BEFORE THE
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

| | | |
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| In the Matter of: | ) | DOCKET NO. RCRA-10-2016-0103 |
| MICROCONNEX CORPORATION | ) | **CONSENT AGREEMENT** |
| Snoqualmie, Washington | ) | |
| Respondent. | ) | |

## I. STATUTORY AUTHORITY

1.1. This Consent Agreement is issued under the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by Section 3008 of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6928.

1.2. Pursuant to Section 3006(b) of RCRA, 42 U.S.C. § 6926(b), EPA granted the State of Washington final authorization to administer and enforce a hazardous waste program and to carry out such program in lieu of the federal program.

1.3. Pursuant to Section 3008(a) & (g) of RCRA, 42 U.S.C. § 6928(a) & (g), EPA may enforce the State of Washington's federally-approved Dangerous Waste program codified at Washington Administrative Code ("WAC") Chapter 173-303.

1.4. Pursuant to Section 3008(a)(2) of RCRA, 42 U.S.C. § 6928(a)(2), notification of

this action has been given to the State of Washington.

1.5. Pursuant to Section 3008 of RCRA, 42 U.S.C. § 6928, and in accordance with the "Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties," 40 C.F.R. Part 22, EPA issues, and MicroConnex Corporation ("Respondent") agrees to issuance of, the Final Order attached to this Consent Agreement ("Final Order").

## II. PRELIMINARY STATEMENT

2.1. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b), issuance of this Consent Agreement commences this proceeding, which will conclude when the Final Order becomes effective.

2.2. The Director of the Office of Compliance and Enforcement, EPA Region 10 ("Complainant") has been delegated the authority pursuant to Section 3008 of RCRA, 42 U.S.C. § 6928, to sign consent agreements between EPA and the party against whom an administrative penalty for violations of RCRA is proposed to be assessed.

2.3. Part III of this Consent Agreement contains a concise statement of the factual and legal basis for the alleged violations of RCRA together with the specific provisions of RCRA and the implementing regulations that Respondent is alleged to have violated.

## III. ALLEGATIONS

3.1 The State of Washington has adopted regulations for the management of dangerous wastes found at WAC 173-303.

3.2 The regulation at WAC 173-303-016(3)(a) defines solid waste as "any discarded material that is not excluded by WAC 173-303-017(2) or that is not excluded by variance granted under WAC 173-303-017(5)." In accordance with WAC 173-303-016(4), "materials are

solid waste if they are abandoned by being disposed of; . . . or accumulated, stored, or treated (but not recycled) before or in lieu of being abandoned by being disposed of, burned, or incinerated."

3.3 In accordance with WAC 173-303-070(3), a solid waste is a "dangerous waste" if, inter alia, the waste is a listed dangerous waste source under WAC 173-303-082 or the waste exhibits any dangerous waste characteristics identified in WAC 173-303-090.

3.4 In accordance with WAC 173-303-090, a solid waste is a dangerous waste if it exhibits the "toxicity characteristic" using the procedures specified in WAC 173-303-090(8).

3.5 In accordance with WAC 173-303-082, any waste that is listed in WAC 173-303-9904 is a dangerous waste.

3.6 Wastewater treatment sludges from electroplating operations (waste code F006) are listed in WAC 173-303-9904 and are, therefore, dangerous wastes.

3.7 The regulation at WAC 173-303-040 defines "sludge" to mean "any solid, semi-solid, or liquid waste generated from a municipal, commercial, or industrial wastewater treatment plant . . . ."

3.8 The regulation at WAC 173-303-040 defines "treatment" to mean "the physical, chemical, or biological processing of dangerous waste to make such wastes nondangerous or less dangerous, safer for transport, amenable for energy or material resource recovery, amenable for storage, or reduced in volume . . . ."

3.9 The regulation at WAC 173-303-040 defines "facility" to mean "all contiguous land, and structures, other appurtenances, and improvements on the land used for recycling, reusing, reclaiming, transferring, storing, treating, or disposing of dangerous waste. A facility

may consist of several treatment, storage, or disposal operational units (for example, one or more landfills, surface impoundments, or combination of them)." In accordance with WAC 173-303-040, throughout WAC 173-300 the terms "facility," "treatment, storage, disposal facility," "TSD facility," "dangerous waste facility" or "waste management facility" are used interchangeably.

