

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION IX

In the matter of:)	U.S. EPA Docket No.
)	
)	RCRA-09-2020-0010
Pacific Resource Recovery Services)	
3150 East Pico Boulevard)	CONSENT AGREEMENT AND
Los Angeles, California)	FINAL ORDER PURSUANT TO
)	40 C.F.R. SECTIONS 22.13 AND
)	22.18
<u>Respondent.</u>)	

CONSENT AGREEMENT

A. PRELIMINARY STATEMENT

1. This is a civil administrative enforcement action instituted pursuant to Section 3008(a)(1) of the Resource Conservation and Recovery Act ("RCRA"), as amended, 42 U.S.C. § 6928(a)(1), and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits, as codified at 40 Code of Federal Regulations (C.F.R.) Part 22 ("Consolidated Rules").
2. Complainant is the United States Environmental Protection Agency, Region IX ("EPA").
3. Respondent is Pacific Resource Recovery Services, a California Corporation ("Respondent").
4. This Consent Agreement and Final Order ("CA/FO" or "Agreement"), pursuant to 40 C.F.R. §§ 22.13 and 22.18, simultaneously commences and concludes this proceeding, wherein EPA alleges that Respondent violated Section 3008 of RCRA, 42 U.S.C. § 6928, and its implementing regulations.
5. The Parties agree that settling this action without the filing of a complaint or the adjudication of any issue of fact or law is in their respective interest and in the public interest.

B. STATUTORY AND REGULATORY FRAMEWORK

6. Subtitle C of RCRA requires the EPA Administrator to promulgate regulations establishing a hazardous waste management program. Section 3006 of RCRA, 42 U.S.C. § 6926, provides, *inter alia*, that authorized state hazardous waste management programs are carried out under Subtitle C of RCRA.

7. The State of California ("State") received authorization to administer the hazardous waste management program in lieu of the federal program pursuant to Section 3006 of RCRA, 42 U.S.C. § 6926, and 40 C.F.R. Part 271, on August 1, 1992. The authorized hazardous waste program is established pursuant to the Hazardous Waste Control Law, Chapter 6.5 of Division 20 of the California Health and Safety Code, and the regulations promulgated thereunder at Title 22, Division 4.5 of the California Code of Regulations, 22 C.C.R. §§ 66001 *et seq.* The State has been authorized for all the hazardous waste management regulations referenced in this CA/FO.

8. A violation of California's authorized hazardous waste program, found at Health & Safety Code § 25100 *et seq.*, constitutes a violation of Subtitle C of RCRA and, therefore, a person who violates California's authorized hazardous waste program is subject to the powers vested in the EPA Administrator by Section 3008 of RCRA, 42 U.S.C. § 6928.

C. EPA's GENERAL ALLEGATIONS

9. Respondent owns and operates a industrial waste management and recycling facility located at 3150 East Pico Boulevard, in Los Angeles, California (the "Facility"). Respondent holds a hazardous waste management permit issued by the State of California on June 27, 2012 ("Permit"). Respondent is also a large quantity generator of hazardous waste. The Facility's hazardous waste management activities include transportation, storage, treatment, and consolidation of hazardous wastes and materials.

10. U.S. Environmental Protection Agency (EPA) Region 9 and the EPA National Enforcement Investigations Center (NEIC) conducted a RCRA compliance investigation of the Facility July 25 through July 27, 2017. Based upon the information gathered during this inspection and subsequent investigation, EPA determined that Respondent violated certain provisions of RCRA.

11. Section 3008 of RCRA, 42 U.S.C. § 6928, authorizes the EPA Administrator to issue orders assessing a civil penalty and/or requiring compliance immediately or within a specified time for violation of any requirement of Subtitle C of RCRA, Section 3001 of RCRA *et seq.*, 42 U.S.C. § 6921 *et seq.*

12. The Administrator has delegated enforcement authority under Section 3008 of RCRA, 42 U.S.C. § 6928, to the EPA Regional Administrators. The Regional Administrator, EPA Region IX, in turn, redelegate that authority to the Director of the Enforcement Division, Region IX.

