UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Region 2

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U.S. Environmental Protection Agency-Reg 2

In the Matter of: ECO International LLC, Respondent. Proceeding under Section 3008 of the Solid Waste Disposal Act, as amended.	**CONSENT AGREEMENT AND FINAL ORDER** Docket Number RCRA-02-2015-7101

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 hereinafter 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.

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 York and the Commonwealth of Pennsylvania have been authorized to "carry out [a hazardous waste] program in lieu of the Federal program," as follows:

a) The State of New York received on May 29, 1986 final authorization from EPA to administer its base hazardous waste program. Since 1986, New York State has been authorized to enforce many other hazardous waste requirements promulgated by EPA pursuant to RCRA. *See* 67 *Fed. Reg.* 49864 (August 1, 2002), 70 *Fed. Reg.* 1825 (January 11, 2005), 74 *Fed. Reg.* 31380 (July 1, 2009) and 78 *Fed. Reg.* 15299 (March 11, 2013). Accordingly, New York regulations constitute the authorized State hazardous waste program. EPA is authorized to enforce the provisions of the authorized State program

b) The Commonwealth of Pennsylvania ("Commonwealth") has received federal authorization to administer a Hazardous Waste Management Program (the "Pennsylvania HWMP") in lieu of the federal hazardous waste management

program under RCRA Sections 3001 — 3023, 42 U.S.C. §§ 6921 — 6939e. Effective January 30, 1986, the Commonwealth of Pennsylvania Hazardous Waste Regulations ("PaHWR") were authorized by EPA pursuant to Section 3006(b) of RCRA, 42 U.S.C. § 6926(b), and 40 C.F.R. Part 271, Subpart A. The PaHWR subsequently were revised, and thereafter re-authorized by EPA, on each of the following: September 26, 2000; January 20, 2004; and April 29, 2009; such authorized revised PaHWR requirements and provisions became effective on November 27, 2000; March 22, 2004; and June 29, 2009, respectively. The provisions of the currently authorized revised PAHWR, codified at 25 Pa. Code Sections 260a-266a, 266b and 268a-270a, have thereby become requirements of RCRA and are enforceable by EPA. The PaHWR incorporates by reference certain federal hazardous waste management regulations that were in effect as of: **(a)** May 1, 1999 (and as of July 6, 1999 for certain Universal Waste regulations) for the November 27, 2000 PAHWR authorization; **(b)** June 28, 2001 for the March 22, 2004 PaHWR authorization; and **(c)** October 12, 2005 for the April 29, 2009 PaHWR authorization.

Complainant in this proceeding is the Director of the Division of Enforcement and Compliance Assistance ("Complainant") of EPA, Region 2, and Complainant has been duly delegated with the authority to commence this proceeding.

Pursuant to Section 22.13 of the revised Consolidated Rules of Practice, Title, 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 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 of 40 C.F.R. § 22.18(b).

It has been agreed by 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 specified claims against Respondent without further litigation. To that end, the parties have met and discussed settlement. No adjudicated findings of fact or conclusions of law have been made in either a judicial or administrative forum. The following constitute EPA's Findings of Fact and Conclusions of Law based on information of which Complainant was aware as of February 2, 2015.

EPA FINDINGS OF FACT

1. Respondent is ECO International LLC ("Respondent" or "ECO International"), a limited liability company organized under, and existing under the laws of New York State. Respondent has informed EPA that its immediate predecessor-in-interest was Amandi Services, which was the successor-in-interest to Envirocycle, which was formed in 1989 and was the first electronics recycling operation. Corporate headquarters are located at 320 North Jensen Road in Vestal, New York. Processing operations had been performed at 200 Stage Road in Vestal, New York (the "Vestal facility"), and a storage facility is located at 899 Assembly Place in Hallstead, Pennsylvania (the "Hallstead facility").

2. Since no later than 2006, Respondent has been (and continues to be) the operator of the Hallstead facility, and since June 2007 Respondent has been (and continues to be) the operator of the Vestal facility. Respondent has informed EPA that the Vestal facility is owned by an entity known as Stage Road Associates, and the Hallstead facility is presently owned by Hallstead Associates.