3.10 In accordance with WAC 173-303-800(2), the owner or operator of a dangerous waste facility that transfers, treats, stores, or disposes ("TSD") or recycles dangerous waste must obtain a permit covering, inter alia, the active life, closure period, and groundwater protection compliance period for any regulated unit, unless the generator complies with the accumulation-by-generator standards and treatment-by-generator standards as follows:

3.10.1. In accordance with WAC 173-303-170(3)(a) and 600(3)(d), the generator accumulates dangerous wastes for less than ninety days as allowed under WAC 173-303-200. In accordance with WAC 173-303-200, if the generator accumulates waste in containers, then the generator must comply with the container management standards in WAC 173-303-630, which requires, inter alia, that containers of dangerous waste be closed except when it is necessary to add or remove waste and be marked with a label identifying the major risks associated with the waste. WAC 173-303-630(3); (5)(a).

3.10.2. In accordance with WAC 173-303-170(3)(b) and 600(3)(m), the generator treats dangerous waste on-site in accumulation tanks, containers, and containment buildings and the generator maintains a log showing the date and amount of waste treated and complies with WAC 173-303-200, WAC 173-303-201, and 173-303-202.

3.11 In accordance with WAC 173-303-200(2)(a), "A generator may accumulate as much as fifty-five gallons of dangerous waste . . . in containers at or near any point of generation

where waste initially accumulates . . . without a permit provided the generator," inter alia, keeps the container closed, except when it is necessary to add or remove waste, and once fifty-five gallons of dangerous waste is accumulated, the generator marks the container immediately with the accumulation date.

3.12 Respondent is a "person" as that term is defined in WAC 173-303-040.

3.13 Since at least January 1, 2012, Respondent has manufactured flexible circuit boards at its facility located in Snoqualmie, Washington ("Facility"). The manufacturing process includes electroplating with copper, nickel, and gold, as well as acid etching.

COUNT 1: TREATMENT OF DANGEROUS WASTE WITHOUT A PERMIT

3.14 The flexible circuit board manufacturing process at Respondent's Facility generates wastewater. The wastewater is "solid waste" as that term is defined in WAC 173-303-016.

3.15 Since at least January 1, 2012, Respondent has treated the wastewater generated from the flexible circuit board manufacturing process using an on-site wastewater treatment system. Respondent's wastewater treatment system consists of a holding tank, a treatment tank, three 500 gallon settling tanks, an overflow tank, an evaporator, and a condensate container.

3.16 Respondent transfers wastewater generated from the flexible circuit board manufacturing process into the holding tank. Respondent then transfers the wastewater into a treatment tank into which Respondent adds caustic to raise the wastewater's pH. Respondent transfers the wastewater from the treatment tank into one of the three settling tanks in which the wastewater separates into supernatant and sludge. The sludge constitutes F006

wastewater treatment sludges from electroplating operations ("F006 waste") and is, in accordance with WAC 173-303-070(3); 082; 9904, a "dangerous waste."

3.17 Respondent transfers the supernatant into an evaporator which evaporates the supernatant.

3.18 Sludge collects inside the evaporator as a result of the evaporation process. Therefore, Respondent generates F006 waste in the evaporator. Respondent scours the sludge from the evaporator with water. In accordance with WAC 173-303-070(2)(a); 082(1) and (3), the resultant wastewater is also F006 waste ("Wash Water").

3.19 Respondent mixes the Wash Water with the wastewater from the electroplating operations and treats the mixture using the wastewater treatment unit. The wastewater treatment unit reduces the volume of waste and makes the waste more amendable for storage and transportation. Therefore, Respondent's treatment of the Wash Water in the wastewater treatment unit meets the definition of the term "treatment" defined in WAC 173-303-040.

3.20 At no time since January 1, 2012, did Respondent maintain a log showing the date and amount of waste treated.

3.21 At no time since January 1, 2012, did Respondent have a permit to treat dangerous waste issued pursuant to WAC 173-303-800.

3.22 Therefore, since at least January 1, 2012, Respondent has treated F006 waste without a permit in violation of WAC 173-303-800.

COUNT 2: STORAGE OF DANGEROUS WASTE WITHOUT A PERMIT

3.23 Prior to June 1, 2014, Respondent generated approximately 250 gallons of F006 waste in one of Respondent's settling tanks at the Facility. The waste remained in the tank until July 30, 2015.

3.24 Prior to February 5, 2015, Respondent accumulated F006 waste in drip pans below the three settling tanks. The drip pans were not closed at all times.

3.25 On or around February 5, 2015, Respondent accumulated 55 gallons of F006 waste in a drum at the Facility. Waste was not actively being added to the drum, the drum was not closed, and the drum was not marked with the date accumulation began.

