UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Region 2

In the Matter of	**CONSENT AGREEMENT AND FINAL ORDER**
Supreme Asset Management and Recovery, Inc., a/k/a Supreme Asset Management, Inc.,	
Respondent.	Docket Number RCRA-02-2013-7101
Proceeding under Section 3008 of the Solid Waste Disposal Act, as amended.	

This administrative proceeding is being instituted pursuant to Section 3008(a) 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 ("HSWA"), 42 U.S.C. § 6928 (such statutes here 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 40 C.F.R. Parts 260-273 and 279.

Pursuant to Section 3006(b) of RCRA, 42 U.S.C. § 6926(b), "[a]ny State which seeks to administer and enforce a hazardous waste program pursuant to [Subchapter III, Hazardous Waste Management; 42 U.S.C. §§ 6921-6939e] may develop and...submit to the Administrator [of EPA] an application...for authorization of such program." If EPA then grants a State's request to operate such a hazardous waste program, Section 3006 further provides that "[s]uch State is authorized to carry out such program in lieu of the Federal program under this subchapter in such State and to issue and enforce permits for the storage, treatment, or disposal of hazardous waste...."

Pursuant to Section 3006(b) of the Act, 42 U.S.C. § 6926(b), the State of New Jersey was authorized by EPA in 1999 to conduct a hazardous waste program (the "authorized State program"). 64 *Fed. Reg.* 41823 (August 2, 1999). There were subsequent changes in the scope of the authorized State program as a result of EPA's authorization of New Jersey's regulations incorporating by reference changes to the federal program promulgated by EPA between July 2, 1993 and July 31, 1998. 67 *Fed. Reg.* 76995 (December 16, 2002). These changes became effective February 14, 2003. Prior to such date, the authorized State program incorporated by reference, with some minor modifications, the federal program at 40 C.F.R. Parts 124, 260-266,

268 and 270, as set forth in the 1993 edition of the Code of Federal Regulations. As of February 14, 2003, the authorized State program, with some minor modifications, essentially incorporated by reference the regulations in the 1998 edition of the same parts of Title 40 of the Code of Federal Regulations. *See* the New Jersey Register for New Jersey's authorized regulations constituting the original authorized State program. 28 *N.J.R.* 4606 (October 21, 1996). *See* 31 *N.J.R. 166* (January 19, 1999) for the New Jersey regulations authorized in 2003. New Jersey is not authorized for any HSWA regulations adopted by EPA after July 31, 1998.

EPA is authorized to enforce the provisions of the authorized State program and retains primary responsibility for requirements promulgated pursuant to HSWA since July 31, 1998. Complainant in this proceeding, the Director of the Division of Enforcement and Compliance Assistance ("Complainant") of EPA, Region 2, has been duly delegated the authority to institute this action.

Pursuant to Section 22.13 of the revised Consolidated Rules of Practice, 40 C.F.R. § 22.13(b), where parties agree to settlement of one or more causes of action before the filing of a Complaint, a proceeding may simultaneously be 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 40 C.F.R. Part 22, and this CA/FO is being issued pursuant thereto.

It has been agreed by and between the parties that settling this matter by entering into this CA/FO pursuant to 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) is an appropriate means of resolving the specified claim against Respondent without further litigation. To that end, the parties have met and held settlement discussions. No adjudicated findings of fact or conclusions of law, in either an administrative or judicial forum, have been made. The following constitute EPA's findings of fact and conclusions of law based on information of which Complainant was aware as of March 1, 2012, and the recitation below of such findings and conclusions is not intended, nor is it to be construed, as Respondent either admitting or denying such findings and conclusions.

EPA FINDINGS OF FACT

1. Respondent, Supreme Asset Management and Recovery, Inc., also known as Supreme Asset Management, Inc., a corporation organized pursuant to the laws of the State of New Jersey ("Respondent" or "Supreme"), is the operator of a commercial facility that recycles electronics, light bulbs and batteries, and said facility is located at 1950 Rutgers University Boulevard in Lakewood, New Jersey (hereinafter referred to as the "Supreme facility"). The Supreme facility is classified, under applicable New Jersey law, as a Class D Recycling — Universal Waste facility.