13. Respondent is a "person" as defined in 22 C.C.R. § 66260.10 [*see also* 40 C.F.R. § 260.10].¹

¹ All citations to the "C.C.R." refer to Division 4.5 of Title 22 of the California Code of Regulations. EPA is enforcing California hazardous waste management program requirements as approved and authorized by the United

14. Respondent is an “operator” of a facility as defined in 22 C.C.R. § 66260.10 [see also 40 C.F.R. § 260.10].
15. Respondent is a “generator” of hazardous waste as defined in 22 C.C.R. § 66260.10 [40 C.F.R. § 260.10].
16. Respondent is or has been engaged in “treatment,” “storage,” or “disposal” of “hazardous waste” as defined in 22 C.C.R. §§ 66260.10 and 66261.3 [see also 40 C.F.R. §§ 260.10 and 261.3].
17. The RCRA hazardous waste that Respondent is permitted to treat and store at the Facility include, but are not limited to, the following waste codes: D001, D004-11, D018, D021-26, D035, D038,-40, F001- 05, K086, U002, U031, U037, U056-57, U080, U112, U140, U154, U159, U161, U196, U210, U213, U220, U226, U227, U228, and U239.

D. ALLEGED VIOLATIONS

COUNT I

**Failure to comply with permit conditions relating to air emissions
for tanks subject to Level 1 controls**

18. Paragraphs 1 through 17 above are incorporated herein by this reference as if they were set forth here in their entirety.
19. 22 C.C.R. § 66270.30(a) requires a permittee to comply with all conditions of its permit. The General Conditions of Respondent’s Permit, stated in the Permit at Part III(2)(a) page 6, requires compliance with the provisions of the California Code of Regulations under title 22.
20. 22 C.C.R. § 66264.1084(b)(1)(A) through (b)(1)(C) [40 C.F.R. § 264.1084(b)(1)] require the owner or operator to control air pollutant emissions as applicable in accordance with Tank Level 1 controls specified in subsection (c) or Tank Level 2 controls specified in subsection (d).
21. The standards require that tanks subject to Level 1 controls must have a fixed roof installed in a manner such that there are no visible cracks, holes, gaps, or other open spaces between roof section joints or between the interface of the roof edge and the tank wall, and that each opening shall be equipped with a closure device designed to operate such that when the device is secured in the closed position there are no visible cracks, holes, gaps, or other open spaces in the closure device or between the perimeter of the opening.

22. 22 C.C.R. § 66261.1084(c)(2)(C) requires that the closure device be secured in the closed position except when it is necessary to provide access to the tank.

23. At the time of the inspection, EPA inspectors observed an open gooseneck vent on permitted hazardous waste tank T61 and an open pressure relief device on permitted hazardous waste tank T84, at a time when it was not necessary for these devices to be in the open position. Both tanks are subject to Tank Level 1 controls. Inspectors also recorded VOC emissions from the open devices.

24. Therefore, EPA alleges that Respondent failed to meet the permit condition requiring compliance with Tank Level 1 air emissions controls, a violation of 22 C.C.R. § 66270.30 [40 C.F.R. § 270.30].

COUNT II

Failure to comply with permit condition regarding air emissions controls for container subject to Container Level 2 Controls

25. Paragraphs 1 through 17 above are incorporated herein by this reference as if they were set forth here in their entirety.

26. 22 C.C.R. § 66270.30(a) requires a permittee to comply with all conditions of its permit. The General Conditions of Respondent's permit, stated in the permit at Part III(2)(a) page 6, requires compliance with the provisions of the California Code of Regulations under title 22.

27. 22 C.C.R. § 66264.1086(b)(1)(C) [40 C.F.R. § 264.1086(b)(1)(iii)] requires owners and operators of containers with a design capacity greater than 0.46m in light material service to "control air pollutant emissions from the container in accordance with the Container Level 2 standards specified in subsection (d) of this section."

28. 22 C.C.R. § 66264.1086(d)(1)(B) [40 C.F.R. § 264.1086(d)(1)] and 22 C.C.R. § 66264.1086(g) [40 C.F.R. § 264.1086(g)] state that "a container using Container Level 2 controls . . . [includes] a container that operates with no detectable organic emissions as defined in section 66260.10 and determined in accordance with the procedure specified in subsection (g) of this section."

29. 22 CCR §§ 66264.1086(d)(3) [40 CFR §§ 264.1086(d)(3)] states that "whenever a hazardous waste is in a container using Container Level 2 controls, the owner or operator shall install all covers and closure devices for the container, and secure and maintain each closure device in the closed position" except in certain situations not relevant here. 22 CCR §§ 66264.1086(d)(3) [40 CFR §§ 264.1086(d)(3)].

30. To determine compliance, the owner or operator must conduct testing in accordance with the procedures in Method 21 of 40 C.F.R. part 60, appendix A. Each potential leak interface on

the cover and associated closure devices shall be checked. 22 C.C.R. § 66264.1086(g); 22 C.C.R. § 264.1083(d); 22 C.C.R. 66265.1084(d).