3.26 On or around February 5, 2015, Respondent was storing two 55 gallon drums of waste at the Facility ("F007 Drums"). The F007 Drums were marked with the words "Hazardous Waste" and had tags attached to them stating: "Hold for Analysis." The F007 Drums contained spent cyanide plating bath solutions from a gold electroplating operation Respondent conducted at the Facility. Therefore, in accordance with WAC 173-303-9905 and 082, the F007 Drums contained dangerous waste with waste code F007.

3.27 The F007 Drums were not marked with the major risk associated with the waste. According to the labels on the F007 Drums, Respondent accumulated dangerous waste in the F007 Drums starting July 27, 2014. The F007 Drums remained at the Facility until March 2, 2015, which equates to 218 days.

3.28 At no time since January 1, 2012, did Respondent have a permit to store dangerous waste issued pursuant to WAC 173-303-800.

3.29 Therefore, Respondent violated WAC 173-303-800 by operating a storage facility without a permit.

COUNT 3: FAILURE TO PROMPTLY MAKE A DANGEROUS WASTE DESIGNATION

3.30 In accordance with WAC 173-303-070(1)(b), "Any person who generates a solid waste must determine if that waste is a dangerous waste by following the procedures set forth in [WAC 173-303-070(3)]."

3.31 Prior to February 5, 2015, Respondent accumulated at least five containers of expired chemical products at its facility. All of the containers were accumulated in lieu of disposal and, therefore, constituted solid waste under WAC 173-303-016(4).

3.32 Respondent failed to determine if the chemical products were dangerous waste prior to February 5, 2015, therefore, Respondent violated WAC 173-303-070(1)(b).

COUNT 4: IMPROPER MANAGEMENT OF UNIVERSAL WASTE LAMPS

3.33 On February 5, 2015, Respondent accumulated at least 15 fluorescent light tubes in an open top drum and three boxes containing fluorescent light tubes. The fluorescent light tubes were "lamps" as that term is defined in WAC 173-303-040.

3.34 Persons accumulating lamps must comply with the management requirements in WAC 173-303-573.

3.35 In accordance with WAC 173-303-573(9)(c)(i) and (ii), containers of lamps must be closed, structurally sound, compatible with the contents of the lamps, and must lack evidence of leakage, spillage, or damage that could cause leakage under reasonably foreseeable conditions.

3.36 On at least February 5, 2015, the open top drum containing the 15 fluorescent light tubes was not closed.

3.37 On at least February 5, 2015, one of the three boxes of fluorescent light tubes was not closed.

3.38 Therefore, Respondent violated WAC 173-303-573(9)(c)(i) and (ii).

3.39 In accordance with WAC 173-303-573(10)(c), containers of waste lamps must be labeled or marked clearly with any one of the following phrases: "Universal Waste Lamp(s)," or "Waste Lamp(s)," or "Used Lamp(s)."

3.40 On at least February 5, 2015, neither the drum nor the boxes were labeled with any of the phrases listed in WAC 173-303-573(10)(c).

3.41 Therefore, Respondent violated WAC 173-303-573(10)(c) on February 5, 2015.

COUNT 5: FAILURE TO PROPERLY COMPLETE A HAZARDOUS WASTE MANIFEST

3.42 On or around July 30, 2015, Respondent shipped offsite for disposal six 55 gallon drums of F006 Waste. The waste shipment was documented on Manifest numbered 008206765FLE.

3.43 In accordance with WAC 173-303-180, a generator who offers for transport a dangerous waste for disposal must prepare a hazardous waste manifest using EPA Form 8700-22 in accordance with the instructions for the forms, including the Appendix to 40 C.F.R. Part 262.

3.44 In accordance with the Appendix to 40 C.F.R. Part 262, the generator must enter waste codes in Item 13 on the Manifest "to describe each waste stream identified" on the Manifest and "which are most representative of the properties of the waste."

3.45 F006 is the Federal waste code most representative of the waste documented on Manifest numbered 008206765FLE.

3.46 Respondent did not designate on manifest numbered 008206765FLE that the six 55 gallon drums of waste water treatment sludges from electroplating operations were F006 waste.

3.47 Therefore, Respondent violated WAC 173-303-180 on or around July 30, 2015.

ENFORCEMENT AUTHORITY

3.48 Under Section 3008(a) of RCRA, 42 U.S.C. § 6928(a), and 40 C.F.R. Part 19, EPA may assess a civil penalty of not more than $37,500 per day of noncompliance for each violation of a requirement of Subtitle C of RCRA, issue an order requiring compliance, or both.

## IV. TERMS OF SETTLEMENT

4.1. Respondent admits the jurisdictional allegations of this Consent Agreement.

4.2. Respondent neither admits nor denies the specific factual allegations and legal conclusions contained in this Consent Agreement.