2. The Supreme facility was previously operated by Supreme Computer and Electronic Recyclers (hereinafter "SCER"), a corporation organized in 1998 pursuant to the laws of the State of New Jersey.

3. In October 2005, SCER requested an EPA Identification Number for hazardous waste activities (*i.e.* the generation of hazardous waste) it would be conducting at the Supreme facility, in response to which EPA provided SCER with EPA ID Number NJR000054783.

4. The State of New Jersey issued SCER a solid waste permit (bearing permit number CDG060001), dated and issued on August 2, 2006, to operate a solid waste and universal waste recycling facility at the Supreme facility, and New Jersey subsequently modified the permit, the latter dated and issued November 26, 2008, whereby Supreme became responsible for the operation of the Supreme facility. Neither said permit nor said modified permit permitted Respondent to treat, store or dispose of hazardous waste at the Supreme facility.

5. Respondent has never submitted to the State of New Jersey Part A or Part B of a RCRA hazardous waste permit application.

6. Respondent assumed operational responsibility for the Supreme facility and has assumed the obligations and liabilities resulting or arising from the operation of the Supreme facility for which SCER and/or Ecoglass Recycling, Inc. was or may have previously been responsible.

7. On April 26, 2011, a duly designated representative of EPA, pursuant to Section 3007 of the Act, 42 U.S.C. § 6927, conducted an inspection of the Supreme facility to determine SCER's and/or Respondent's compliance with RCRA and its implementing regulations in its operation of the Supreme facility.

8. Through at least December 31, 2011, Respondent, at the Supreme facility, has purchased and/or otherwise accepted, *inter alia*, spent and intact cathode ray tube (CRT) computer monitors and spent and intact televisions (the monitors of such computers and televisions, *i.e.* the video display component of such devices, contain lead).

9. Respondent, at the Supreme facility, crushed the glass components of spent and intact CRTs, and until July/August 2010, Respondent did not separate the funnel glass from the panel glass prior to crushing (hereinafter the term "crushed mixed glass" refers to such glass as Respondent had generated from the crushing of the unseparated glass of the spent CRTs at the Supreme facility).

10. In approximately July/August 2010, Respondent commenced separating panel glass and funnel glass from spent and intact CRTs and then crushed glass components of spent and intact CRTs.

11. Prior to January 1, 2010, Respondent had accumulated 1.385 million pounds of crushed mixed glass on-site (*i.e.* at the Supreme facility).

12. In 2010, Respondent sold (approximately) 180,000 lbs. of the aforementioned (¶ 11 of this section, above) crushed mixed glass.

13. Approximately 1.2 million pounds of the crushed mixed glass (previously referenced in ¶s 11 and 12, above) remained on-site (*i.e.* at the Supreme facility) as of December 31, 2010 (hereinafter this crushed mixed glass referred to as the "2009 glass").

14. In calendar year 2010, Respondent generated an additional (approximately) 4.6 million pounds of crushed mixed glass, which contained lead (hereinafter this crushed mixed glass referred to as the "2010 glass").

15. The 4.6 million pounds of the 2010 glass was on-site as of January 1, 2011, and it was still on-site as of December 31, 2011.

16. At the time of the April 2011 inspection, Respondent had approximately 5.8 million pounds of crushed mixed glass on-site.

17. As of August 2012, Respondent had approximately three million pounds of crushed mixed glass remaining on-site.

EPA CONCLUSIONS OF LAW

1. Respondent is a "person" within the meaning of Section 1004(15) of the Act, 42 U.S.C. § 6903(15), and 40 C.F.R. § 260.10 (incorporated by reference in N.J.A.C. 7:26G-4.1); hereinafter all New Jersey citations following 40 C.F.R. citations are intended to be understood to mean the former are "incorporated by reference in" the latter).

