

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION VII

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901 N. 5TH STREET

KANSAS CITY, KANSAS 66101

ENVIRONMENTAL PROTECTION
AGENCY-REGION VII
REGIONAL HEARING CLERK

IN THE MATTER OF:)

D. C. Taylor Company, Inc.)

312 29th Street NE)

Cedar Rapids, Iowa 52406-0097)

RCRA I.D. No. IAR000503805)

Respondent.)

Proceeding under Section 3008(a) and (g) of)

of the Resource Conservation and Recovery)

Act as amended, 42 U.S.C. § 6928(a) and (g))

**CONSENT AGREEMENT
AND FINAL ORDER**

Docket No. RCRA-07-2005-0400

I. PRELIMINARY STATEMENT

This proceeding was initiated on or about September 29, 2005, when the United States Environmental Protection Agency, Region VII (Complainant or EPA) issued a Complaint, Compliance Order and Notice of Opportunity for Hearing (Complaint) to D. C. Taylor Company, Inc. (DC Taylor or Respondent), owner and operator of an industrial and commercial roofing business. Pursuant to Sections 3008(a) and (g) of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976 and the Hazardous and Solid Waste Amendments of 1984 (RCRA), Title 42 United States Code (U.S.C.), Section 6901 *et seq.*, the Complainant sought civil penalties for alleged violations of Section 3005 of RCRA, 42 U.S.C. § 6925. The Complainant and Respondent subsequently entered into negotiations in an attempt to settle the allegations contained in the Complaint. This Consent Agreement and Final Order

(CAFO) is the result of such negotiations and resolves the civil administrative liability of Respondent for matters alleged in the Complaint. This administrative action is being conducted pursuant to Section 3008(a) and (g) of RCRA, 42 U.S.C. § 6928(a) and (g), and in accordance with the United States Environmental Protection Agency's Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation or Suspension of Permits, Title 40 Code of Federal Regulations (C.F.R.) Part 22 (Consolidated Rules of Practice).

II. CONSENT AGREEMENT

1. Respondent and Complainant agree to the terms of the Consent Agreement portion of this Consent Agreement and Final Order and Respondent agrees to comply with the terms of the Final Order portion of this Consent Agreement and Final Order. The terms of this Consent Agreement and Final Order shall not be modified except by a subsequent written agreement between the parties.

2. Respondent admits the jurisdictional allegations of the Complaint and agrees not to contest EPA's jurisdiction in this proceeding or any subsequent proceeding to enforce the terms of the Final Order portion of this Consent Agreement and Final Order set forth below.

3. Respondent neither admits nor denies the factual allegations and legal conclusions set forth in the Complaint.

4. Respondent waives its right to a judicial or administrative hearing on any issue of fact or law set forth in the Complaint, and its right to appeal the Final Order.

5. Respondent and Complainant agree to conciliate the matters set forth in the Complaint without the necessity of a formal hearing and agree to bear their respective costs and attorney's fees.

6. This Consent Agreement and Final Order settles all civil administrative claims for the RCRA violations alleged in the Complaint. Complainant reserves the right to take any enforcement action with respect to any other violations of RCRA or any other provision of RCRA or other applicable law.

7. Nothing contained in the Final Order portion of this Consent Agreement and Final Order shall alter or otherwise affect Respondent's obligation to comply with all applicable federal, state and local environmental statutes and regulations and applicable permits.

8. Respondent agrees that, in settlement of the claims alleged in the Complaint, Respondent shall pay a mitigated civil penalty of \$7,626.50 as set forth in Section III.A. of the Final Order and shall perform all compliance actions set forth in Section III.B. of the Final Order. In addition, Respondent shall perform the Supplemental Environmental Project (SEP) as set forth in paragraphs 9 through 12 below. The projected cost of the SEP is \$80,000.00.