4.3. As required by Section 3008(a)(3) of RCRA, 42 U.S.C. § 6928(a)(3), EPA has taken into account the seriousness of the violations and any good faith efforts to comply with applicable requirements. After considering these factors, EPA has determined and Respondent agrees that an appropriate penalty to settle this action is $19,145 (the "Assessed Penalty").

4.4. Respondent agrees to pay the Assessed Penalty within 30 days of the effective date of the Final Order, and to undertake the actions specified in this Consent Agreement.

4.5. Payments under this Consent Agreement and the Final Order may be paid by check (mail or overnight delivery), wire transfer, ACH, or online payment. Payment instructions are available at: http://www2.epa.gov/financial/makepayment. Payments made by a cashier's

check or certified check must be payable to the order of "Treasurer, United States of America" and delivered to the following address:

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

Respondent must note on the check the title and docket number of this action.

4.6. Concurrently with payment, Respondent must serve photocopies of the check, or proof of other payment method, described in Paragraph 4.5 on the Regional Hearing Clerk and EPA Region 10 at the following addresses:

Regional Hearing Clerk
U.S. Environmental Protection Agency
Region 10, Mail Stop ORC-113
1200 Sixth Avenue, Suite 900
Seattle, Washington 98101
Luna.teresa@epa.gov

Jack Boller
U.S. Environmental Protection Agency
Region 10, Mail Stop AWT-150
1200 Sixth Avenue, Suite 900
Seattle, Washington 98101
Boller.Jack@epa.gov

4.7. If Respondent fails to pay any portion of the Assessed Penalty in full by its due date, the entire unpaid balance of the Assessed Penalty and accrued interest shall become immediately due and owing. If such a failure to pay occurs, Respondent may be subject to a civil action to collect any unpaid penalties, together with interest, handling charges, and nonpayment penalties, as set forth below. In any collection action, the validity, amount, and appropriateness of the Assessed Penalty shall not be subject to review.

4.8. If Respondent fails to pay any portion of the Assessed Penalty by this Consent Agreement and the Final Order in full by its due date, Respondent shall also be responsible for payment of the following amounts:

4.8.1. Interest. Pursuant to 31 U.S.C. § 3717(a)(1), any unpaid portion of the Assessed Penalty shall bear interest at the rate established by the Secretary of the Treasury from the effective date of the Final Order attached hereto, provided, however, that no interest shall be payable on any portion of the Assessed Penalty that is paid within 30 days of the effective date of the Final Order attached hereto.

4.8.2. Handling Charge. Pursuant to 31 U.S.C. § 3717(e)(1), a monthly handling charge of $15 shall be paid if any portion of the Assessed Penalty is more than 30 days past due.

4.8.3. Nonpayment Penalty. Pursuant to 31 U.S.C. § 3717(e)(2), a nonpayment penalty of 6% per annum shall be paid on any portion of the Assessed Penalty that is more than 90 days past due, which nonpayment shall be calculated as of the date the underlying penalty first becomes past due.

4.9. Respondent agrees to implement a Supplemental Environmental Project ("SEP") consisting of installation and operation of a metal selective ion exchange and copper recycling system ("IX System") in accordance with all provisions described in the Consent Agreement and Attachment A.

4.10. Respondent's deadline to perform the SEP shall be excused or extended if such performance is prevented or delayed solely by events which constitute a Force Majeure event. A Force Majeure event is defined as any event arising from causes beyond the reasonable control of Respondent, including its employees, agents, consultants, and contractors, which could not be overcome by due diligence and which delays or prevents performance of a SEP within the specified time period. A Force Majeure event does not include, inter alia, increased cost of

performance, changed economic circumstances, changed labor relations, normal precipitation or climate events, changed circumstances arising out of the sale, lease, or other transfer or conveyance of title or ownership or possession of a site, or failure to obtain federal, state, or local permits.

4.11. Respondent certifies to the truth, accuracy, and completeness of all cost information provided to EPA in connection with EPA's approval of the SEP, and that Respondent in good faith estimates that the cost to implement the SEP, exclusive of internal labor costs, is $53,264.

4.12. Respondent also certifies that, as of the date of this Consent Agreement, Respondent is not required to perform or develop the SEP by any federal, state, or local law or regulation, nor is Respondent required to perform or develop the SEP by another agreement, under a grant, or as injunctive relief in any other case. Respondent further certifies: that it has not received, and is not presently negotiating to receive, credit in any other enforcement action for the SEP; 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 Consent Agreement; and that Respondent will not receive any reimbursement for any portion of the SEP from any other person or entity. For federal income tax purposes, Respondent agrees that it will neither capitalize in inventory or basis nor deduct any costs or expenditures incurred in performing the SEP.