31. 22 C.C.R. § 66264.1086(d)(4)(B) [40 C.F.R. § 264.1086(d)(4)(ii)] requires the owner or operator of containers using Container Level 2 controls that remain at the facility for a period of one year or more to visually inspect the containers and their covers and closure devices for visible cracks, holes, gaps, or other open spaces into the interior of the container when the cover and closure devices are secured in the closed position. If a defect is detected, the owner or operator shall repair the defect in accordance with the requirements of 22 C.C.R. § 66264.1086(d)(4)(C).

32. During the inspection, EPA observed a container at the Facility, the liquefaction unit, which was empty and not in operation during EPA's inspection. EPA observed that the liquefaction unit had a wood cover for use during mixing (i.e., when the unit contained hazardous waste) to accommodate a mixing paddle. EPA observed another wood cover that Respondent used when no mixing was occurring (i.e., when the unit was empty of hazardous waste). EPA inspectors observed visible gaps in both covers. Respondent had not identified these gaps in the liquefaction unit covers and had not tested the openings to either cover.

33. Therefore, EPA alleges that Respondent failed to comply with the permit condition to comply with 22 C.C.R. § 66264.1086(d)(1) [40 C.F.R. § 264.1086(d)(1)] and 22 C.C.R. 66264.1086(g) [40 C.F.R. § 264.1086(g)], a violation of 22 C.C.R. § 270.30(a) [40 C.F.R. § 270.30(a)]

COUNT III

Failure to comply with air emission standards for equipment leaks

34. Paragraphs 1 through 17 above are incorporated herein by this reference as if they were set forth here in their entirety.

35. 22 C.C.R. § 66270.30(a) requires a permittee to comply with all conditions of its permit. The General Conditions of Respondent's permit, stated in the permit at Part III(2)(a) page 6, requires compliance with the provisions of the California Code of Regulations under title 22.

36. 22 C.C.R. § 66264.1063(b) [40 C.F.R. § 264.1063(b)] requires that leak detection and repair (LDAR) monitoring shall comply with Reference Method 21.

37. Reference Method 21 requires that when monitoring pieces of equipment with the calibrated detection instrument, the maximum reading shall be logged.

38. EPA Inspectors determined that Respondent was using an average of the readings detected by the monitoring instrument, instead of the maximum reading as required by Method 21.

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39. Reference Method 21 requires that the detection instrument be calibrated before use on each day of its use by the procedures specified in Reference Method 21.

40. Calibration records for LDAR monitoring show that Respondent did not consistently calibrate the instrument each day of use. In addition, Respondent failed to conduct quarterly precision testing on the instrument used for LDAR monitoring, as required by Method 21.

41. 22 C.C.R. § 66264.1050(d) requires that each piece of equipment subject to the Air Emission Standards for Equipment Leaks be marked in such a manner that it can be distinguished readily from other pieces of equipment.

42. EPA Inspectors observed that one valve subject to the Air Emission Standards for Equipment Leaks was not marked with a tag.

43. Therefore, EPA alleges that Respondent failed to comply with permit conditions regarding air emission standards for equipment leaks, in violation of 22 C.C.R. § 270.30(a)

E. CIVIL PENALTY

44. The Complainant proposes that Respondent be assessed, and Respondent agrees to pay THIRTY-SIX THOUSAND DOLLARS (\$36,000) as the civil penalty for the violations alleged herein.

45. The proposed penalty was calculated in accordance with the "June 2003 RCRA Civil Penalty Policy," and was adjusted for inflation by the Federal Civil Penalties Inflation Adjustment Act, as amended, and the Civil Monetary Penalty Inflation Adjustment Rule, 40 C.F.R. Part 19.

F. ADMISSIONS AND WAIVERS OF RIGHTS

46. For the purposes of this proceeding, Respondent admits and agrees that EPA has jurisdiction and authority over the subject matter of the action commenced in this CA/FO and over Respondent. Respondent consents to and agrees not to contest EPA's jurisdiction and authority to enter into and issue this CA/FO and to enforce its terms. Further, Respondent will not contest EPA's jurisdiction and authority to compel compliance with this CA/FO in any lawful enforcement proceedings, either administrative or judicial, or to impose lawful sanctions for violations of this CA/FO.

47. Respondent neither admits nor denies any allegations of fact or law set forth in Section D of this CA/FO and does not admit any liability arising out of the occurrences alleged in this CA/FO. Respondent hereby waives any rights Respondent may have against EPA to contest the allegations and to appeal the proposed Final Order accompanying this Consent Agreement and made part of this CA/FO.

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G. PARTIES BOUND

48. This CA/FO shall apply to and be binding upon Respondent and its agents, successors and assigns, until the civil penalty required under Sections E and H has been paid in accordance with Section H, the SEP required under Section I and Appendix A has been completed in accordance with Section I and Appendix A, and any delays in performance and/or stipulated penalties have been resolved. When those matters are concluded, this CA/FO shall terminate and constitute full settlement of the violations alleged herein.