2. The Supreme facility is a "facility" as that term is defined in 40 C.F.R. § 260.10 (N.J.A.C. 7:26G-4.1).

3. Since at least June 2008, Respondent has been (and continues to be) the "operator" (as defined in 40 C.F.R. § 260.10 (1993) (N.J.A.C. 7:26G-4.1(a)) of the Supreme facility.

4. Pursuant to 40 C.F.R. § 261.1(c)(1) (N.J.A.C. 7:26G-5.1), for purposes of, *inter alia*, 40 C.F.R. § 261.2 (N.J.A.C. 7:26G-5.1), a spent material "is any material that has been used and as a result of contamination can no longer serve the purpose for which it was produced without processing."

5. Each of the 2009 glass and the 2010 glass consisted of spent material.

6. Each of the 2009 glass and the 2010 glass constituted a solid waste.

7. Respondent was the generator of the 2009 glass and of the 2010 glass.

8. In whole or in significant part, the 2009 glass constituted "hazardous waste" (as defined in Section 1004(5) of the RCRA, 42 U.S.C. § 6903(5) and in 40 C.F.R. § 261.3 [(N.J.A.C. 7:26G-5.1)].

9. In whole or in significant part, the 2010 glass constituted hazardous waste.

10. Pursuant to 40 C.F.R. § 262.11 (N.J.A.C. 7:26G-4.1), "A person who generates a solid waste, as defined in 40 CFR 261.2, must determine if that waste is a hazardous waste using" the method prescribed therein.

11. Respondent failed to determine (or to have a third-party determine on its behalf) if the 2009 glass and/or the 2010 glass constituted a hazardous waste.

12. The aforementioned (¶ 11 of this section, above) failure constituted a failure to comply with, and thus a violation of, 40 C.F.R. § 262.11 (N.J.A.C. 7:26G-4.1).

13. Forty C.F.R. § 262.11 (N.J.A.C. 7:26G-4.1) constitutes a requirement of Subchapter III of RCRA, 42 U.S.C. §§ 6921 - 6939e.

14. For any violation of 40 C.F.R. § 262.11 (N.J.A.C. 7:26G-4.1), Respondent is liable to the United States pursuant to Section 3008(a) of the RCRA, 42 U.S.C. § 6928(a).

AGREEMENT ON CONSENT

Based upon the foregoing, and pursuant to Section 3008 of RCRA, 42 U.S.C. § 6928, and 40 C.F.R. § 22.18 of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation or Suspension of Permits, 40 C.F.R. Part 22, it is hereby agreed by and between Complainant, and voluntarily 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 allegations set forth herein; (b) neither admits nor denies the non-jurisdictional allegations set forth herein; (c) neither admits nor denies the "EPA Findings of Fact" or "EPA Conclusions of Law" as set forth in this document; (d) consents to the assessment of the civil penalty as set forth below; (e) consents to the issuance of the Final Order accompanying this Consent Agreement; and (f) waives its right to seek or obtain judicial review of, or otherwise contest, said Final Order.

Pursuant to 40 C.F.R. § 22.31(b), the executed CA/FO shall become effective and binding when it is filed with the Regional Hearing Clerk of the United States Environmental Protection Agency, Region 2 (such date henceforth referred to as the "effective date").

It is further hereby agreed by and between Complainant and Respondent, and voluntarily accepted by Respondent, that there shall be compliance with the following terms and conditions:

1. Respondent shall pay a civil penalty to EPA in the amount of **FIVE THOUSAND ($5,000.00) DOLLARS,** to be paid in accordance with the terms and schedule set forth in paragraph 2, below. Payment in accordance with the provision set forth below shall be made by

cashier's check, certified check or by electronic fund transfer (EFT). If payment is made by cashier's check or by certified check, such check shall be made payable to the **"Treasurer, United States of America,"** and shall be identified with a notation thereon listing the following: ***In the Matter of Supreme Asset Management and Recovery, Inc., Docket Number RCRA-02-2013-7101***. The check making payment shall be mailed to the following address:

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

Alternatively, if Respondent chooses to make payment by EFT, Respondent shall then provide the following information to its remitter bank for said payments:

a. Amount of Payment

b. SWIFT address: **FRNYUS33, 33 Liberty Street, New York, New York 10045**

c. Account Code for Federal Reserve Bank of New York receiving payment: **68010727**

d. Federal Reserve Bank of New York ABA routing number: **021030004**

e. Field Tag 4200 of the Fedwire message should read: **D 68010727 Environmental Protection Agency**

f. Name of Respondent: **Supreme Asset Management and Recovery, Inc.**

g. Case docket number: **RCRA-02-2013-7101**

2. Payment shall be received (if made by check) or effected (if implemented by EFT) on or before forty-five (45) calendar days after the effective date of this CA/FO.

3. Whether Respondent makes payment by cashier's check, certified check or by the EFT method, Respondent shall within fifteen (15) days after submission of payment furnish reasonable proof that such payment has been made, and such proof shall be furnished to each of:

Lee A. Spielmann
Assistant Regional Counsel
Environmental Protection Agency, Region 2
290 Broadway, 16th floor
New York, New York 10007-1866
Karen Maples, Regional Hearing Clerk
Environmental Protection Agency, Region 2
290 Broadway, 16th floor
New York, New York 10007-1866

4. Failure to make payment in full within the time period set forth above may result in referral of this matter to the United States Department of Justice or the United States Department of the Treasury for collection.

5. Furthermore, if payment is not made on or before the date when such payment is due under the terms of this document, interest for such payment shall be assessed at the annual rate established by the Secretary of the Treasury pursuant to 31 U.S.C. § 3717, on the overdue amount from the date such payment was to have been made through the date such payment has been received. In addition, a late payment handling charge of $15.00 will be assessed for each thirty (30) calendar day period or any portion thereof for such payment, following the date payment was to have been made, in which payment of the amount remains in arrears. In addition, a 6% per annum penalty will be applied to any principal amount that has not been received by the EPA within ninety (90) days of the date for which payment was required hereto to have been made.

6. The civil penalty provided for in this section and any charge that accrues as a result of untimely payment of the civil penalty by Respondent constitute a penalty within the meaning of 26 U.S.C. § 162(f).

7. Respondent shall submit to EPA within 30 days of the effective date of this CA/FO a statement certifying that all of the 2009 glass has been removed from the Supreme facility and properly disposed of as a hazardous waste in accordance with applicable RCRA requirements by December 31, 2011. In providing such statement to EPA, Respondent shall include proper documentation attesting to such removal and proper disposal of the 2009 glass (including at a minimum the quantity of the crushed glass in pounds for each shipment, the name and address of the destination facility(ies) for each shipment, and the date of each shipment).

8. By no later than September 30, 2013, Respondent shall remove from the Supreme facility and dispose of as hazardous waste (*i.e.* properly ship to, and dispose of as hazardous waste) at an authorized treatment, storage and disposal (hereinafter, "TSD") facility all of the 2010 glass in accordance with applicable RCRA requirements.

9. To the extent not covered by paragraph 8 of this section, above, Respondent shall, with regard to any other crushed mixed glass that was located on the premises of the Supreme facility as of the date of the EPA inspection of April 26, 2011, remove from the Supreme facility and dispose at an authorized TSD facility any such crushed mixed glass by no later than September 30, 2013.

10. With regard to the materials described in paragraphs 8 and 9 of this section, above, for any shipment of such materials commenced or undertaken after the effective date of this CA/FO, Respondent shall submit to EPA copies of the hazardous waste manifests accompanying each such shipment, and Respondent shall submit such manifests on a quarterly basis but no later

than each of the following dates: January 15, 2013; April 15, 2013; July 31, 2013; and October 31, 2013.