Supplemental Environmental Project

9. Respondent shall perform a Supplemental Environmental Project (SEP) as part of the settlement of this matter. Specifically, Respondent shall design a training program for the roofing industry which will educate the participants about evaluating processes that generate hazardous waste, proper handling of hazardous waste, and waste minimization. The project will include developing a manual to be disseminated through the National Roofing Contractors Association (NRCA), and developing a training program for roofing professionals through a

series of pilot training programs for DC Taylor employees. In addition, Respondent shall seek to have the training featured at the International Roofing Expo, and will advertise the availability of the manual and training in roofing-related publications.

10. Respondent shall commence the SEP within thirty (30) days of the effective date of this Consent Agreement and Final Order. All activities shall be performed as set forth in the SEP Work Plan and in accordance with the schedules contained therein. The SEP Work Plan is Attachment 1 to this Consent Agreement and Final Order, and is incorporated herein by reference.

11. The total expenditure for the SEP shall not be less than specified in the SEP Work Plan. Respondent shall include documentation of the expenditures made in connection with the SEP as part of the SEP Completion Report.

12. Respondent shall provide a SEP Completion Report within forty-five (45) days of the eighteen-month anniversary of the commencement of the SEP project. "Commencement of the SEP project" means either the finalization of the contract with NRCA for the development of the training, or commencement of the SEP within thirty days of the effective date of this Consent Agreement and Final Order, whichever is later. The SEP Completion Report shall include:

- a. a statement of the actual costs of performing the SEP as outlined in the SEP Work Plan;
- b. documentation demonstrating the SEP expenditures;
- c. a detailed discussion of how the SEP was implemented, the effectiveness of the SEP and how many people received the training;

d. certification that the SEP has been fully implemented pursuant to the provisions of this Consent Agreement and Final Order; and

e. The SEP Completion report shall be due within forty-five (45) days after the eighteen-month anniversary of the commencement of the SEP project, and shall be sent to Complainant's representative identified in paragraph 28 below.

f. Deadlines established herein for SEP deliverables may be extended by written agreement of the parties.

13. Respondent agrees that failure to submit the SEP Completion Report shall be deemed a violation of this Consent Agreement and Final Order and Respondent shall become liable for stipulated penalties pursuant to paragraph 16.d. below.

14. After receipt of the SEP Completion Report described in paragraph 12 above, EPA will do one of the following:

a. notify Respondent in writing of any deficiencies in the SEP Completion Report, in which case Respondent shall have an additional thirty (30) days to correct any deficiencies;

b. inform Respondent that the project has been satisfactorily completed; or

c. determine that the project has not been completed satisfactorily and seek stipulated penalties pursuant to paragraph 16.a. below.

15. If Respondent receives notice that the SEP Completion Report is deficient pursuant to paragraph 14.a., Respondent shall correct the deficiencies and re-submit the report within the thirty (30) day time period. If, upon resubmission, the deficiencies identified in the SEP Completion Report have not been corrected, EPA reserves the right to determine that the project

has not been completed satisfactorily and to seek stipulated penalties pursuant to paragraph 16.a. below.

16. Respondent shall pay stipulated penalties as follows:

a. For failure to satisfactorily complete the SEP in accordance with the provisions of this Consent Agreement relating to the performance of the SEP, Respondent shall pay a stipulated penalty to the United States in the amount of \$23,013.00.

b. If the SEP is completed in accordance with the provisions of this Consent Agreement, but Respondent fails to expend at least 90 percent of the amount of money which was required to be spent on the SEP, Respondent shall pay a stipulated penalty to the United States in the amount of \$5,720.00.

c. If the SEP is completed in accordance with this Consent Agreement and Respondent spends at least 90 percent of the money required to be spent on the SEP, Respondent shall not be liable for any stipulated penalties.

d. For failure to timely submit the SEP Completion Report required by paragraph 12 of this Consent Agreement, Respondent shall pay a stipulated penalty in the amount of \$500.00 per day for each day after the report is due, until the report is finally submitted.

e. Failure to pay any portion of the stipulated penalties on the date upon which they are due will result in the accrual of interest on the unpaid portion of the stipulated penalties at the rate of two percent (2%) per annum.

