

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2

In the Matter of:

Medin Technologies, Inc.,

Respondent.

Proceeding under Section 3008 of the Solid
Waste Disposal Act, as amended

CONSENT AGREEMENT AND FINAL ORDER

Docket No. RCRA-02-2024-7106

PRELIMINARY STATEMENT

This is a civil administrative enforcement proceeding instituted pursuant to Section 3008 of the Solid Waste Disposal Act, as amended by various statutes including the Resource Conservation and Recovery Act and the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. §§ 6901 *et seq.* (referred to collectively as the “Act” or “RCRA”).

The United States Environmental Protection Agency (“EPA”) has promulgated regulations governing the handling and management of hazardous waste at Title 40 of the Code of Federal Regulations (“C.F.R.”) Parts 260-273 and 279. Section 3006(b) of the Act, 42 U.S.C. § 6926(b), provides that EPA’s Administrator may, if certain criteria are met, authorize a state to operate a hazardous waste program (within the meaning of Section 3006 of the Act, 42 U.S.C. § 6926) in lieu of the regulations comprising the federal hazardous waste program (the Federal Program). The State of New Jersey has been authorized by EPA to conduct a hazardous waste program.

Pursuant to 40 C.F.R. § 22.13(b), where the parties agree to settlement of one or more causes of action before the filing of an administrative complaint, a proceeding may be simultaneously commenced and concluded by the issuance of a Consent Agreement and Final Order (“CA/FO”) pursuant to 40 C.F.R. §§ 22.18(b)(2) and (3). This administrative proceeding constitutes one that is simultaneously being commenced and concluded pursuant to said provisions.

EPA has given notice of this action to the State of New Jersey.

EPA’S FINDINGS OF FACT AND CONCLUSIONS OF LAW

Respondent

1. Respondent is Medin Technologies, Inc. d/b/a Velocity Medtech (“Medin”), a for-profit corporation organized pursuant to the laws of the State of Delaware.
2. Respondent has been the owner and/or operator of a facility located at 11 Jackson Road, Totowa, New Jersey 07512 (the “Facility”) since at least 2022.
3. Respondent is a “person” as that term is defined in Section 1004 (15) of RCRA, 42 U.S.C. § 6903(15).
4. Respondent is an “owner” and/or “operator” of the Facility as those terms are defined in 40 C.F.R. § 260.10 as incorporated by reference in N.J.A.C. 7:26G-4.1(a).

Respondent’s Generation and Management of Hazardous Waste

5. Respondent is the owner and/or operator of a manufacturing facility that produces aluminum and stainless-steel trays for hospitals and other consumers.
6. Respondent, in carrying out its manufacturing activities and in the course of conducting normal building maintenance operations, has been generating, and continues to generate, “solid waste,” as defined in 40 C.F.R. § 261.2 as incorporated by reference in N.J.A.C. 7:26G-5.1(a), at the Facility.
7. Respondent, in carrying out its manufacturing activities and in the course of normal building maintenance, has been generating, and continues to generate, “hazardous waste,” as defined in 40 C.F.R. § 261.3 as incorporated by reference in N.J.A.C. 7:26G-5.1(a), at its facility.
8. Respondent has been generating 1000 kilograms or more of non-acute hazardous waste in a calendar month and as a result is a large quantity generator of hazardous waste.

EPA Inspection and Summary of Conditions at the Facility

9. On or about August 11, 2022, duly designated representatives of EPA conducted an inspection of the Facility, pursuant to Section 3007 of RCRA, 42 U.S.C. § 6927, to determine Respondent’s compliance with Subtitle C of RCRA and its implementing regulations, including New Jersey’s authorized hazardous waste regulations (the “2022 Inspection”).

10. Prior to and at the time of the 2022 Inspection, hazardous waste was on the unlined concrete floor near the Facility's anodization area and the J-Press hazardous waste trough.

11. Prior to and at the time of the 2022 Inspection, a large portion of the anodization area was covered with a white powder build up, yellow-green colored overflow collected near the sulfuric baths, and several structural materials showed signs of degradation and corrosion.