3. Respondent has been engaged in the business of electronics recycling. More specifically, Respondent accepted cathode ray tubes ("CRTs") and other electronic waste (the latter generically referred to by the term "e-waste") at the Vestal facility and transported a major portion of the CRTs and crushed CRTs to its Hallstead facility. CRTs constitute the video display components of an electronic device, most commonly a computer monitor or a television (not a flat-screen TV) monitor; the CRTs consist essentially of the following components:

a) panel glass (constituting the front of the CRTs) containing no lead;

b) panel glass (constituting the front of the CRTs) containing a low amount of lead;

c) funnel glass (constituting the back portion of the CRTs) containing significant amounts of lead oxide in a glass matrix; and

d) "frit," *i.e.* the bonding medium connecting and holding together panel glass and funnel glass in whole CRTs, containing significant amounts of lead oxide in a glass matrix.

4. CRT glass that has been crushed and smashed into small particles (akin to particles of sand) and containing lead is known as "fines."

5. Broken and/or crushed CRT glass that is mixed is frequently referred to as "cullet."

6. The levels of lead contained in parts of broken and/or crushed CRTs, *i.e.* in funnel glass containing significant amounts of lead (in the form of lead oxide in a glass matrix) and in frit, frequently result in CRT waste being classified as a RCRA "hazardous waste" (as defined in Section 1004(5) of RCRA, 42 U.S.C. § 6903(5), and in 40 C.F.R. § 261.3 (6 NYCRR § 371.1(d)/ 25 Pa. Code § 261a.1)) if such material is intended for disposal.[1]

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[1] Because each of New York and Pennsylvania has an authorized RCRA program, requirements falling within the scope of the respective authorized program are referred to by citing to State regulation. The federal citation is given here, however, for reference purposes. Pennsylvania regulations incorporate by reference the federal regulatory provisions, and any listing here of a federal regulation followed by a Pennsylvania regulation is to be understood as the former incorporated by reference into the latter. For a corresponding federal regulation, both New York and Pennsylvania citations are given, but each State's citations only apply with regard to facilities located, and/or activities occurring, within the jurisdiction of the respective State.

7. Pursuant to Section 3010 of RCRA, 42 U.S.C. § 6930, Respondent notified EPA as follows:

a) on or about June 8, 2006 (under the name American Board Companies, Inc.), that it generated hazardous waste at the Vestal facility; and

b) on or about March 12, 2010, under the name Envirocycle, that it generated hazardous waste at the Hallstead facility.

8. As a consequence of the aforementioned (¶ 7, above) notifications to EPA, Respondent took on:

a) for the Vestal facility, the EPA Identification Number that EPA had previously assigned to said facility, NYD 045201688; and

b) for the Hallstead facility, the EPA Identification Number that EPA had previously assigned to that facility, PAD 981041676.

9. On or about September 20, 2007, the New York State Department of Environmental Conservation ("NYSDEC") classified the Vestal facility, under its prior name Amandi Services, Inc., as a large quantity generator ("LQG") [*i.e.* a term used to describe an entity generating 1000 kilograms or more of hazardous waste or universal waste on a monthly basis], and Respondent, on or about June 10, 2008, notified EPA that NYSDEC had classified the Vestal facility (under the name Amandi Services, Inc.) as an LQG of universal waste.

10. Respondent's operations at the Vestal facility generally consisted of the following activities:

a) receiving electronics for recycling, including CRT-containing devices, *i.e.* computer and television monitors;

b) disassembling said monitors and separating the CRT portion from other components (such as the plastic parts);

c) placing the CRT components in large boxes (known as Gaylord boxes);

d) manually breaking the CRT components into glass fragments using hammering actions;

e) labeling the Gaylord boxes to indicate that their contents include leaded glass; and

f) storing the Gaylord boxes at the facility until they were transported to the Hallstead facility.

11. For a period of time including between June 2007 and October 2013, Respondent conducted weekly shipments of Gaylord boxes containing broken and/or crushed CRT glass from the Vestal facility to the Hallstead facility.

12. As a consequence of its operations at the Vestal and Hallstead facilities, Respondent generated additional waste from its processing activities involving electronic waste, such waste having included spent fluorescent light bulbs, spent lead acid batteries and discarded devices containing mercury.