4.13. Respondent hereby certifies that (1) it is not a party to any open federal financial assistance transaction that is funding or could fund the same activity as the SEP described in Paragraph 4.9.

4.14. Respondent shall submit a SEP Completion Report to EPA within 90 days after expiration of the three year minimum operating period of the IX System specified in Paragraph IV of Attachment A. The SEP Completion Report shall contain the following information:

4.14.1 A description of the SEP as implemented;

4.14.2 Certification that the SEP has been fully implemented pursuant to the provisions of this Consent Agreement and documentation providing evidence of the project's completion (including but not limited to photos, vendor invoices or receipts, correspondence) and documentation of all SEP expenditures;

4.14.3 A description of any problems encountered and the solutions thereto; and

4.14.4 A description of the environmental and public health benefits resulting from implementation of the SEP, including:

i. The average monthly concentrations of copper and nickel in the effluent;
ii. The mass of copper and nickel removed from the effluent by the IX System; and
iii. The total quantity of copper and nickel recycled.

4.15. Unless otherwise instructed in writing by EPA, Respondent shall submit all notices and reports related to the SEP as required by this Consent Agreement by first class mail, overnight mail, or hand delivery to:

Jack Boller
U.S. Environmental Protection Agency
Region 10, Mail Stop AWT-150
1200 Sixth Avenue, Suite 900
Seattle, Washington 98101

4.16. Respondent agrees that EPA may inspect the Facility at any time in order to confirm that the SEP is being undertaken in conformity with this Consent Agreement. Respondent agrees that EPA may inspect Respondent's records related to the SEP at any reasonable time in order to confirm that the SEP is being undertaken in conformity with the representations made herein.

4.17. Respondent shall maintain legible copies of documentation of the underlying data for documents or reports submitted to EPA pursuant to this Consent Agreement until the SEP Completion Report is accepted pursuant to Paragraph 4.18, and Respondent shall provide the documentation of any such underlying data to EPA within 15 days of a written request for such information. In all documents or reports including, without limitation, the SEP Completion Report submitted to EPA pursuant to this Consent Agreement, Respondent shall, by a corporate officer, sign and certify under penalty of law that the information contained in such a document or report is true, accurate, and not misleading by signing the following statement:

> "I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment."

4.18. Following receipt of the SEP Completion Report described in Paragraph 4.14, EPA will do one of the following: (i) accept the Report; (ii) reject the Report, notify Respondent, in writing, of deficiencies in the Report, and provide Respondent an additional 30 days in which to correct any deficiencies; or (iii) reject the Report and seek stipulated penalties in accordance with Paragraph 4.19.

4.19. If Respondent fails to satisfactorily complete the SEP as contemplated by this Consent Agreement and this failure was not caused solely by events which constitute a *Force Majeure* as defined by Paragraph 4.10, then stipulated penalties shall be due and payable by Respondent to EPA upon demand in accordance with Paragraphs 4.20-21. EPA may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due under this Consent Agreement. The determination of whether the SEP has been satisfactorily

completed and whether Respondent has made a good faith, timely effort to implement the SEP is reserved to the sole discretion of EPA.

4.20. If Respondent fails to satisfactorily complete the SEP required by this Consent Agreement, Respondent shall pay stipulated penalties, upon written demand from EPA, in the following amounts:

4.20.1. If Respondent fails to install the IX System by the date specified in Attachment A, then for each day the installation is late the Respondent shall pay the following per day penalties up to a maximum of $54,000 in the aggregate:

| Period of Noncompliance | Penalty Per Day |
|---|---|
| 1 – 29 days late | $50 |
| 30 – 59 days late | $100 |
| 60 – 89 days late | $200 |
| Greater than or equal to 90 days late | $400 |

4.20.2. If Respondent fails to perform an initial or follow-up test of the IX System by the date specified in Attachment A, then for each day the testing is not completed, Respondent shall pay $100, up to a maximum of $6,000 in the aggregate.