12. Prior to and at the time of the 2022 Inspection, the Facility had a container in the Quality Lab labeled hazardous waste with waste codes D001 and D003 with a start date of October 17, 2019, indicating when hazardous waste commenced being stored in the container.

13. Prior to and at the time of the 2022 Inspection, the J-Press trough was used to store hazardous waste but was not labeled as such and remained open when not in use.

14. Prior to and at the time of the 2022 Inspection, the container storage area did not have a fire extinguisher.

15. Prior to and at the time of the 2022 Inspection, the Facility failed to make arrangements with local authorities and hospitals to familiarize them with the hazardous waste handled at the facility and the types of injuries or illness which could result from facility operations.

16. Prior to and at the time of the 2022 Inspection, the Facility did not provide or document that it had provided required training for Facility personnel.

17. Prior to and at the time of the 2022 Inspection, Respondent did not have a hazardous waste permit and failed to meet the conditions necessary to accumulate hazardous waste without having obtained a permit or qualifying for interim status.

Information Request, NOV, and Responses

18. On or about October 27, 2022, EPA sent Respondent a combined Notice of Violation and Request for Information ("NOV-IRL").

19. The NOV-IRL was issued pursuant to Sections 3007 and 3008 of RCRA, 42 U.S.C. §§ 6927-6928, and informed Respondent that EPA had identified potential RCRA violations at the Facility and requested that Respondent provide a description and documentation of the actions it had taken to correct the violations identified. The NOV-IRL also sought information and documentation relating to Respondent's generation and management of hazardous waste at the Facility.

20. On or about December 9, 2022, Respondent submitted its response to the NOV-IRL ("NOV-IRL Response").

21. On or about August 30, 2023, EPA issued a Notice of Potential Violations and Opportunity to Confer letter to Respondent.

22. Since August 2023, EPA and Respondent have had several informal settlement conferences, telephone calls, and email exchanges. The Parties agreed to settle this matter as provided herein.

CONSENT AGREEMENT

Pursuant to Section 3008 of RCRA, 42 U.S.C. § 6928, and 40 C.F.R. § 22.18 of the Consolidated Rules of Practice, it is hereby agreed by and between the parties hereto, and voluntarily and knowingly accepted by Respondent, that Respondent, for purposes of this Consent Agreement and in the interest of settling this matter expeditiously without the time, expense or uncertainty of a formal adjudicatory hearing on the merits: (a) admits the jurisdictional basis for EPA prosecuting this case; (b) neither admits nor denies EPA's Findings of Fact and Conclusions of Law; (c) consents to the assessment of the civil penalty as set forth below; (d) consents to the issuance of the Final Order incorporating all the provisions of this Consent Agreement; and waives its right to contest or appeal that Final Order.

Pursuant to 40 C.F.R. § 22.31(b), the executed Consent Agreement and accompanying Final Order shall become effective and binding when filed with the EPA Region 2 Regional Hearing Clerk (such date henceforth referred to as the "Filing Date").

Based upon the foregoing, and pursuant to Section 3008 of RCRA, 42 U.S.C. § 6928, and 40 C.F.R. § 22.18, Respondent voluntarily and knowingly agrees to, and shall comply with, the following terms:

1. Respondent shall hereinafter comply with RCRA and all applicable federally authorized New Jersey hazardous waste regulations relating to the generation, storage, and management of hazardous waste at the Facility, including the New Jersey Administrative Code regulations incorporate by reference the following federal rules, which require Respondent to:
 - a. Maintain and operate the Facility to minimize the possibility of fire, explosion, or any unplanned sudden or non-sudden release of hazardous waste or hazardous waste constituents to air, soil, or surface water which could threaten human health or the environment, in accordance with 40 C.F.R. § 262.251 and 40 C.F.R. 265.31;
 - b. Meet hazardous waste storage requirements, in accordance with 42 U.S.C. § 6925 and 40 C.F.R. § 262.34(a) and § 265.173(a);
 - c. Test and maintain all communications or alarm systems, fire protection equipment, spill control equipment, and decontamination equipment, where

required, to assure proper operation in time of emergency, in accordance with 40 C.F.R. § 265.33;