13. On the following dates, a duly designated representative of EPA conducted a RCRA Compliance Evaluation Inspection, as follows:

a) on April 24, 2012, at the Vestal facility (the "Vestal inspection"), and

b) on September 13, 2012, at the Hallstead facility (the "Hallstead inspection").

14. At the time of the Vestal inspection, Respondent had been:

a) engaged in disassembling computer monitors and televisions and then placing their separated CRT components in Gaylord boxes; and

b) manually breaking and crushing CRT components in Gaylord boxes and then moving said boxes to another area within the facility where they were then closed and labeled to indicate they held "Leaded Glass."

15. At the time of the Hallstead inspection, Respondent had been storing thousands of Gaylord boxes containing millions of pounds of broken and/or crushed leaded glass and whole CRTs in a warehouse and in five adjacent Quonset huts, and:

a) many of the aforementioned Gaylord boxes had collapsed because of exposure to flood waters, resulting in the spillage of much leaded glass to the ground;

b) some of the leaded glass that had spilled on the ground had been placed in piles; and

c) spent fluorescent bulbs were being stored in containers without labels identifying their contents as either "Hazardous Waste" or "Universal Waste."

16. Pursuant to Section 3007 of RCRA, 42 U.S.C. § 6927, on June 20, 2012, EPA issued to Respondent an Information Request Letter ("IRL") that sought information on, *inter alia*,

Respondent's generation, storage and management of CRT glass processed at the Vestal facility and then transported to and stored at the Hallstead facility.

17. Respondent timely submitted its response to the June 2012 IRL on or about August 20, 2012.

18. Answering a second EPA IRL, Respondent submitted a response thereto on or about September 23, 2013.

19. Answering another EPA IRL, Respondent submitted a response thereto on or about April 14, 2014.

20. In calendar year 2009, Respondent exported overseas approximately 6.33 million pounds of leaded glass, derived from CRTs it had broken and crushed, and in calendar year 2010, after having already exported overseas approximately 75,000 pounds of such glass, Respondent essentially ceased exporting (or otherwise recycling) such glass. As a consequence of its 2010 cessation of large-scale exporting, Respondent began to store and accumulate broken and/or crushed leaded glass at the Hallstead facility

21. By each of the following dates, Respondent was storing, and had thus accumulated, broken and/or crushed leaded glass that had been derived from broken and crushed CRTs in the following quantities:

a) December 31, 2010 Approximately 4,200 tons

b) December 31, 2011 Approximately 5,700 tons

c) December 31, 2012 Approximately 10,000 tons

d) September 24, 2013 Approximately 13,000 tons

22. Of the approximately 13,000 tons of broken and/or crushed CRTs Respondent had accumulated as of September 24, 2013:

a) Approximately 4,200 tons consisted of funnel glass that was hazardous waste;

b) Approximately 5,200 tons consisted of no-lead panel glass that was solid waste;

c) Approximately 2,100 tons consisted of low-lead panel glass that was solid waste; and

d) Approximately 1,000 tons consisted of fines that was hazardous waste.

23. Respondent stored much of the aforementioned (paragraph 22, sub-paragraphs "a" and "d," above) waste:

a) for greater than 90 days at the Hallstead facility; and

b) for fewer than 90 days at the Vestal facility.

24. Commencing in October 2013, Respondent ceased accepting electronic waste, including CRTs, for recycling.

25. On May 15, 2014, a duly designated representative of EPA conducted another RCRA Compliance Evaluation Inspection of each of the Vestal and Hallstead facilities.

26. At the time of the May 2014 EPA inspection:

a) no broken and/or crushed leaded glass from broken and crushed CRTs remained at the Vestal facility, and the facility was clean to the satisfaction of EPA's representative, requiring no further actions; and

b) at the Hallstead facility, Respondent representatives informed EPA that approximately 45% of the exposed broken and/or crushed leaded glass stored in Quonset huts was hazardous waste.

27. Respondent never obtained and never possessed a valid and unexpired RCRA permit for the storage of the aforementioned (¶ 22 and 26(b), above) hazardous waste at either the Hallstead facility or the Vestal facility. Respondent asserts that it believed that such waste constituted universal waste, and that the cullet until a few years ago was recycled and was not a solid waste.

