C. The following States, in which Respondent's facilities are located, submitted SIPs, which were approved by EPA under Section 110 of the CAA, 42 U.S.C. § 7410, on the following dates:

1. California: South Coast Air Quality Management District (64 Fed. Reg. 25,828 (effective May 13, 1999))
2. California: San Joaquin Valley Air Pollution Control District (69 Fed. Reg. 28,061 (effective May 18, 2004))
3. California: Placer County Air Pollution Control District (43 Fed. Reg. 25,684 (effective June 14, 1978))
4. California: San Diego Air Pollution Control District (63 Fed. Reg. 11,831 (effective March 11, 1998))
5. California: 69 Fed. Reg. 53005 (effective August 31, 2004)
6. District of Columbia: 62 Fed. Reg. 40,937 (effective July 31, 1997)
7. Georgia: 70 Fed. Reg. 24,310 (effective May 9, 2005)
8. Maryland: 68 Fed. Reg. 9012 (effective April 28, 2003)
9. New Mexico: Bernallilo County (69 Fed. Reg. 78,312 (effective February 28, 2005) and 58 Fed Reg. 10,970 (effective April 26, 1993))
10. New Mexico: 62 Fed. Reg. 50,514 (effective Nov. 25, 1997)

D. For purposes of this Agreement, Complainant hereby states and alleges that, based on the information supplied by Respondent to EPA, Respondent has reported violations of a SIP requirement at sixty-one (61) facilities. The requirement and the facilities are listed in Attachment A2, hereby incorporated by reference.

V. Civil Penalty

A. Whereas Respondent agreed, in entering into the Compliance Audit Agreement, to specific civil penalties for certain violations of the CWA, EPCRA, and the CAA.

B. Whereas such penalties were negotiated and agreed upon in the Compliance Audit Agreement for each reported occurrence as follows:

1. Violations of CAA § 110 shall be assessed a $500 penalty per occurrence.
2. Violations of CWA § 311, where an SPCC plan was required but not developed or implemented, shall be assessed a $800 penalty per occurrence.
3. Violations of CWA § 311, where an SPCC plan was required, and such plan had been developed and implemented, but where secondary containment was required but had not been installed, shall be assessed a $1,000 penalty per occurrence.
4. Violations of CWA § 311, where an SPCC plan was required but had not been developed or implemented, and where the facility also required secondary containment but had failed to install it, shall be assessed a $1,800 penalty per occurrence.
5. Violations of EPCRA § 302 shall not be assessed a penalty because EPCRA does not provide authority to collect penalties for violations of this section.
6. Violations of EPCRA § 311 shall be assessed a $500 penalty per occurrence.
7. Violations of EPCRA § 312 shall be assessed a $300 penalty per occurrence for each year that the violation continued (i.e., an EPCRA § 312 violation that continued for 5 years would be assessed a $300 penalty for each year for a total of $1,500).

C. Whereas Complainant has determined, based upon the facts and information submitted by Respondent and upon Respondent's certification herein to the veracity of this information, that Respondent has reported non-compliance with certain requirements of the CWA, EPCRA, and CAA as described in Attachments A1-A3 and may, therefore, be assessed a civil penalty for reported violations of CWA § 311, EPCRA §§ 311 and 312, and CAA § 110.

D. The facilities listed in Attachment B are alleged by EPA to be in violation of the reporting requirements of EPCRA. However, as Respondent made a good faith effort to comply and relied on information from the manufacturer as to the amount of sulfuric acid present in the batteries to make its reporting determination, that information was later found to be inaccurate by Respondent, and Respondent notified EPA of the potential violations, EPA is not proposing to assess a penalty for those violations reported in Attachment B.

E. Complainant alleges that the civil penalty to be assessed for violations described in

Attachments A1-A3 is $468,600. Of that potential penalty, $15,800 is attributable to CWA violations, $422,300 is attributable to EPCRA violations, and $30,500 is attributable to CAA violations.

F. Accordingly, the civil penalty agreed upon by the parties for settlement purposes is $468,600.

VI. Terms of Settlement

A. Respondent agrees to pay FOUR HUNDRED AND SIXTY-EIGHT THOUSAND SIX HUNDRED dollars ($468,600) in satisfaction of the civil penalty.