4.20.3. If Respondent fails to operate the IX System according to the performance standard specified in Attachment A or for the duration specified in Attachment A, unless such failure is excused for events that constitute a Force Majeure, then for each day Respondent fails to meet the performance standard or operate the system, Respondent shall pay the following per day penalties up to a maximum of $36,000 in the aggregate:

| Period of Noncompliance | Penalty Per Day |
|---|---|
| 1 – 29 days | $25 |
| 30 – 59 days | $50 |
| 60 – 89 days | $100 |
| Greater than or equal to 90 days | $200 |

4.20.4. Notwithstanding paragraph 4.20.c, above, if the IX System fails to meet the performance standard specified in Attachment A, but Complainant determines that Respondent: (i) made good faith and timely efforts to meet the performance standard; and (ii) Respondent certifies, with supporting documentation, that Respondent expended at least 90 percent of the amount of money stated in paragraph 4.11 on the IX System, Respondent shall not be liable for any stipulated penalty related to the operation and/or testing of the IX System.

4.20.5. If Respondent fails to submit any testing or monitoring report required by Attachment A by the applicable due date or the SEP Completion Report by the due date specified in paragraph 4.14, then for each day the report is late, Respondent shall pay $100, up to a maximum of $6,000 in the aggregate.

4.21. Respondent shall pay stipulated penalties within 15 days of receipt of a written demand by EPA for such penalties. Payment shall be in accordance with the provisions of Paragraphs 4.19 and 4.20. Interest and late charges shall be paid as stated in Paragraphs 4.7 and 4.8. Total stipulated penalties imposed under paragraph 4.20 shall not exceed $54,000.

4.22. Any public statement, oral or written, in print, film, or other media, made by Respondent making reference to the SEP from the date of the execution of this Consent Agreement shall include the following language:

> "This project was undertaken in connection with the settlement of an administrative enforcement action taken by the U.S. Environmental Protection Agency under the Resource Conservation and Recovery Act."

4.23. This Consent Agreement shall not relieve Respondent of its obligation to comply with all applicable provisions of federal, state or local law, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state or local permit, nor shall it be construed to constitute EPA approval of the equipment or technology installed by Respondent in connection with the SEP undertaken pursuant to this Consent Agreement.

4.24. Under Section 3008(c) of RCRA, 42 U.S.C. § 6928(c), failure to take corrective action within the time specified in this Consent Agreement may subject Respondent to additional civil penalties for each day of continued noncompliance.

4.25. Based on the findings contained in this Consent Agreement, Respondent is also ordered to comply with the following requirements pursuant to Section 3008(a) of RCRA, 42 U.S.C. § 6928(a).

4.25.1. Respondent shall not generate, accumulate, store, nor treat dangerous waste at the Facility unless Respondent either obtains a permit to operate a dangerous waste management facility pursuant to WAC 173-303-800 or complies with the generator requirements in WAC 173-303-170(3). If Respondent elects to comply with WAC 173-303-170(3), then Respondent must ensure that all containers holding dangerous waste are properly identified in accordance with WAC 173-303-630(3) and are always closed, except when it is necessary to add or remove waste, in accordance with WAC 173-303-630(5)(a).

4.25.2. For each solid waste Respondent generates from the flexible circuit board manufacturing process at the Facility, Respondent shall determine if that solid waste is a dangerous waste in accordance with the method provided in WAC 173-303-070.

4.25.3. Respondent shall ensure that its storage of universal waste lamps complies with WAC 173-303-573, including adequate labeling required by WAC 173-303-573(10)(c) and packaging required by WAC 173-303-573(9)(c).

4.25.4. In accordance with WAC 173-303-180, Respondent shall include the F006 waste code in Item 13 on any hazardous waste manifest documenting and/or accompanying a shipment of F006 waste from the Facility to a treatment, storage, or disposal facility.

4.26. The Assessed Penalty, including any additional costs incurred under Paragraphs 4.8, 4.19-21, and 4.24, represents an administrative civil penalty assessed by EPA and shall not be deductible for purposes of federal taxes.

4.27. The undersigned representative of Respondent certifies that he or she is authorized to enter into the terms and conditions of this Consent Agreement and to bind Respondent to this document.

4.28. Except as described in Paragraphs 4.8 and 4.24, each party shall bear its own costs and attorneys' fees in bringing or defending this action.

4.29. For the purposes of this proceeding, Respondent expressly waives any right to contest the allegations contained in this Consent Agreement and to appeal the Final Order.

4.30. Respondent waives any and all remedies, claims for relief and otherwise available rights to judicial or administrative review that Respondent may have with respect to any issue of fact or law set forth in this Consent Agreement and the Final Order, including any right of judicial review under Chapter 7 of the Administrative Procedure Act, 5 U.S.C. §§ 701-706.

4.31. The provisions of this Consent Agreement and the Final Order shall bind Respondent and its agents, servants, employees, successors, and assigns.