- d. Make arrangements to familiarize police, fire departments, and emergency response teams with the layout of the facility, the properties of hazardous waste handled at the facility and associated hazards, places where facility personnel would normally be working, entrances to roads inside the facility, and possible evacuation routes, in accordance with 40 C.F.R. § 265.37(a)(1);
- e. Make arrangements to familiarize local hospitals with the properties of hazardous waste handled at the facility and the types of injuries or illnesses which could result from fires, explosions, or releases at the facility in accordance with 40 C.F.R. § 265.37(a)(4); and
- f. Provide Facility personnel with classroom instruction or on-the-job training that teaches them to perform their duties and maintain records of such instruction, in accordance with 40 C.F.R. § 265.16(a)(1).

2. Respondent hereby certifies that, as of the date of its signature of this Consent Agreement and to the best of its knowledge and belief, it is in compliance at the Facility with applicable RCRA requirements, especially but not limited to the requirements referenced in EPA's Findings of Facts and Conclusions of Law of this CA/FO and set out in the prior paragraph.

3. This CA/FO is not intended, and shall not be construed, to waive, extinguish, or otherwise affect Respondent's obligation to comply with all applicable federal, state, and local laws and regulations relating to any generation, management, treatment, storage, transport or offering for transport, or disposal of hazardous waste by Respondent.

4. Respondent agrees to pay a civil penalty in the amount of **One Hundred Sixteen Thousand and One Hundred Dollars (\$116,100)** ("Assessed Penalty"). Respondent certifies that it submitted a signed statement attesting to its current financial condition and articulating a basis for its inability to pay the Assessed Penalty within thirty (30) days of the date the Filing Date. See Attachment A. Respondent further certifies, under penalty of law, that the financial information submitted to EPA is true, accurate, and complete based upon direct knowledge or inquiry of the individuals directly responsible for gathering the information, and that those individuals are aware that there are significant penalties for submitting false statements or certifications to EPA. EPA reviewed Respondent's signed statement of Medin's current financial condition and determined that payment of the Assessed Penalty according to the schedule set forth below is an appropriate way to settle this action. Respondent consents to pay as follows:

- a. The Assessed Penalty will be paid in six (6) equal installments to complete payment of the entire Assessed Penalty and interest, which is set at the IRS standard underpayment rate. Including the Assessed Penalty and interest, the total amount that will be paid upon completion of all payments will be **One**

Hundred Eighteen Thousand and Six Hundred and Eighty Dollars (\$118,680).

The first payment is due within thirty (30) days the Filing Date. Respondent's subsequent payments shall thereafter be due in 30-day intervals from the Filing Date.

b. Respondent shall make payments in accordance with the following schedule:

Payment	Payment shall be made no later than	Principal Amount	Interest Amount	Total Payment Amount
1	30 days after the Filing Date	\$19,350.00	\$0.00	\$19,350.00
2	60 days after the Filing Date	\$19,350.00	\$1,290.00	\$20,640.00
3	90 days after the Filing Date	\$19,350.00	\$516.00	\$19,866.00
4	120 days after the Filing Date	\$19,350.00	\$387.00	\$19,737.00
5	150 days after the Filing Date	\$19,350.00	\$258.00	\$19,608.00
6	180 days after the Filing Date	\$19,350.00	\$129.00	\$19,479.00

c. Notwithstanding Respondent's agreement to pay the Assessed Penalty in accordance with the installment schedule set forth above, Respondent may pay the entire Assessed Penalty of \$116,100 within thirty (30) days of the Filing Date and thereby avoid the payment of interest pursuant to 40 C.F.R. § 13.11(a). In addition, Respondent may, at any time after commencement of payments under the installment schedule, elect to pay the entire principal balance remaining, together with any interest and other charges accrued up to the date of such full payment.