49. No change in ownership or corporate, partnership or legal status relating to the Facility will in any way alter Respondent's obligations and responsibilities under this CA/FO.

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

H. PAYMENT OF CIVIL PENALTY

51. Respondent consents to the assessment of and agrees to pay a civil penalty of THIRTY-SIX THOUSAND (\$36,000.00) in full settlement of the federal civil penalty claims set forth in this CA/FO.

52. Respondent shall submit payment of THIRTY-SIX THOUSAND DOLLARS (\$36,000) within thirty (30) calendar days of the Effective Date of this CA/FO, in accordance with one of the options set forth below. The Effective Date of this CA/FO is the date the Final Order, signed by the Regional Judicial Officer, is filed with the Regional Hearing Clerk. All payments shall indicate the name of the Facility, the Respondent's name and address, and the EPA docket number of this action.

Regular Mail:

Payment shall be made by certified or cashier's check payable to "Treasurer, United States of America," and sent as follows:
U.S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
PO Box 979077
St. Louis, MO 63197-9000

Overnight Mail:

Payment shall be made by certified or cashier's check payable to "Treasurer, United States of America," and sent as follows:
U.S. Environmental Protection Agency
Government Lockbox 979077

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1005 Convention Plaza
Mail Station SL-MO-C2GL
St. Louis, MO 63101
Contact: Craig Steffen (513) 487-2091

Wire Transfers:

Wire transfers must be sent directly to the Federal Reserve Bank in New York City with the following information:

Federal Reserve Bank of New York

ABA = 021030004

Account = 68010727

SWIFT address = FRNYUS33

33 Liberty Street

New York, NY 10045

Beneficiary: US Environmental Protection Agency

*Note: Foreign banks **must** use a United States Bank to send a wire transfer to the US EPA.

ACH (also known as REX or remittance express):

US Treasury REX/Cashlink ACH Receiver

ABA: 051036706

Account Number: 310006, Environmental Protection Agency

CTX Format Transaction Code 22 – checking

Physical location of US Treasury Facility:

5700 Rivertech Court

Riverdale, MD 20737

Remittance Express (REX): 1-866-234-5681

On Line Payment:

Payers can use their credit or debit cards (Visa, MasterCard, American Express & Discover) as well as checking account information to make payments.

This payment option can be accessed from the information below:

www.pay.gov

Enter “sfo1.1” in the search field

Open form and complete required fields

If clarification regarding a particular method of payment remittance is needed, contact the EPA Cincinnati Finance Center at 513-487-2091.

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

Regional Hearing Clerk
Office of Regional Counsel (ORC-1)

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U.S. Environmental Protection Agency - Region 9
75 Hawthorne Street
San Francisco, CA 94105

With an electronic copy to:

John Schofield (ENF-2-2)
Enforcement Division
U.S. Environmental Protection Agency - Region 9
schofield.john@epa.gov

Daniel Fernandez (ENF-2-2)
Enforcement Division
U.S. Environmental Protection Agency - Region 9
fernandez.daniel@epa.gov

And

Emily Griffith (ORC-3-3)
Office of Regional Counsel
U.S. Environmental Protection Agency – Region 9
griffith.emily@epa.gov

54. In accordance with the Debt Collection Act of 1982 and U.S. Treasury directive (TFRM 6-8000), each payment must be received by the due date set forth in this CA/FO to avoid additional charges. If payment is not received by the due date, interest will accrue from the Effective Date of this CA/FO at the current rate published by the United States Treasury as described at 40 C.F.R. § 13.11. In addition, a 6% per annum penalty assessed monthly will further apply on any principal amount not paid within ninety (90) calendar days of its due date. Respondent further will be liable for stipulated penalties as set forth below for any payment not received by its due date.

55. The penalties specified in this CA/FO shall represent civil penalties assessed by EPA and shall not be deducted by Respondent or any other person or entity for federal, state, or local taxation purposes.

I. SUPPLEMENTAL ENVIRONMENTAL PROJECT

56. As a condition of settlement, Respondent shall complete the supplemental environmental project ("SEP") as set forth in Paragraphs 56 through 63 and Appendix A of this CA/FO. Respondent shall provide at least ONE HUNDRED THOUSAND DOLLARS (\$100,000) to the SEP Implementer within 120 calendar days of the Effective Date of this CA/FO to be utilized in the AFS SEP.

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57. The AFS SEP shall be implemented as set forth in Paragraphs 56 through 63 and Appendix A of this CA/FO in compliance with the schedule and the other terms of this CA/FO.