4.32. Respondent consents to the issuance of any specified compliance or corrective action order, to any conditions specified in this consent agreement, and to any stated permit action.

4.33. The above provisions are STIPULATED AND AGREED upon by Respondent and EPA Region 10.

DATED: June 14, 2016

FOR RESPONDENT:

Paul Henwood

PAUL HENWOOD, President & CEO
MicroConnex Corporation

DATED: 6/28/2016

FOR COMPLAINANT:

EDWARD J. KOWALSKI, Director
Office of Compliance and Enforcement
EPA Region 10

BEFORE THE
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

| | | |
|---|---|---|
| In the Matter of: | ) | DOCKET NO. RCRA-10-2016-0103 |
| MICROCONNEX CORPORATION | ) | **FINAL ORDER** |
| Snoqualmie, Washington | ) | |
| Respondent. | ) | |

1.1. The Administrator has delegated the authority to issue this Final Order to the Regional Administrator of EPA Region 10, who has redelegated this authority to the Regional Judicial Officer in EPA Region 10.

1.2. The terms of the foregoing Consent Agreement are ratified and incorporated by reference into this Final Order. Respondent is ordered to comply with the terms of settlement.

1.3. The Consent Agreement and this Final Order constitute a settlement by EPA of all claims for civil penalties under RCRA for the violations alleged in Part III of the Consent Agreement. In accordance with 40 C.F.R. § 22.31(a), nothing in this Final Order shall affect the right of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law. This Consent Agreement and Final Order resolves only those causes of action alleged in Part III above. This Final Order does not waive,

extinguish, or otherwise affect Respondent's obligations to comply with all applicable provisions of RCRA and regulations promulgated or permits issued thereunder.

1.4. This Final Order shall become effective upon filing with the Regional Hearing Clerk.

SO ORDERED this 30th day of June, 2016.

M. SOCORRO RODRIGUEZ
Regional Judicial Officer
EPA Region 10

Certificate of Service

The undersigned certifies that the original of the attached **CONSENT AGREEMENT AND FINAL ORDER, In the Matter of: MicroConnex Corporation, Docket No.: RCRA-10-2016-0103**, was filed with the Regional Hearing Clerk and served on the addressees in the following manner on the date specified below:

The undersigned certifies that a true and correct copy of the document was delivered to:

Brett S. Dugan, Assistant Regional Counsel
U.S. Environmental Protection Agency
Region 10, Mail Stop ORC-113
1200 Sixth Avenue, Suite 900
Seattle, Washington 98101

Further, the undersigned certifies that a true and correct copy of the aforementioned document was placed in the United States mail certified/return receipt to:

Paul Henwood
President & CEO
MicroConnex Corporation
34935 SE Douglas Street
Snoqualmie, Washington

Douglas Morrison, Esq.
Environmental Law Northwest
P.O. Box 6786
Bellevue, Washington 98008

DATED this 2 day of July, 2016.

TERESA LUNA
Regional Hearing Clerk
EPA Region 10

## ATTACHMENT A: SUPPLEMENTAL ENVIRONMENTAL PROJECT ("SEP")

IN THE MATTER OF: MicroConnex Corporation
Snoqualmie, Washington
EPA DOCKET NO.: RCRA-10-2016-0103
Consent Agreement and Final Order

In accordance with Paragraph 4.9 of the above captioned Consent Agreement and Final Order ("CAFO"), MicroConnex Corporation ("Respondent") shall implement a supplemental environmental project consisting of installation, testing, and operation of a Metal Selective Ion Exchange and Copper Recycle System ("IX System") at its facility located at 34935 SE Douglas Street, Suite 110, Snoqualmie, Washington 98065 (the "Facility"). The installation, testing, and operation of the IX System shall be collectively referred to as the "Project."

I. Installation

Within 120 days of the effective date of the CAFO, Respondent shall install the IX System. The IX System shall be incorporated into Respondent's metal bearing rinse water treatment system. The Project shall consist of the following components:

a. A rinse water filter column consisting of a bed of ion exchange beads. The beads must preferentially bond with copper and nickel.
b. A pump and filter skid designed to convey rinse water into and out of the IX System.
c. An electro-winn cell designed to remove the copper and nickel from the ion exchange beads, such that the copper and nickel can be recycled.

II. Standard of Performance

The IX System must be designed and operated such that the effluent concentration of copper and nickel in the waste water discharge is less than or equal to 0.05 mg/L, determined based on the testing method required in Section III of this Attachment.