28. Respondent never qualified for or obtained interim status for the Hallstead facility or the Vestal facility.

29. Respondent was never granted an exemption for the storage of hazardous waste more than 90 days at the Hallstead facility, nor did Respondent meet the conditions for the unpermitted storage of hazardous waste for under 90 days at the Vestal facility, *e.g.*, those conditions set forth in 40 C.F.R. § 262.34(a) requiring, *inter alia*:

a) the marking of the date upon which the period of accumulation(s) began; and

b) the labeling or marking of the containers holding the hazardous waste with the words, "Hazardous Waste."

EPA CONCLUSIONS OF LAW

1. Respondent is a "person" within the meaning of Section 1004(15) of RCRA, 42 U.S.C. § 6903(15), and 6 NYCRR § 370.2(b) (40 C.F.R. § 260.10 /25 Pa. Code § 261a.1).

2. The Hallstead facility is a "facility" as that term is defined in 25 Pa. Code § 260a.1 (40 C.F.R. § 260.10).

3. The Vestal facility is a "facility" as that term is defined in 6 NYCRR § 370.2(b) (40 C.F.R. § 260.10).

4. Since at least June 2008, Respondent has been (and continues to be) the "operator" as defined in 25 Pa. Code § 260a.1 (40 C.F.R. § 260.10) of the Hallstead facility.

5. Since at least June 2008, Respondent has been (and continues to be) the "operator" as defined in 6 NYCRR § 370.2(b) (40 C.F.R. § 260.10) of the Vestal facility.

6. Pursuant to 6 NYCRR § 371.1(a) (40 C.F.R. § 261.1(c)(1) /25 Pa. Code § 261a.1), for purposes of, *inter alia*, 6 NYCRR § 371.1(c) (40 C.F.R. § 261.2 /25 Pa. Code § 261a.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."

7. In order to treat, store or dispose of hazardous waste, the owner or operator of a hazardous waste management unit must comply with the applicable requirements of Section 3005 of RCRA, 42 U.S.C. § 6925, and 40 C.F.R. § 270.1.

8. In relevant part, 40 C.F.R. § 262.34(b) provides that a generator of hazardous waste who accumulates hazardous waste for more than 90 days is deemed an operator of a storage facility and is subject to the requirements of 40 C.F.R. Parts 264 and 265, and is also subject to the requirements of 40 C.F.R. Part 270.

9. Respondent's aforementioned (¶ 23(a) and (¶ 26(b) of the "EPA Findings of Fact," above) storage and accompanying accumulation of hazardous waste at the Hallstead facility for over 90 days did not comply with all requirements of 40 C.F.R. Part 264, nor did it comply with the applicable requirements of Section 3005 of RCRA, 42 U.S.C. 6925, and 40 C.F.R. Part 270.

10. As a consequence of Respondent's accumulation of hazardous waste at the Hallstead facility for over 90 days, Respondent failed to comply with the requirements set forth in, and thereby violated, each of:

a) Section 3005 of RCRA, 42 U.S.C. 6925, a requirement of Subchapter III of RCRA, 42 U.S.C. §§ 6921 - 6939e; and

b) 40 C.F.R. 270.1, a requirement of Subchapter III of RCRA, 42 U.S.C. §§ 6921 - 6939e.

11. Pursuant to 40 C.F.R. § 262.34(a), "a generator may accumulate hazardous waste on-site for 90 days or less without a permit or without having interim status," provided it complies with various conditions and requirements set forth in such regulation.

12. Among the aforementioned (¶ 11 of this section, above) conditions and requirements the following are included:

a) 40 C.F.R. § 262.34(a)(2), "[t]he date upon which each period of accumulation begins is clearly marked and visible for inspection on each container" holding hazardous waste; and

b) 40 C.F.R. § 262.34(a)(3), "[w]hile being accumulated on-site, each container and tank [holding hazardous waste] is labeled or marked clearly with the words, 'Hazardous Waste'...."

13. Respondent's aforementioned (¶ 23(b) of the "EPA Findings of Fact," above) storage and accompanying accumulation of hazardous waste at the Vestal facility for under 90 days did not comply with all requirements of 40 C.F.R. Part 264, nor did it comply with the applicable requirements of Section 3005 of RCRA, 42 U.S.C. 6925, and 40 C.F.R. Part 270.