58. Within 60 days of completion of installation of the AFS SEP, a SEP Completion Report that includes the information specified in Appendix A of this CA/FO shall be submitted to EPA at the address specified in Appendix A. Respondent may place reasonable reliance on the accuracy of reports or other information provided by the AFS SEP Implementer.

59. After receipt of the SEP Completion Report described in Appendix A, EPA shall, within 30 days, notify Respondent, in writing, regarding: (a) any deficiencies in the SEP Completion Report itself along with a grant of an additional thirty (30) days for Respondent to correct any deficiencies; or (b) indicate that EPA concludes that the project has been completed satisfactorily.

60. If EPA elects to exercise option (a) in Paragraph 59 above, EPA shall permit Respondent the opportunity to object in writing to the notification of deficiency given pursuant to Paragraph 59 within ten (10) days of receipt of such notification. EPA and Respondent have an additional thirty (30) days from receipt by EPA of the notification of objection to reach agreement on changes necessary to the SEP Completion Report. If agreement cannot be reached on any such issue within this 30-day period, EPA shall provide a written statement of its decision on the adequacy of completion of the SEP to Respondent, which decision shall be final and binding upon Respondent. In the event the SEP is not completed as contemplated herein, as reasonably determined by EPA, stipulated penalties shall be due and payable by Respondent to EPA as specified below in Section K.

61. Respondent shall request the SEP Implementer to maintain, and present to EPA upon request, all documents to substantiate the funds expended and work completed to implement the SEP described in Paragraphs 56 through 63 and Appendix A of this CA/FO, and to provide these documents to EPA within thirty (30) calendar days of any request for the documents. Respondent may place reasonable reliance on the accuracy of reports or other information provided by the SEP Implementer to satisfy this obligation.

62. With regard to the SEP, Respondent, by signing this CA/FO, certifies the truth and accuracy of each of the following:

- a. That, to the knowledge of Respondent after reasonable inquiry and in reasonable reliance upon information provided by the SEP Implementer as provided under Appendix A, all cost information provided to EPA in connection with EPA's approval of the SEP is complete and accurate;
- b. That, as of the date of this Agreement, Respondent is not required to perform or develop the SEP by any federal, state, or local law or regulation and is not required to perform or develop the SEP by agreement, grant, or as injunctive relief awarded in any other action in any forum;

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- c. That the SEP is not a project that Respondent was planning or intending to construct, perform or implement other than in settlement of the claims resolved in this Agreement;
- d. That Respondent has not received and will not receive credit for the SEP in any other enforcement action;
- e. That Respondent will not receive reimbursement for any portion of the SEP from another person or entity;
- f. That for federal income tax purposes, Respondent will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEP; and
- g. That Respondent is not a party to any federal financial transaction that is funding or could fund the same activity as the SEP described in this Agreement and has inquired of the SEP Implementer whether it is a party to an open federal financial assistance transaction that is funding or could fund the same activity as the SEP and has been informed by the SEP Implementer that to its knowledge it is not a party to such a transaction.

63. Any public statement, oral or written, in print, film, or other media, made by Respondent making reference to the SEP under this CA/FO from the date of Respondent's execution of this CA/FO shall include the following language: "This project was undertaken in connection with In the Matter of Pacific Resource Recovery Services Consent Agreement and Final Order the settlement of an enforcement action, In the Matter of Pacific Resource Recovery Services, (Docket No. RCRA(3008)-09-2019-) taken by the Environmental Protection Agency to enforce federal laws."

K. DELAY IN PERFORMANCE/STIPULATED PENALTIES

64. In the event Respondent fails to meet any requirement set forth in this CA/FO, Respondent shall pay stipulated penalties as follows: FIVE HUNDRED DOLLARS (\$500) per day for first to fifteenth day of delay, ONE THOUSAND DOLLARS (\$1,000) per day for sixteenth to thirtieth day of delay, and THREE THOUSAND DOLLARS (\$3,000) per day for each day of delay thereafter. Compliance by Respondent shall include completion of any activity under this CA/FO in a manner acceptable to EPA and within the specified time schedules in and approved under this CA/FO.

65. In the event that Respondent abandons the SEP without completion in accordance with the terms of this CA/FO, Respondent shall pay a stipulated penalty of ONE HUNDRED FOURTY NINE THOUSAND, NINE HUNDRED DOLLARS (\$149,900) less any stipulated penalties already paid for failure to submit the SEP Completion Report pursuant to Paragraph 66.