11. Respondent shall submit to EPA statements certifying that all of the 2010 glass has been removed from the Supreme facility and disposed of in accordance with applicable RCRA requirements and the terms of this Consent Agreement. Such statements shall be submitted to EPA no later than October 31, 2013. In providing such statements to EPA, Respondent shall include proper documentation attesting to the extent to which the 2010 glass has been removed from the Supreme facility and disposed in accordance with applicable RCRA requirements (including at a minimum the quantity of the crushed glass in pounds for each shipment, the name and address of the destination facility(ies) for each shipment, and the date of each shipment).

12. Notwithstanding the provisions of paragraphs 8, 9, 10 and 11 of this section, above:

a) Respondent may dispose of panel glass or funnel glass that is free of and otherwise not contaminated with lead frit as a solid waste if Respondent (or a third-party acting on behalf of Respondent) determines such glass does not constitute a hazardous waste and complies with any State rules applicable to said panel/funnel glass. Such determination(s) may be made using generator knowledge or by analyses of said panel/funnel glass, provided, however, that Respondent maintain documentation of any such determination(s);

b) Respondent may dispose of or send off-site for recycling funnel glass and any panel glass retaining or otherwise contaminated with lead frit, provided, however, Respondent complies with applicable laws and maintains records of disposal/recycling of such glass, including the amounts shipped off-site for disposal/recycling; the names of the transporter(s); the names, addresses and contact information for the disposal facilities/recycler(s); the process by which any such glass is recycled; and related hazardous waste manifests, invoices, bills of lading or other documents attesting to shipment and receipt; and

c) Respondent may handle and manage mixed 2010 glass (*i.e.* mixed panel glass and funnel glass and any associated frit, derived from the 2010 glass) provided it complies with all applicable requirements.

13. Notwithstanding anything set forth in sub-paragraph "a," "b" or "c" of paragraph 12 of this section, above, Respondent shall handle and manage any such glass referenced in any such sub-paragraph as hazardous waste unless Respondent can demonstrate that is not a hazardous waste in accordance with the following:

a) In making a determination (or having such determination made by third party) whether such glass constitutes hazardous waste, Respondent (or such third-party) shall evaluate representative samples as defined in 40 C.F.R. § 260.10 and consistent with SW-846 (available at http://www.epa.gov/osw/hazard/testmethods/sw846/pdfs/chap9.pdf) and RCRA Waste Sampling Draft Technical Guidance (available at

http://www.epa.gov/osw/hazard/testmethods/sw846/pdfs/rwsdtg.pdf); and

b) Copies of any sampling methods, procedures and analytical results used or relied upon by Respondent in determining whether glass attached to or contaminated with frit is a hazardous waste shall be submitted by Respondent to EPA by e-mail or certified mail within 15 days of Respondent's receipt of such analytical results.

14. Respondent shall maintain for three years from the date of creation a copy of all of the aforementioned documentation pertaining to the transport, sampling, analysis, recycling and/or disposal of the materials referenced in paragraphs 7 through 13 of this section, above (hereinafter, such materials as defined herein will be referred to as "materials").

15. For any handling and managing of crushed mixed glass that takes place at the Supreme facility, Respondent shall ensure the following: **a)** no activity is performed that uses temperatures high enough to volatilize lead from the glass; **b)** sorting of such glass occurs in a building with a roof, floor and walls; **c)** the material is stored in closed containers constructed to contain the glass; and **d)** such containers are labeled clearly to identify the contents, *e.g.*, "Hazardous Waste Leaded Funnel Glass from Computer Monitors."

16. Commencing February 1, 2013 and every February 1st thereafter, for a period of four (4) years, Respondent shall submit to EPA a report on the materials as set forth below, and such report shall include:

a. A detailed description of each type of material (*e.g.*, panel glass, funnel glass, mixed panel and funnel glass, and CRTs) that is recycled, and an analysis regarding the feasibility of recycling including names of each recycler and its capacity for each type of material;

b. For the first report required hereunder, the quantity of each material Respondent had on-site (*i.e.* at the Supreme facility) from the effective date of this CA/FO until December 31, 2012, the additional quantity accumulated during the aforesaid period, the quantity of such material shipped off-site during the aforesaid period and the quantity on-site on January 1, 2013;

c. For the subsequent reports required hereunder, the quantity of each material Respondent had on-site (*i.e.* at the Supreme facility) on January 1st of the previous year, the additional quantity accumulated during the previous year, the

quantity of such material shipped off-site the previous year and the quantity on-site on January 1st of that year;[1] and

d. Proper documentation (*e.g.*, manifests and bills of lading) attesting to the acceptance of such material at the Supreme facility and also attesting to the off-site removal from the Supreme facility of any such material).