14. The aforementioned (¶ 23(b) of the "EPA Findings of Fact," above) accumulations of hazardous waste at the Vestal facility occurred without Respondent having met conditions and requirements set forth in 40 C.F.R. § 262.34(a) (as set forth in paragraph 12 of the "EPA Conclusions of Law," above).

15. As a consequence of Respondent's accumulation of hazardous waste at the Vestal facility for under 90 days, Respondent failed to comply with the requirements set forth in, and thereby violated, each of:

a) Section 3005 of RCRA, 42 U.S.C. 6925, a requirement of Subchapter III of RCRA, 42 U.S.C. §§ 6921 - 6939e; and

b) 40 C.F.R. 270.1, a requirement of Subchapter III of RCRA, 42 U.S.C. §§ 6921 - 6939e.

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 and the terms for making payment thereof; (e) consents to the issuance of the Final Order accompanying this Consent Agreement and the terms set forth therein; 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 **NINE THOUSAND ONE HUNDRED EIGHTY** (9,180) **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 ECO International LLC, Docket Number RCRA-02-2015-7101***. 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 the payment by EFT, Respondent shall then provide the following information to its remitter bank for the payment:

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: **ECO International LLC**

g. Case docket number: **RCRA-02-2015-7101**

2. Payment in full shall be received (if made by check) or effected (if implemented by EFT) within forty-five (45) calendar days[2] of the effective date of this CA/FO. If Respondent makes payment by cashier's check or certified check, then such check shall be *received* at the above-listed address on or before the date specified. If Respondent makes payment by the EFT method, then the EFT shall be *received* on or before the date specified.

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
Office of 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 pay in full within the time period set forth above may result in referral of this matter for collection to either the United States Department of Justice or the United States Department of the Treasury.

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[2] Hereinafter, the term "days" is intended to be construed as referring to calendar days.

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) 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 such 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. To the extent not already performed, for any solid waste remaining at the Hallstead facility or the Vestal facility as of the effective date of this CA/FO, Respondent shall perform (or have a third-party perform on its behalf) a hazardous waste determination in accordance with applicable law.

8. Respondent shall perform and complete (or shall have a third party, acting on its behalf, perform and complete) the following tasks within the respective time frames set forth below in this paragraph, and otherwise agrees to abide (or, if a third-party, shall have such third party agree to abide) by the following:

a) To the extent it has not already done so, Respondent shall immediately (*i.e.* as of the effective date of this CA/FO; the term "immediately" shall be hereinafter used as so defined) transfer and remove all crushed leaded glass from Quonset huts at the Hallstead facility for off-site shipment, but, if for any reason this shipping activity does not occur immediately and such huts continue to store any crushed leaded glass that constitutes hazardous waste, then Respondent shall immediately take timely and appropriate preventive measures to preclude unauthorized access to the Quonset huts at the Hallstead facility;

b) To the extent it has not already done so, Respondent shall, within 30 days of the effective date of this CA/FO, commence (and, if it has already commenced, Respondent shall then continue) to sort its entire remaining stock of crushed CRT glass into the following three groupings of waste streams: **(1)** no-lead panel glass, **(2)** low-lead panel glass, and **(3)** glass constituting hazardous waste (which would include funnel glass, fines, frit and other mixed glass);

c) In Respondent carrying out the tasks of sub-paragraph "b" of this paragraph, any CRT glass that constitutes hazardous waste remaining at the Hallstead

facility shall, after October 6, 2015, be consolidated in bins inside the warehouse for shipment to a proper disposal facility;

d) Any areas where hazardous waste is placed in accordance with sub-paragraph "c" of this paragraph (including any bins in such areas) shall be labeled with prominent signs and lettering indicating that the contents therein consist of hazardous waste;

e) Notwithstanding any prior provision of this CA/FO, within no later than 90 days of the effective date of this CA/FO, Respondent shall (to the extent it has not already done so) commence sending off-site the hazardous waste stored and accumulated at the Hallstead facility (and if any hazardous waste is still stored or accumulated there, at the Vestal facility) to a licensed/permitted RCRA treatment, storage or disposal ("TSD") facility for the management and disposal of such waste in accordance with all applicable law; and