66. Notwithstanding any other provision of this CAFO, in the event Respondent fails to complete any task required as part of the SEP by the date such task is required to be performed under Appendix A and this CAFO, Respondent shall pay a stipulated penalty in the amount of FIVE HUNDRED DOLLARS (\$500) for each day after that performance was due until the date of correction of the noncompliance. Stipulated penalties for failure to submit the SEP

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Completion Report shall begin to accrue on the day after the report is due, and shall continue to accrue through the final day of EPA's receipt of this document. Notwithstanding the penalty amounts described in this paragraph, the total stipulated penalty paid by Respondent pursuant to this paragraph shall not exceed ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000).

67. All penalties owed to EPA under this Section shall be due within thirty (30) days of receipt of a notification of noncompliance. Such notification shall describe the noncompliance and shall indicate the amount of penalties due. Interest at the current rate published by the United States Treasury, as described at 40 C.F.R. §13.11, shall begin to accrue on the unpaid balance at the end of the thirty-day period.

68. All penalties shall be remitted in the same manner described in Section H.

69. The payment of stipulated penalties shall not alter in any way Respondent's obligation to complete the performance required hereunder.

70. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this CA/FO.

71. The stipulated penalties set forth in this Section do not preclude EPA from pursuing any other remedies or sanctions that may be available to EPA because of Respondent's failure to comply with any of the requirements of this CA/FO.

72. The payment of stipulated penalties specified in the Section shall not be deducted by Respondent or any other person or entity for federal, state or local taxation purposes.

L. CERTIFICATION OF COMPLIANCE

73. In executing this CA/FO, Respondent certifies under penalty of law to EPA that, as of the Effective Date, it is in compliance with the regulations that formed the basis for the violations alleged in Section D, above.

74. This certification of compliance is based upon true, accurate, and complete information, which the signatory can verify personally or regarding which the signatory has inquired of the person or persons directly responsible for gathering the information.

M. RESERVATION OF RIGHTS

75. Except as addressed in this CA/FO, EPA hereby reserves all of its statutory and regulatory powers, authorities, rights and remedies, both legal and equitable, including the right to require that Respondent perform tasks in addition to those required by this CA/FO. EPA further reserves all of its statutory and regulatory powers, authorities, rights and remedies, both legal and equitable, which may pertain to Respondent's failure to comply with any of the

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requirements of this CA/FO, including without limitation, the assessment of penalties under Section 3008 of RCRA, 42 U.S.C. § 6928. This CA/FO shall not be construed as a covenant not to sue, release, waiver or limitation of any rights, remedies, powers or authorities, civil or criminal, which EPA has under RCRA, or any other statutory, regulatory or common law enforcement authority of the United States.

76. Compliance by Respondent with the terms of this CA/FO shall not relieve Respondent of its obligations to comply with RCRA or any other applicable local, State or federal laws and regulations.

77. The entry of this CA/FO and Respondent's consent to comply shall not limit or otherwise preclude EPA from taking additional enforcement actions should EPA determine that such actions are warranted except as they relate to Respondent's liability for federal civil penalties for the alleged violations and facts as set forth in Section D of this CA/FO.

78. This CA/FO is not intended to be nor shall it be construed as a permit. This CA/FO does not relieve Respondent of any obligation to obtain and comply with any local, State or federal permits.

N. OTHER CLAIMS

79. Nothing in this CA/FO shall constitute or be construed as a release from any other claim, cause of action or demand in law or equity by or against any person, firm, partnership, entity or corporation for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous constituents, hazardous substances, hazardous wastes, pollutants, or contaminants found at, taken to, or taken from the Facility.

O. MISCELLANEOUS

80. This CA/FO may be amended or modified only by written agreement executed by both EPA and Respondent.

81. The headings in this CA/FO are for convenience of reference only and shall not affect interpretation of this CA/FO.

82. Each party to this action shall bear its own costs and attorneys' fees.

83. EPA and Respondent consent to entry of this CA/FO without further notice.

Q. EFFECTIVE DATE

84. In accordance with 40 C.F.R. §§ 22.18(b)(3) and 22.31(b), this CA/FO shall be effective

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on the date that the Final Order contained in this CA/FO, having been signed by the Regional
Judicial Officer, is filed with the Regional Hearing Clerk.

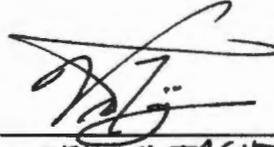
IT IS SO AGREED.