17. Respondent shall keep all reports required by paragraph 16 of this section, above, for at least three years after the year(s) following the date of preparation of any such report.

18. For solid waste generated at the Supreme facility, Respondent (or a third party acting on its behalf) shall conduct a hazardous waste determination in accordance with 40 C.F.R. § 262.11 (N.J.A.C. 7:26G-4.1).

19. Unless Respondent obtains a RCRA permit therefor, Respondent shall not treat, store or dispose of hazardous waste at the Supreme facility (except as provided in paragraphs 8 and 9 of this section, above, and except for the short-term accumulation of hazardous waste in compliance with applicable regulations).

20. For all statements, documents or reports Respondent submits to EPA pursuant to the terms and conditions of this consent agreement, Respondent shall, by an appropriate official sign and submit to EPA a certification under penalty of law that the information contained in such document, statement or report is true, accurate and correct by signing the following statement:

I certify that, to the best of my knowledge and belief, the information contained in or accompanying this document is true, accurate, and complete. In making this statement, I have relied in good faith on information furnished to me by employees or contractors of Supreme Asset Management and Recovery, Inc., a/k/a Supreme Asset Management, Inc., and/or upon my inquiry of the person or persons directly responsible for gathering the information. I am aware that there are significant penalties for intentionally submitting false information, including the possibility of fines and imprisonment for knowing violations.

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[1] For example, by way of clarification: for the report due February 1, 2014, Respondent shall report the quantity of each type of such material Respondent had on-site on January 1, 2013, each type of such material additionally accumulated during calendar year 2013, the quantity of each type of such material shipped off-site in calendar year 2013, and the quantity of each type of such material Respondent had on-site on January 1, 2014.

21. Any statement, document or report submitted pursuant to this consent agreement should be sent to:

Abdool Jabar, Environmental Engineer
Hazardous Waste Compliance Section
RCRA Compliance Branch
Division of Enforcement and Compliance Assistance
U.S. Environmental Protection Agency - Region 2
290 Broadway, 21st floor
New York, New York 10007-1866

22. Complainant shall mail to Respondent (to the representative designated below) a copy of the fully executed CA/FO, and Respondent consents to service of the CA/FO upon it by an employee of EPA other than the Regional Hearing Clerk:

Christopher B. Healy, Esq.
Bathgate, Wegener & Wolf
One Airport Road
P.O. Box 2043
Lakewood, New Jersey 08701

23. Respondent has read this Consent Agreement, understands its terms, and consents to the issuance of the Final Order accompanying this Consent Agreement and consents to making full payment of the civil penalty in accordance with the terms and schedule set forth above.

24. This consent agreement (together with its accompanying final order) 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 law and regulations governing the generation, handling, treatment, storage, transport and disposal of hazardous waste (hereinafter, "the management") at, in or from the Supreme facility.

25. Further, in conjunction with the aforementioned (paragraph 24 of this section, above) obligation of Respondent to comply with, *inter alia*, applicable state law and regulations, this consent agreement (together with its accompanying final order) is not intended to and is not to be construed as pre-empting, superseding, staying or otherwise negating any provision (requirement or prohibition) of applicable state law and regulations, and, additionally, nothing herein is intended or is to be construed as permitting or enabling Respondent to violate, disregard or otherwise circumvent any provision of applicable state law and regulations, including the

requirement that it possess a valid and unexpired permit to operate its Class D Recycling — Universal Waste facility (*i.e.* the Supreme facility).