f) Notwithstanding any other provision in this CA/FO, Respondent shall complete by November 30, 2015, the off-site removal of all hazardous waste CRT glass (except residue from the CRT glass, which shall be removed by June 30, 2016) from the Hallstead facility by sending such waste to a licensed/permitted TSD, provided however, that any such removal, handling, management, disposal or other measures involved in and subsequent to said removal fully comply with applicable RCRA law for such waste;

g) Notwithstanding any other provision in this CA/FO, Respondent shall complete by May 31, 2016, the off-site removal of all non-hazardous waste CRT glass (as described in sub-paragraph "b" of this paragraph) by sending such waste: **(i)** to a RCRA Subtitle D or state equivalent ("solid waste") management facility authorized to receive and dispose of solid waste; **(ii)** for reuse; and/or **(iii)** for recycling, provided however, that any such removal, handling, management, disposal or other measures involved in and subsequent to said removal fully comply with applicable RCRA law for such waste.

9. By no later than June 30, 2016, Respondent (or a third-party acting on its behalf) shall mop-clean those areas of the Hallstead facility where CRTs and other electronic waste had been accepted, broken, crushed, stored, accumulated or otherwise handled and managed, or where any residue of the CRT glass and other electronic waste had been found, to ensure any residue from the CRT glass has been removed (*e.g.*, fines and other residue on the floor from the prior handling and processing of CRTs in such areas and adjacent areas) and no visible contamination remains.

10. Commencing no later than sixty (60) days after the effective date of this CA/FO Respondent shall submit status reports to EPA on the progress being made to implement the

provisions set forth in each of the applicable sub-paragraphs of paragraph 8 of this section. Such reports shall include proper documentation to confirm and verify the information Respondent has reported to EPA, including proper documentation attesting to the extent to which broken and/or crushed CRT glass and CRTs have been removed from the Hallstead facility and managed in accordance with applicable RCRA requirements (including, at a minimum, the quantity of the lead glass in pounds for each shipment, the name and address of the destination facility(ies) for each shipment, and the date of each shipment).

11. Respondent shall continue to provide EPA with status reports pursuant to paragraph 13 of this section every sixty (60) days after the date submission of the initial status report is required hereunder until such time as Respondent has complied with all requirements of this CA/FO and so certifies to EPA.

12. Upon prior written notice, EPA might require Respondent to provide to it additional or supplementary status reports with regard to Respondent carrying out the obligations and requirements set forth in this CA/FO.

13. With regard to the any off-site transport of the hazardous waste to a licensed/permitted TSD (sub-paragraph "f" of paragraph 8 of this section, above), each shipment of such waste shall be accompanied by a hazardous waste manifest as required by applicable law, and Respondent shall provide to EPA with a print-out, or electronic version thereof, such as an Xcel spreadsheet file, listing all manifest shipping activity data, including but not limited to manifest number, shipping date, quantities of waste shipped for each manifest, and date of receipt of shipment by a licensed/permitted TSDF.

14. Respondent shall maintain for three (3) years from the date of creation a copy of all of the aforementioned documentation pertaining to the transport and disposal of hazardous waste. If Respondent is dissolved, such documentation shall be maintained for the remaining portion of the three (3) years by a current principal official(s) of Respondent.

15. Unless Respondent obtains a RCRA permit therefor, Respondent shall not treat, dispose of or store hazardous waste at the Hallstead facility or the Vestal facility except as provided herein or otherwise specifically provided by and in accordance with applicable law, nor shall Respondent resume or begin anew receiving and accepting CRTs and all other electronic waste at the Vestal facility or the Hallstead facility unless in full compliance with applicable solid and hazardous waste law.

16. To the extent not otherwise inconsistent with or otherwise provided by any provision of this CA/FO, within thirty (30) calendar days of the effective date of this Compliance Order, Respondent shall comply with all other applicable Federal and State/Commonwealth regulatory requirements for hazardous waste generators, including those provisions for the on-site storage of hazardous waste by the generator of such waste, that apply to the Vestal facility and the Hallstead facility.