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FOR RESPONDENT PACIFIC RESOURCE RECOVERY SERVICES

11/07/2019

Date

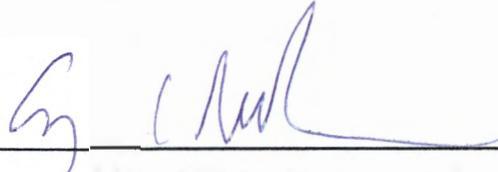


VEEREN TASHJIAN, VP/GM

FOR COMPLAINANT U.S. ENVIRONMENTAL PROTECTION AGENCY, REGION 9:

12/13/19

Date



Amy C. Miller, Director Enforcement &
Compliance Assurance Division

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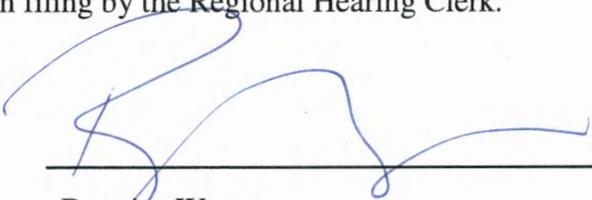
FINAL ORDER

IT IS HEREBY ORDERED that this Consent Agreement and Final Order pursuant to 40 C.F.R. Sections 22.13 and 22.18 (U.S. EPA Docket No. RCRA-09-2020-0010 be entered and that Respondent pay a civil penalty of THIRTY SIX THOUSAND DOLLARS (\$36,000), due within thirty (30) days from the Effective Date of this Consent Agreement and Final Order, and implement the Supplemental Environmental Project described in Section I of this CA/FO, in accordance with all terms and conditions of this Consent Agreement and Final Order.

This Final Order shall be effective upon filing by the Regional Hearing Clerk.

12/18/2019

Date



Beatrice Wong
Regional Judicial Officer
United States Environmental Protection Agency,
Region 9

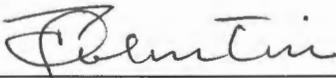
CERTIFICATE OF SERVICE

I hereby certify that on the date below, the original copy of the foregoing Complaint, Consent Agreement and Final Order, was filed with the Regional Hearing Clerk, Region IX, and that copies were sent by:

Certified Mail, Return Receipt Requested to:

Mr. Veeken H. Tashjian
Director of Regulatory Affairs
Pacific Resource Recovery Services
3150 East Pico Boulevard
Los Angeles, California 90023

12/19/19
Date


for: Steve Armsey
Regional Hearing Clerk
Office of Regional Counsel, Region IX

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APPENDIX A

AIR FILTRATION SYSTEM SUPPLEMENTAL ENVIRONMENTAL PROJECT

A. SEP Purpose

The Air Filtration System ("AFS") Supplemental Environmental Project ("SEP") shall be to install an AFS at a school to reduce exposure to harmful air pollutants, including Ultrafine Particles ("UFP"), Black Carbon ("BC"), and Fine Particulate Matter ("PM2.5"). The SEP shall be implemented at the Euclid Avenue Elementary School, or at another equivalent school in the community surrounding the Facility addressed in this CA/FO.

B. SEP Implementation

1. Pacific Resource Recovery Services ("Respondent"), has selected the South Coast Air Quality Management District ("SCAQMD") to implement the SEP. SCAQMD is a governmental entity that is authorized to receive funding from non-governmental sources to be used for implementation of this SEP.
2. Respondent shall provide \$100,000 to the SCAQMD within one hundred twenty (120) days of the Effective Date of this CA/FO for the purpose of implementing the AFS SEP in accordance with Paragraphs 56 through 63, and Appendix A of this CA/FO.
3. The SEP funds shall be expended in accordance with Paragraphs 56 through 63, and Appendix A of this CA/FO to: (1) install high performance air filtration units in classrooms and common areas of the Euclid Avenue Elementary School, or an alternative school selected in accordance with this CA/FO; (2) conduct post-installation testing to verify the performance of the systems and to report test results; (3) train school staff on the maintenance of the AFS to ensure proper and efficient operations; (4) provide at least a five-year supply of replacement filters; (5) prepare reports to document the status of the SEP; and (6) provide for reasonable administrative costs charged by the SEP Implementer for implementing the SEP.
4. Respondent shall be responsible to complete the AFS SEP in at least one entire school. For purposes of Appendix A of this CA/FO, "entire school" shall mean all classrooms and common areas in a school for which the installation of an air filtration unit is reasonably practicable and must include a substantial percentage of total classrooms and common areas in the school. If there are remaining funds, Respondent may direct the balance to pay for the cost of

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additional replacement filters, future maintenance costs, air filtration unit(s) for a classroom or common area within a school, and other associated costs for the AFS and/or air filtration unit(s) purchased through this SEP.