B. For payment of the civil penalty related to the EPCRA and CAA violations, Respondent shall send, within thirty (30) days of the issuance of the Final Order, a cashier's check or a certified check in the amount of FOUR HUNDRED AND FIFTY-TWO THOUSAND EIGHT HUNDRED dollars ($452,800) made payable to the "Treasurer of the United States of America," via one of the following methods:

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

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

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

US Environmental Protection Agency
Fines and Penalties
U.S. Bank
1005 Convention Plaza
Mail Station SL-MO-C2GL
St. Louis, MO 63101

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

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

Federal Reserve Bank of New York
ABA No. 021030004

Account No. 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"

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

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

US Treasury REX/Cashlink ACH Receiver
ABA No. 05136706
Environmental Protection Agency
Account 310006
CTX Format
Transaction Code 22 - checking
5700 Rivertech Court
Riverdale, MD 20737

The PNC Bank customer service contact, Jesse White, may be reached at 301-887-6548.

5. Via on-line payment (from bank account, credit card, debit card), access "www.pay.gov" and enter "sfo 1.1" in the search field. Open the form and complete the required fields.

C. All payments by the Respondent shall include the Respondent's full name and address and the EPA Docket Numbers of this Consent Agreement (EPCRA-HQ-2008-8002 and CAA-HQ-2008-8002).

D. In 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 FIFTEEN THOUSAND EIGHT HUNDRED ($15,800) 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 the Matter of Cellco Partnership doing business as Verizon Wireless, Docket No. CWA-HQ-2008-8002. Alternatively, Respondent shall pay FIFTEEN THOUSAND EIGHT HUNDRED dollars ($15,800) by wire transfer with a notation

of "In the Matter of Cellco Partnership doing business as Verizon Wireless, Docket No. CWA-HQ-2008-8002" to the Federal Reserve Bank of New York using the following instructions:

Federal Reserve Bank of New York
ABA Routing Number: 021030004 (Treas. NYC)
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 – Cellco Partnership doing business as Verizon Wireless, Docket No. CWA-HQ-2008-8002."

The check or wire transfer shall bear the case docket number CWA-HQ-2008-8002.

E. Respondent shall forward evidence of the checks, wire transfers, and/or internet-based payments to EPA, within five (5) days of payment, to the attention of:

Clerk, Environmental Appeals Board
U.S. Environmental Protection Agency
MC 1103B
Ariel Rios Building
1200 Pennsylvania Avenue, N.W.
Washington, DC 20460

F. 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 Sections VI(B-D) of this Agreement.

G. For the purposes 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.

H. 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 that the Environmental Appeals Board (EAB) files 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 twelve percent (12%) per year compounded annually will be assessed on any portion of the debt that remains delinquent more than 90 days after payment is due.

VII. Severability and Public Comment

A. The parties acknowledge that the settlement portion of this Agreement which pertains to the CWA violations is, 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 EPCRA and CAA portions of this Agreement. Should EPA receive comments regarding the issuance of the Final Order assessing the civil penalty agreed to in Paragraph VII(A), EPA shall forward all such comments to Respondent within ten (10) days of the receipt of the public comments.

B. As part of this Agreement, and in satisfaction of the requirements of the Compliance Audit Agreement, Respondent has certified to certain facts as delineated in Section III(B). The parties agree that should EPA receive, through public comments or in any way, information that proves or demonstrates that these facts are other than as certified by Respondent, the portion of this Agreement pertaining to the affected facility, 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.

C. 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 the EAB.

VIII. Reservation of Rights

A. This Agreement and the Final Order, when issued by the EAB, and upon payment by Respondent of civil penalties in accordance with Section VI, shall resolve only the federal civil claims specified in Attachments A1, A2, A3, and B, hereby incorporated by reference. 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, issuance of the Final Order does not constitute a waiver by EPA and/or the United States of its right to bring an enforcement action, either civil or criminal, against Respondent for any other violation of any federal or state statute, regulation or permit.

IX. Other Matters

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

B. The provisions of this Agreement and the proposed Final Order, when issued by the EAB, shall apply to and be binding on the Complainant 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.

C. Nothing in this Agreement shall relieve Respondent of the duty to comply with all applicable provisions of the CWA, EPCRA, CAA, 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.

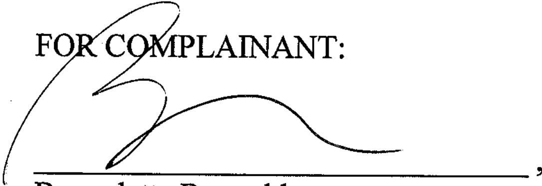
D. Except as provided in Section VII(C), Respondent waives any rights it may have to contest the allegations contained herein and its right to appeal the Final Order accompanying this Agreement.

E. 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:

_________________________, 2/19/09
Nicola Palmer Date
Vice President – Network
Cellco Partnership, dba Verizon Wireless

FOR COMPLAINANT:



_________________________________, 5/14/09
Date

Bernadette Rappold
Director
Office of Civil Enforcement
Office of Enforcement and Compliance Assurance
U.S. Environmental Protection Agency

Attachment A – Consent Agreement