17. No portion of Respondent's expenditures on the SEP project required under this Consent Agreement and Final Order shall be claimed by the Respondent as a deduction for federal, state, or local income tax purposes.

18. Respondent agrees that in any public statement, oral or written, in print, film, or other media, made by Respondent making reference to the SEP, Respondent will include a statement that the SEP was undertaken in connection with the settlement of an enforcement action taken by the U.S. Environmental Protection Agency for violations of the Resource Conservation and Recovery Act.

General Provisions

19. This Consent Agreement and Final Order shall be effective upon entry of the Final Order by the Regional Judicial Officer for EPA, Region VII. Unless otherwise stated, all time periods stated herein shall be calculated in calendar days from such date.

20. This Consent Agreement and Final Order shall remain in full force and effect until Complainant's representative designated in paragraph 28 of the Final Order provides Respondent with written notice, in accordance with paragraph 37 of the Final Order, that all requirements hereunder have been satisfied.

21. Respondent understands that failure to comply with the Final Order within the designated time frames may, among other things, subject Respondent to civil penalties of up to \$32,500 per day of non-compliance.

22. Each signatory of this Consent Agreement and Final Order certifies that he or she is fully authorized to enter into the terms of this Consent Agreement and Final Order.

III. FINAL ORDER

Pursuant to the authority of Section 3008(a) of RCRA, 42 U.S.C. § 6928(a), and according to the terms of this Consent Agreement and Final Order, IT IS HEREBY ORDERED THAT:

A. Payment of Civil Penalty

23. Within thirty (30) days of the effective date of this Final Order, Respondent shall pay a mitigated civil penalty of \$7,626.50.

24. Payment of the penalty shall be by cashier or certified check made payable to "Treasurer of the United States" and remitted to:

Regional Hearing Clerk
U.S. EPA Region VII
c/o Mellon Bank
PO Box 371099M
Pittsburgh, PA 15251.

The Respondent shall reference the EPA Docket Number on the check. A copy of the check shall also be mailed to:

Belinda Holmes
Office of Regional Counsel
U.S. EPA Region VII
901 N. 5th Street
Kansas City, Kansas 66101.

In addition, a copy of the check shall be provided to EPA's representative identified in paragraph 28 below.

25. Failure to pay any portion of the civil penalty on the date the same is due may result in the commencement of a civil action in Federal District Court to collect said penalty, along with interest thereon at the rate of two percent (2%) per annum.

26. No portion of the civil penalty or interest paid by Respondent pursuant to the requirements of this Consent Agreement and Final Order shall be claimed by Respondent as a deduction for federal, state, or local income tax purposes.

B. Compliance Actions

27. Respondent shall take the following actions within the specified time periods and according to the terms and conditions specified in subparagraphs a. through b. below.

a. Within thirty (30) calendar days of the effective date of this Final Order, Respondent shall submit to EPA a sampling plan to determine the extent, if any, of hazardous waste releases from the storage area, and the need, if any, for a closure plan. The sampling plan shall be reviewed and approved in accordance with Paragraph 29 below. Upon EPA approval, Respondent shall fully implement the sampling plan in accordance with the schedule contained therein.

i. If EPA determines that closure of the storage area is warranted based on the data obtained from the implementation of the sampling plan, Respondent shall submit to EPA a closure plan for the hazardous waste storage area that meets the requirements of 40 C.F.R. Part 265, Subpart G. Such plan will be submitted within thirty (30) days of EPA approval of the final report submitted pursuant to subparagraph a.iii. below. The closure plan, if any, shall be reviewed and approved in accordance with Paragraph 29 below.