5. Respondent shall pay the Assessed Penalty and any interest, fees, and other charges due using any method, or combination of appropriate methods, as provided on the EPA website: <https://www.epa.gov/financial/makepayment>. For additional instructions see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>.

6. When making a payment, Respondent shall:

a. Identify the payment with Respondent's name and the docket number of this Consent Agreement, RCRA-02-2024-7106.

b. Concurrently with any payment or within twenty-four (24) hours of any payment, Respondent shall serve proof of such payment by email to the following persons:

Karen Maples
Regional Hearing Clerk
U.S. Environmental Protection Agency- Region 2
290 Broadway, 17th Floor
New York, New York 10007-1866
Maples.Karen@epa.gov

U.S. Environmental Protection Agency
Cincinnati Finance Center
CINWD_AcctsReceivable@epa.gov

William Chernes, Compliance Officer
Enforcement & Compliance Assurance Division
Chernes.William@epa.gov

and

Lauren Charney, Assistant Regional Counsel
Office of Regional Counsel
Charney.Lauren@epa.gov

“Proof of payment” means, as applicable, a copy of the check, confirmation of credit card or debit card payment, or confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to EPA requirements, in the amount due, and identified with the appropriate docket number and Respondent’s name.

7. Interest, Charges, and Penalties on Late Payments. Pursuant to 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to make any payment in accordance with the schedule set forth above and the terms of this Agreement, the entire unpaid balance of the Assessed Penalty and all accrued interest shall become immediately due and owing, and EPA is authorized to recover the following amounts:

- a. Interest. Interest begins to accrue from the Filing Date. If the Assessed Penalty is paid in full within thirty (30) days, interest accrued is waived. If the Assessed Penalty is not paid in full within thirty (30) days, interest will continue to accrue until any unpaid portion of the Assessed Penalty as well as any interest, penalties, and other charges are paid in full. To protect the interests of the United States, the rate of interest is set at the IRS standard underpayment rate, as any lower rate would fail to provide Respondent adequate incentive for timely payment.
- b. Handling Charges. Respondent will be assessed a monthly charge to cover EPA’s cost of processing and handling overdue debts. If Respondent fails to pay an

installment payment in accordance with the schedule set forth above, EPA will assess a charge to cover the costs of handling any unpaid amounts. Additional handling charges will be assessed for each subsequent thirty (30) days, or any portion thereof, until the unpaid portion of the Assessed Penalty, as well as any accrued interest, penalties, and other charges are paid in full.

- c. Late Payment Penalty. A late payment penalty of six percent (6%) per annum, will be assessed monthly on all debts, including any unpaid portion of the Assessed Penalty, interest, penalties, and other charges, that remain delinquent more than ninety (90) days.

8. Late Penalty Actions. In addition to the amounts described in the prior Paragraph, if Respondent fails to timely pay any portion of the Assessed Penalty, interest, or other charges and penalties per this Consent Agreement, EPA may take additional actions. Such actions EPA may take include, but are not limited to, the following.

- a. Refer the debt to a credit reporting agency or a collection agency, per 40 C.F.R. §§ 13.13 and 13.14.
- b. Collect the debt by administrative offset (i.e., the withholding of money payable by the United States government to, or held by the United States government for, a person to satisfy the debt the person owes the United States government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, per 40 C.F.R. Part 13, Subparts C and H.
- c. Suspend or revoke Respondent's licenses or other privileges, or suspend or disqualify Respondent from doing business with EPA or engaging in programs EPA sponsors or funds, per 40 C.F.R. § 13.17.
- d. Refer this matter to the United States Department of Justice for litigation and collection, per 40 C.F.R. § 13.33.

9. Allocation of Payments. Pursuant to 31 C.F.R. § 901.9(f) and 40 C.F.R. § 13.11(d), a partial payment of debt will be applied first to outstanding handling charges, second to late penalty charges, third to accrued interest, and last to the principal that is the outstanding Assessed Penalty amount.

10. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this Consent Agreement shall not be deductible for purposes of federal taxes.

11. Complainant shall email the Respondent representative designated in Paragraph 13 of this Consent Agreement below a copy of the fully executed CA/FO. Respondent consents to service of the CA/FO by email and consents to service upon it by an employee of EPA other than the Regional Hearing Clerk.

12. Except as the parties may agree otherwise in writing, all documentation and information required to be submitted by Respondent to EPA in accordance with the terms and conditions of this Consent Agreement shall be sent by email to:

William Chernes, Compliance Officer
Enforcement & Compliance Assurance Division
Chernes.William@epa.gov

and

Lauren Charney, Assistant Regional Counsel
Office of Regional Counsel
Charney.Lauren@epa.gov

13. Unless the above-named EPA contacts are later advised otherwise in writing, EPA shall send any future written communications related to this matter (including any correspondence related to payment of the penalty) to Respondent by email to the following address:

Christopher DeFiori, Chief Operating Officer
cdefiori@velocitymedtech.com

14. Full payment of the Assessed Penalty described in Paragraph 4 of this Consent Agreement, shall only resolve Respondent's liability for federal civil penalties for the violation(s) and facts described in paragraphs 9-17 in EPA's Findings of Fact and Conclusions of Law. Full payment of this penalty shall not in any case 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.

15. The provisions of this Consent Agreement shall be binding upon Respondent, and its successors or assigns.

16. Respondent waives its right to request or to seek any hearing in this matter including one on the terms and conditions set forth in the Consent Agreement and its accompanying Final Order and/or EPA's Findings of Fact and Conclusions of Law, above.

17. Nothing in this document is intended or construed to waive, prejudice, or otherwise affect the rights of EPA, or the United States, from pursuing any appropriate remedy, sanction or penalty prescribed by law against Respondent, if Respondent has made any material misrepresentations or has provided materially false information in any document submitted during this proceeding.

18. Each party hereto agrees to bear its own costs and attorney's fees in this matter.

19. The undersigned signatory for Respondent certifies that they are duly and fully authorized to enter into this Consent Agreement and all the terms and conditions set forth in this Consent Agreement.

20. EPA and Respondent agree that the parties may use electronic signatures for this matter.

In the Matter of Medin Technologies, Inc., Docket No.: RCRA 02-2024-7106

RESPONDENT:

BY: _____
(Signature)

NAME: _____
(Please Print)

TITLE: _____

COMPLAINANT:

Kathleen Anderson, Director
Enforcement and Compliance Assurance Division
Environmental Protection Agency - Region 2
290 Broadway, 21st Floor
New York, New York 10007-1866

FINAL ORDER

The Regional Administrator of the U.S. Environmental Protection Agency, Region 2, ratifies the foregoing Consent Agreement. The Consent Agreement, entered into by the Complainant and Respondent, is hereby approved, incorporated herein, and issued as an Order pursuant to Section 3008 of RCRA and 40 C.F.R. § 22.18(b)(3). The effective date of this Order shall be the date of filing with the Regional Hearing Clerk, U.S. EPA, Region 2, New York, New York.

Lisa F. Garcia
Regional Administrator
U.S. Environmental Protection Agency - Region 2
290 Broadway, 26th Floor
New York, New York 10007-1866

CERTIFICATE OF SERVICE

I certify that I have this day caused to be sent the foregoing fully executed CONSENT AGREEMENT and FINAL ORDER, bearing the above-referenced docket number, in the following manner to the respective addressees below:

Original and One Copy by EMAIL:

Karen Maples
Regional Hearing Clerk
U.S. Environmental Protection Agency- Region 2
290 Broadway, 17th Floor
New York, New York 10007-1866
Maples.Karen@epa.gov

Copy by EMAIL:

Christopher DeFiori, Chief Operating Officer
cdefiori@velocitymedtech.com

Signature: _____