26. This Consent Agreement is being voluntarily and knowingly entered into by the parties to resolve the administrative claims alleged in the EPA Findings of Fact and EPA Conclusions of Law, as set forth above, upon full payment of the penalty amount in total and any charges that accrue pursuant to paragraph 5 of this section, above. Notwithstanding the above, nothing herein shall affect the right of the EPA or the United States to pursue appropriate injunctive or otherwise seek equitable relief or criminal sanctions for any violation(s) of law resulting from or pertaining to Respondent's operation of the Supreme facility.

27. Respondent hereby waives its right to seek or to obtain any hearing or other administrative or judicial review of any part or provisions of this consent agreement and/or the accompanying final order, and/or on the EPA Findings of Fact or EPA Conclusions of Law, above.

28. This Consent Agreement and any provision herein shall not be construed as an admission of liability in any adjudicatory or administrative proceeding, except in an action, suit or proceeding to enforce this Consent Agreement or any of its terms and conditions.

29. Respondent voluntarily waives any right or remedy it might have pursuant to 40 C.F.R. § 22.8 to be present during discussions with, or to be served with and reply to any memorandum or other communication addressed to, the Regional Administrator of EPA, Region 2, the Deputy Regional Administrator of EPA, Region 2, or the Regional Judicial Officer of EPA, Region 2, where the purpose of such discussion, memorandum or other communication is to recommend that such official accept this Consent Agreement and issue the accompanying Final Order.

30. Each party shall bear its own costs and fees in connection with this proceeding.

31. Each undersigned signatory to this Consent Agreement certifies that: a) he or she is duly and fully authorized to enter into and ratify this Consent Agreement and all the terms, conditions and requirements set forth in this Consent Agreement, and b) he or she is duly and fully authorized to bind the party on behalf of whom (which) he or she is entering this Consent Agreement to comply with and abide by all the terms and conditions of this Consent Agreement.

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In re Supreme Asset Management and Recovery, Inc.,
Docket Number RCRA-02-2013-7101

RESPONDENT:

BY: _____

NAME: Albert BouFarah

TITLE: President

DATE: 10/12/12

COMPLAINANT:

BY: _____

Dore LaPosta, Director
Division of Enforcement and Compliance Assistance
U.S. Environmental Protection Agency - Region 2

DATE: NOVEMBER 16, 2012

In re Supreme Asset Management and Recovery, Inc. ,
Docket Number RCRA-02-2013-7101

FINAL ORDER

The Regional Administrator of EPA, Region 2 concurs in the foregoing Consent Agreement in the case of *In the Matter of Supreme Asset Management and Recovery, Inc., a/k/a Supreme Asset Management, Inc.,* bearing Docket Number RCRA-02-2013-7101. Said Consent Agreement, having been duly accepted and entered into by the parties, is, and hereby shall be, ratified and incorporated into this Final Order, which is hereby issued and shall take effect when filed with the Regional Hearing Clerk of EPA, Region 2. 40 C.F.R. § 22.31(b). This Final Order is being entered pursuant to the authority of 40 C.F.R. § 22.18(b) (3) and shall constitute an order issued under authority of Section 3008(a) of RCRA, 42 U.S.C. § 6928(a).

DATED: Nov 16, 2012
New York, New York

Judith A. Enck

JUDITH A. ENCK
Regional Administrator
United States Environmental Protection Agency –
Region 2

In re Supreme Asset Management and Recovery, Inc.
Docket No. RCRA-02-2013-7101

CERTIFICATE OF SERVICE

I hereby certify that I have this day caused to be sent the foregoing "CONSENT AGREEMENT AND FINAL ORDER," said Final Order having been executed by the Regional Administrator of the United States Environmental Protection Agency, Region 2, on November 16, 2012, in the above-referenced proceeding in the following manner to the addressee listed below:

Original and One Copy
By Inter-Office Mail:

Office of Regional Hearing Clerk
U.S. Environmental Protection
Agency - Region 2
290 Broadway, 16th floor
New York, New York 10007-1866

Dated: November 20, 2012
New York, New York

Lee A. Spielmann