ii. If EPA determines that a closure plan is warranted and that financial assurances are needed to complete closure, then within thirty days of EPA approval of the final report submitted pursuant to subparagraph a.iii. below, Respondent shall also submit to EPA evidence that it has established and will maintain financial assurances as described in 40 C.F.R. Part 265, Subpart H. Respondent may obtain a letter of credit, a trust fund, a surety bond, insurance or a financial test and corporate guarantee as set forth in the regulations.

iii. At the close of field activities required pursuant to the sampling plan and the closure plan, if any, Respondent shall submit a final report to EPA describing the work that was performed. The final report for each activity shall be reviewed and approved in accordance with Paragraph 29 below.

b. All notices, drafts and submissions required under this Final Order shall be submitted to EPA's representative identified in paragraph 28 below.

C. Submittals

28. All documents required to be submitted to EPA pursuant to this Final Order shall be sent to:

Deborah Finger ARTD/RESP
U.S. EPA Region VII
901 N. 5th Street
Kansas City, Kansas 66101
Phone: (913) 551-7164
Fax: (913) 551-9164
E-mail: Finger.Deborah@epa.gov.

29. Except as set forth in paragraph 12 of the Consent Agreement, all documents, plans or other submittals requiring EPA review and approval shall be reviewed pursuant to the procedures outlined in this paragraph. EPA's representative will review the document, plan or other submittal and provide comments to Respondent regarding any deficiencies noted in the document. Respondent shall correct any such noted deficiencies within thirty (30) days of the receipt of EPA's comments. If any such deficiencies are not corrected within thirty (30) days of receipt of comments, EPA may unilaterally modify the document, plan or other submittal and return it to Respondent. Once a document, plan or other submittal has been approved or

modified by EPA, Respondent shall implement the plan or submit any documents required as set forth in the modified submittal. All references to “days” shall mean calendar days for the purposes of this Final Order.

30. Respondent may assert a business confidentiality claim pursuant to 40 C.F.R. 2.203(b) with respect to all or part of any information submitted to EPA pursuant to this Final Order. EPA shall disclose information covered by a business confidentiality claim only to the extent permitted by, and by means of the procedures set forth at, 40 C.F.R. Part 2, Subpart B. If no such claim accompanies the information when it is received by EPA, EPA may make it available to the public without further notice to Respondent.

D. Parties Bound

31. This Final Order portion of this Consent Agreement and Final Order shall apply to and be binding upon Complainant and Respondent and Respondent’s agents, successors and/or assigns. Respondent shall ensure that all contractors, employees, consultants, firms or other persons or entities acting for Respondent with respect to matters included herein comply with the terms of this Consent Agreement and Final Order.

E. Reservation of Rights

32. Notwithstanding any other provision of this Consent Agreement and Final Order, EPA reserves the right to enforce the terms of the Final Order portion of this Consent Agreement and Final Order by initiating a judicial or administrative action under Section 3008 of RCRA, 42 U.S.C. § 6928, and to seek penalties against Respondent in an amount not to exceed \$32,500 per day per violation pursuant to Section 3008(c) of RCRA, for each day of non-compliance with the terms of the Final Order, or to seek any other remedy allowed by law.

33. Complainant reserves the right to take enforcement action against Respondent for any violations of RCRA not alleged in the Complaint and to enforce the terms and conditions of this Consent Agreement and Final Order.

34. Except as expressly provided herein, nothing in this Consent Agreement and Final Order shall constitute or be construed as a release from any claim (civil or criminal), cause of action, or demand in law or equity by or against any person, firm, partnership, entity or corporation for any liability it may have arising out of or relating in any way to the generation, storage, treatment, handling, transportation, release or disposal of any hazardous constituents, hazardous substances, hazardous wastes, pollutants or contaminants found at, taken to, or taken from Respondent's facility.

35. Notwithstanding any other provisions of the Consent Agreement and Final Order, an enforcement action may be brought pursuant to Section 7003 of RCRA, 42 U.S.C. § 6973, or other statutory authority, should EPA find that the future handling, storage, treatment, transportation, or disposal of solid waste or hazardous waste at Respondent's facility may present an imminent and substantial endangerment to human health and the environment.