5. Respondent shall consult with the SCAQMD to evaluate potential school sites within a fifty-mile radius of the Facility. This evaluation should include and assessment of the type of heating, ventilation and air conditioning ("HVAC") units present at the school, with site visits to be conducted as necessary to verify the existing HVAC system/specifications. Respondent also shall consult with the SCAQMD determine the type of AFS to install in accordance with the Performance Specifications identified below. Consideration will be given to whether the type of AFS would be effective at significantly reducing harmful air pollutants, and whether the AFS vendor or contractor for that type of AFS has design and operational proposals appropriate for classroom conditions. Such consultation shall consider, as appropriate, other air pollution control agencies that have programs installing AFSs. SCAQMD has preliminarily identified the Euclid Avenue Elementary School, located within two miles of the Facility at 806 Euclid Ave, Los Angeles, CA 90023, as the school site for implementation of the AFS SEP.
6. SCAQMD shall prepare a detailed schedule for the installation of the AFS is prepared. Installation and other implementation issues shall be coordinated with the appropriate school and school district.
7. SCAQMD shall establish a maintenance program to provide training for the selected school's maintenance staff for ongoing maintenance of the AFS following installation of the AFS at the school(s). An operation and maintenance manual shall be provided to the school and its school district, and shall include, but not be limited to, the required frequency for cleaning and replacement of the filters and other maintenance procedures.
8. Within sixty (60) days after completion of the AFS SEP, in consultation with SCAQMD, Respondent shall submit an AFS SEP Completion Report to EPA at the address specified Paragraph E herein. The SEP Completion Report must include the following information: (1) the type of AFS installed; (2) the number of schools/classrooms/common areas where AFSs are installed; (3) the expenditures associated with the project; (4) a copy of the operation and maintenance manual; and (5) a written certification of project completion.

C. Environmental Benefit

Exposure to harmful air pollutants has been linked to a variety of short-term and long-term

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health effects, including asthma, reduced lung function, impaired lung development in children and cardiovascular effects in adults. Exposure of children to harmful air pollution at schools is a concern because many schools across the country are located near industrial areas and heavily trafficked roadways and children are particularly vulnerable to exposure.

AFSs have been independently tested and verified by SCAQMD to remove up to 87 to 96% of UFP, PM_{2.5} and BC from classrooms. SCAQMD has significant experience with installation of AFSs in schools and classrooms located in close proximity to major sources of PM through its pilot study programs, and at many other sites within U.S. EPA Region 9 where SCAQMD has successfully implemented similar AFS SEPs in the past.

D. Performance Specifications

In order to ensure that the environmental benefit will be achieved and that the AFS will function effectively within the classroom setting, the following performance specifications are hereby incorporated, as required by the AFS SEP, unless they differ from local requirements. The AFS will meet these performance specifications at the time the AFS is installed at each selected school.

1. Definitions

- a. **Baseline Conditions** - Percentage reduction in the indoor concentration of a particular air pollutant relative to its concurrent outdoor level before installation of any air filtration unit.
- b. **Minimum Average Removal Efficiency** - Minimum percentage reduction in the indoor air concentration of a particular pollutant relative to its concurrent outdoor level after installation of one or more air filtration units, averaged over all time periods and installations.
- c. **Potential Average Removal Efficiency** - Potential percentage reduction in the indoor concentration of a particular pollutants relative to its concurrent outdoor level after installation of one or more air filtration units, demonstrated for several time periods and installations.

2. Removal Efficiency Standard

The AFS must demonstrate, from Baseline Conditions, Minimum Average Removal Efficiencies of 50% for UFC, BC, and PM_{2.5} and should have demonstrated Potential Average Removal Efficiencies of at least 90% for the same pollutants unless local school authorities require different standards.

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3. Minimal Impact on Air Flow

The AFS shall lower the indoor air concentrations of pollutants identified in D(2) above, but shall not significantly reduce the existing air flow rates through the HVAC system and shall not require significantly higher power consumption to achieve similar flow rates. Determinations regarding impacts on air flow may require coordination and consultation with local school authorities.

4. Low Noise

The AFS shall not exceed a 45decibel noise threshold for any new in-classroom equipment, a standard required by many school districts unless local rules have different requirements.

5. Filter Lifetime

To minimize labor costs associated with filter replacement, the advertised lifetime of the installed high-performance filters should be at least three months.

E. Schedule

1. Respondent shall provide the funding for the AFS SEP within 120 days of the Effective Date of this CA/FO.
2. Respondent shall complete the AFS SEP no later than one year after the Effective Date of this CA/FO.

Within 60 days of completion of the AFS SEP, Respondent shall submit the AFS SEP Completion Report to:

John Schofield (ENF-2-2)
Enforcement Division
U.S. Environmental Protection Agency - Region 9
75 Hawthorne St San Francisco, CA 94105