III. Testing

*1. Initial Testing*

Within 30 days of the final installation of the IX System, Respondent shall test the IX System to ensure that it meets the standard of performance specified above. The testing method shall conform to the method(s) specified by the relevant publically owned treatment works ("POTW") discharge permit issued by the State of Washington Department of Ecology ("DOE"). Testing shall be conducted under conditions representative of average daily flow. Respondent shall document the testing in a testing report that includes:

a. When the testing occurred

b. Who conducted the testing
c. The results of testing, including the effluent concentration of copper and nickel expressed in mg/L or µg/L.

2. *Follow-Up Testing*

If the initial testing indicates that the IX System does not meet the performance standard specified above, then within 45 days of receiving the initial testing results, Respondent shall make adjustments and/or modifications to the IX System intended to achieve the performance standards and perform follow-up testing. Follow-up testing shall be performed under the same parameters as the initial testing. Respondent shall document the follow-up testing in a testing report that includes the same information required for the initial testing report.

Respondent shall submit the initial test report within 60 days of completing the initial testing. If applicable, Respondent shall submit the follow-up test report within 60 days of completing the follow-up testing. Testing reports shall be submitted via electronic mail to Jack Boller at boller.jack@epa.gov.

## IV. Operation

Respondent shall operate the IX System for at least three years after the initial testing of the IX System or follow-up testing of the IX System, whichever is later. All metal bearing rinse water generated by Respondent's circuit board manufacturing process at its Facility that is discharged to a POTW shall be treated using the IX System. This requirement shall be excused only for events that constitute a force majeure, as that term is defined in paragraph 4.10 of the CAFO.

After the IX System is installed, Respondent must obtain written approval from EPA prior to disposing of any copper or nickel in a landfill that was removed from the rinse water by the IX System. Respondent's request must be made at least 14 days prior to disposing of copper or nickel. Respondent's request shall be via electronic mail to boller.jack@epa.gov.

## V. Notifications

Respondent shall make notifications according to the following table:

| **Event** | **Deadline for Notification** |
|---|---|
| Final installation of the IX System | Within 7 days after final installation of the IX System. |
| Initial testing of the IX System | Within 7 days after performing the initial testing of the IX System. |
| Follow-up Testing of the IX System (if applicable) | Within 7 days after performing the follow-up testing of the IX System. |

Notification shall be via electronic mail to Jack Boller at boller.jack@epa.gov.

VI. Monitoring Reports

For three years after the initial testing of the IX System or follow-up testing of the IX System, whichever is later, Respondent shall submit copies of all discharge monitoring reports required by the relevant POTW discharge permit issued by DOE. The discharge monitoring reports shall be sent to EPA concurrently with DOE.

Monitoring reports shall be submitted via electronic mail to Jack Boller at boller.jack@epa.gov.



**U.S. Environmental Protection Agency**
**1200 Sixth Avenue, Suite 900, ORC-113**
**Seattle, Washington 98101**
**(206) 553-1037**

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 10
1200 Sixth Avenue, Suite 900
Seattle, Washington 98101-3140

JUN 27 2016

OFFICE OF
COMPLIANCE AND ENFORCEMENT

Reply to: OCE-101

**Certified Mail Number - Return Receipt Requested**

Mr. Darin Rice
Manager
Hazardous Waste and Toxics Reduction Program
Washington Department of Ecology
P.O. Box 47600
Olympia, Washington 98504-7600

Re: Notice Pursuant to Section 3008(a)(2) of the Resource Conservation and Recovery Act
MicroConnex Corporation
EPA ID Number: WAH000010124

Dear Mr. Rice:

The purpose of this letter is to notify the Washington Department of Ecology pursuant to Section 3008(a)(2) of the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6928(a)(2), that the U.S. Environmental Protection Agency (EPA) intends to enter into a Consent Agreement and Final Order with MicroConnex Corporation, Snoqualmie, Washington. The Agreement alleges violations of Washington's RCRA authorized dangerous waste regulations, including treatment and storage of hazardous waste without a permit, manifesting, failure to make a hazardous waste determination, and universal waste requirements, and assesses a civil penalty of $19,145. As a condition of settlement, MicroConnex Corporation will also implement a Supplemental Environmental Project consisting of the installation of an ion-exchange system to capture metals from wastewater generated by manufacturing flexible circuit boards. These violations were identified by EPA and the Department of Ecology during a joint Compliance Evaluation Inspection conducted on February 5, 2015.

You will be provided with a copy of the Consent Agreement and Final Order once it is filed. If you have any questions, please contact Jack Boller of my staff at 206-553-2953 or boller.jack@epa.gov.

Sincerely,

Edward J. Kowalski
Director

cc by email: Raman Iyer
Washington Department of Ecology