36. The headings in this Consent Agreement and Final Order are for convenience of reference only and shall not affect interpretation of this Consent Agreement and Final Order.

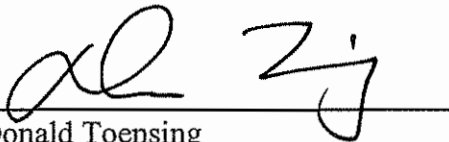
F. Termination

37. The provisions of this Consent Agreement and Final Order shall be deemed satisfied upon a written determination by Complainant that Respondent has fully implemented the actions required in the Final Order.

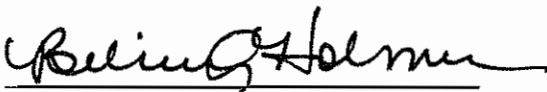
COMPLAINANT:

U.S. ENVIRONMENTAL PROTECTION AGENCY

6-1-06
Date


Donald Toensing
Chief
RCRA Enforcement and State Programs Branch
Air, RCRA, and Toxics Division
U.S. Environmental Protection Agency
Region VII

5/30/06
Date


Belinda Holmes
Senior Assistant Regional Counsel
U.S. Environmental Protection Agency
Region VII

RESPONDENT:
DC Taylor Company, Inc.

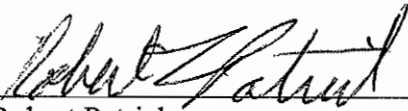
5-25-06
Date

Signature William W. Taylor

Printed Name William W. Taylor

Title Chairman / CEO

IT IS SO ORDERED. This Final Order shall become effective immediately.



Robert Patrick
Regional Judicial Officer

Date June 6, 2006

Proposed Supplemental Environmental Project

Introduction:

D. C. Taylor Co. proposes to undertake this Supplemental Environmental Project in accordance with the requirements of the EPA Supplemental Environmental Projects Policy, dated May 1, 1998. (Refer specifically to SEP memorandum Item 6: <http://www.epa.gov/compliance/resources/policies/civil/seps/sepguide-mem.pdf>).

Background:

D. C. Taylor Co. managers are active in various roofing contractor associations, including the National Roofing Contractors Association (hereafter NRCA).

The NRCA was established in 1886. NRCA is one of the construction industry's oldest trade associations and the voice of professional roofing contractors worldwide. It is an association of roofing, roof deck, and waterproofing contractors; industry-related associate members, including manufacturers, distributors, architects, consultants, engineers, and city, state, and government agencies; and international members. NRCA has more than 4,600 members from all 50 states and 54 countries and is affiliated with 105 local, state, regional and international roofing contractor associations.).

One of the principal undertakings of the NRCA is contractor training. Evidence of this is the NRCA's exceptional record of accomplishment with OSHA (see the referenced article from Professional Roofing Magazine http://www.professionalroofing.net/article.aspx?A_ID=35). D. C. Taylor Co. managers and supervisors are familiar with the NRCA training personnel and programs. Many of the D. C. Taylor Co. project supervisors and managers have received training over the last five years, and believe the training materials and programs developed by the NRCA are of the highest quality available from any trade related organization.

The NRCA has agreed to contract with D. C. Taylor Co. to create an educational program (hereafter, the Educational Project). Pending the EPA's approval of this proposal, the NRCA will undertake the Educational Project under the direction of the following personnel:

- Associate Executive Director, Risk Management and Education, Tom Shanahan
- Director of Risk Management, Harry Dietz
- Director of Training, John Schehl

- Education Development Program Manager, Jeanne Schehl.

The NRCA, having previously undertaken projects which involve evaluating best practices, writing manuals, creating educational materials, advertising and promoting the benefits of learning and using those materials, and delivering educational programs (see the attached <http://www.nrca.net/rp/education/nrca/courses/nrca/10hr.aspx#osha>) is ideally suited to perform the contract for the Educational Project.

D. C. Taylor Co. will consult with Howard R. Green Engineering Co. to develop the technical foundation for the materials to be developed by the NRCA. Howard R. Green will provide regulatory compliance assistance as well as help develop document content, format and facilitate overall HWMMP development. Howard R. Green Company will work with D. C. Taylor Co. to develop material that applies regulatory requirements and best management practices directly to both shop and field activities associated with the roofing industry. The materials will be tailored to the 8th to 10th grade Flesch-Kincaid reading level. Concepts including but not limited to pollution prevention and source reduction as well as "end of the pipe" management and minimization practices will be introduced as part of the materials to be developed.

Supplemental Environmental Project Goal:

The ultimate goal is to minimize wastes in general and specifically, to minimize hazardous wastes. The proposed course of action is to create awareness, and to educate roofing contractors, roofing materials manufacturers, roofing specifiers (architects and engineers) and building owners. The manner in which we propose to accomplish this:

- evaluate current roofing processes and practices, and then identify best management practices for the roofing industry;
- develop and document a Hazardous Waste Minimization and Management Program (hereafter HWMMP);
- train specifiers (for example, instruct specifiers to include the following language in specifications: "contractor shall follow the NRCA Waste Minimization and Management Program"), roofing materials manufacturers, building owners, and roofing project managers and supervisors. These are the chief influencers of the selection and use of products and the determiners of processes which create wastes.

The objective of this project involves a three-step process:

1. Create a Hazardous Waste Minimization and Management Program Manual (hereafter HWMPP)
 - A. focused on inventory management of:
 - i. Non-hazardous materials,
 - ii. Hazardous materials; and
 - B. minimization and Management of:
 - i. Non-hazardous wastes,
 - ii. Hazardous wastes; and
 - C. the comprehensive written program will contain information and resources enabling commercial roofing contractors to:
 - i. identify applicable EPA regulations,
 - ii. explain how these specific regulations apply to the roofing industry, and
 - iii. apply industry-specific best practices for managing hazardous chemicals.
 - D. The written program manual will be a document that will be available as a downloadable Adobe Acrobat Document in .pdf form, from NRCA's Website. It will be formatted so it can be integrated into NRCA's Safety Manual. Roofing contractors will be able include the minimization and management program in their existing company safety programs.
2. Create and refine training: Contract with the NRCA to create and define a training program (through a process of presenting and assessing the success of the training methods and materials) in cooperation with the D. C. Taylor Co. crew supervisors, and under the direction of the D. C. Taylor Co. Director of Environmental Health and Safety. We propose to create the program and refine it through presentations to the D. C. Taylor Co. personnel during special training to be conducted by the NRCA at the D. C. Taylor Co., in five separate classes, to approximately 100 employees. The purpose of the training will be twofold: to develop the training materials and determine the effectiveness of the training program; and to actually provide meaningful training to the D. C. Taylor Co. personnel.
 - A. The NRCA is the leading and largest association of roofing contractors in the United States. D. C. Taylor Co.

will work with the NRCA to create and develop the training program.

- B. The training program will provide field supervisors information and tools that enable them to:
 - i. Identify applicable EPA regulations
 - ii. Explain how these specific regulations apply to the roofing industry
 - iii. Apply industry-specific best practices for performing roofing work which involves the use of hazardous chemicals
 - iv. Train employees on these best practices (Toolbox Talks)
 - C. HWMMP will be made available through the NRCA website. D. C. Taylor Co. will contract with the NRCA to distribute the manual (by download) for 12 months.
 - D. Promote and advertise the training program through the NRCA and D. C. Taylor Co. websites. NRCA will offer the training in connection with its current and expected training.
 - E. D. C. Taylor Co. will propose to Hanley Wood, the company responsible for the annual International Roofing Expo, the inclusion of Hazardous Waste Minimization and Management training in the Expo educational curriculum.
3. Perform public relations activities to promote awareness to the roofing industry of the HWP Manual and availability of training from the NRCA.
- A. Announce the availability via press releases to the following associations and publications.
 - i. NRCA
 - 1. The general membership, through a special email notification
 - 2. National Roofing Expo, the annual convention sponsored by the NRCA
 - 3. Affiliated state Roofing Contractor Associations
 - 4. National Roofing Legal Resource Center
 - 5. Associated General Contractors
 - ii. Roofing Trade Publications

1. Roofing Siding and Insulation Magazine
2. Professional Roofing Magazine
3. Roofing Contractor Magazine
- iii. Roofing Consultants Institute
- iv. National Association of Plant Engineering Managers
- v. American Society for Healthcare Engineering
- vi. Association for Facilities Engineering
- vii. Technical Association for the worldwide pulp, paper and converting industry.

The potential benefits of this supplemental environmental project are substantial. Currently there is no educational material, manual or training program available to the roofing industry. The NRCA currently has no information available from any member based upon a comprehensive evaluation or study by an environmental or hazardous waste consultant, which could be used to minimize wastes or eliminate hazardous wastes.

The expected costs and deliverables to D. C. Taylor Co. are as follows:

1. NRCA contract \$45,000
 - a. Professionally developed Hazardous Waste Minimization and Management Program(HWMMP)Manual.
 - b. Hazardous Waste Minimization and Management training documents and materials.
 - c. Written toolbox talk materials.
 - d. Access to items a, b and c, and web support made available to all contractors on the NRCA website.
2. Consulting services of Howard R. Green..... \$15,000
 - a. Provide technical assistance to the NRCA in the development of the HWMMP.
3. Public relations \$20,000
 - a. Professionally developed news release(s) to the organizations listed in section 3 of this document.

The total of the above costs and expenses is believed to be proportional to the amount required to otherwise be in compliance with all laws and regulations, and is appropriate to include in the costs under the proposed supplemental environmental project.

We expect the duration to be approximately one year from the date after which the project is undertaken. During that year, the expected time line of activities will be as follows (numbers are calendar days):

- S+0 The day the Consent Agreement is signed.

- S+30 Sign contract with the NRCA

- S+30 Sign contract with Howard R. Green

- S+90 D. C. Taylor Co. and Howard R. Green deliver technical report to the NRCA for development of HWMMP.
- S+270 Initial training documents developed by the NRCA and field tested in five class trials with D. C. Taylor Co. field personnel.

- S+270 Final HWMMP complete, including documentation, training materials and toolbox talks.

- S+270 D. C. Taylor Co. and NRCA propose to Hanley Wood inclusion of training and training materials in 2008 International Roofing Expo training curriculum.

- S+270 Press releases developed and sent to NRCA constituents and publications listed in section 3.

- S+270 Links to the HWMMP posted on D. C. Taylor Co. and NRCA websites

- S+630 One year website link requirement satisfied continuation optional.

IN THE MATTER OF D.C. Taylor Company, Inc., Respondent
Docket No. RCRA-07-2005-0400

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Consent Agreement and Final Order was sent this day in the following manner to the addressees:

Copy hand delivered to
Attorney for Complainant:

Belinda Holmes
Senior Assistant Regional Counsel
Region VII
United States Environmental Protection Agency
901 N. 5th Street
Kansas City, Kansas 66101

Copy by Certified Mail Return Receipt to:

Roger Stone
Simmons, Perrine, Albright & Ellwood, P.L.C.
115 Third Street, S.E., Suite 1200
Cedar Rapids, Iowa 52401-1266

Copy by Facsimile and
First Class Pouch Mail to:

The Honorable Susan L. Biro
Chief Administrative Law Judge
U. S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW
Mail Code 1900L
Washington, D. C. 20460

and

The Honorable William B. Moran
Administrative Law Judge
U. S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW
Mail Code 1900L
Washington, D. C. 20460

Dated: 6/16/06


Kathy Robinson
Regional Hearing Clerk