17. To the extent not specifically provided herein, Respondent shall handle and manage all CRTs, broken and/or crushed CRT glass and other e-waste in accordance with applicable hazardous waste requirements and prohibitions, and, to the extent such handling and managing is carried out by a third party acting on behalf of Respondent, Respondent shall ensure that such third party does so in accordance with applicable hazardous waste requirements and prohibitions.

18. This CA/FO is not intended, and shall not be construed, to waive, extinguish or otherwise affect Respondent's obligations and responsibilities (or any third party acting on behalf of Respondent) to comply with all applicable Federal, State/Commonwealth and local law and regulations (requirements and prohibitions) governing the generation, handling, treatment, storage, transport and disposal of hazardous waste (hereinafter, "the management") at, in or from the Vestal facility or the Hallstead facility.

19. Unless expressly provided for herein, nothing in this CA/FO is intended to or to be construed as pre-empting, superseding, staying or otherwise negating any provision (requirement or prohibition) of applicable Federal, State/Commonwealth and local 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 Federal, State/Commonwealth and local laws and regulations.

20. For Respondent's failure (or the failure of any third party acting on Respondent's behalf for purposes of implementing the provisions of this CA/FO) to comply with the provisions of paragraphs 8 and 9 of this section, Respondent shall pay stipulated penalties that shall accrue per violation per day for each violation:

PENALTY PER DAY	PERIOD OF NON-COMPLIANCE
$100	1st day through the 30th day
$1,000	31st day through the 60th day
$5,000	Every day after the 60th day of non-compliance

21. Stipulated penalties shall accrue simultaneously for violations of each requirement (or prohibition) set forth in this section.

22. Stipulated penalties as provided for in paragraph 20 of this section shall begin to accrue on the day when, pursuant to this CA/FO, a designated event(s) is scheduled to have been completed but has not been completed, and shall continue to accrue until performance is

satisfactorily completed. Unless Respondent provides EPA with a writing pursuant to the paragraph below, all stipulated penalties shall be due and payable within thirty (30) days of Respondent's receipt from EPA of a written demand for payment of the penalties. The method of payment shall be in accordance with the provisions of paragraph 1 of this section, above. Interest and a late payment handling charge will be assessed in the same manner and in the same amounts as specified in paragraph 5 of this section, above. Penalties shall accrue as provided above without regard to whether EPA has notified Respondent of the violation(s) or made a demand for payment therefor, but need only be paid upon demand.

23. After receipt from EPA of a demand for payment of stipulated penalties pursuant to paragraph 22 of this section, above, Respondent shall have twenty (20) days in which to provide EPA with a written explanation of why it believes that a stipulated penalty is not due and owing or appropriate for the cited violation(s) of this CA/FO (including any technical, financial or other information that Respondent deems relevant).

24. EPA may, in the exercise of its sole discretion, reduce or waive any stipulated penalty due and owing under this CA/FO if Respondent has in writing demonstrated to EPA's satisfaction good cause for its failure to comply with any of the provisions with which Respondent must comply as set forth in paragraphs 8 and 9 of this section. If, after review of Respondent's submission pursuant to the paragraph 23 of this section, EPA denies same, EPA will notify Respondent in writing of its determination of the specific provision(s) with which Respondent has failed to comply, and said notification will inform Respondent that it shall pay either the full amount of the stipulated penalty(ies) or a reduced amount of the stipulated penalty(ies). Respondent shall pay the stipulated penalty(ies) amount indicated in EPA's notice within thirty (30) days of receipt of said notice.

25. In addition to the authority given EPA in paragraph 24 of this section, EPA may *sua sponte*, in the exercise of its sole discretion, reduce or waive any stipulated penalty(ies) otherwise due and owing under this CA/FO.

26. Failure of Respondent to pay any stipulated penalty demanded by EPA pursuant to this CA/FO may result in referral of this matter to the United States Department of Justice or the United States Department of the Treasury for collection.

27. The stipulated penalty(ies) provided in this CA/FO for any failure(s) by Respondent to comply with any provision(s) of paragraphs 8 and 9 of this section, shall be in addition to any other remedies or sanctions available to EPA (or the United States on behalf of EPA) provided for by applicable law. Demand for payment of a stipulated penalty(ies) and/or payment thereof is/are not intended or not to be construed as waiving, prejudicing or otherwise affecting the availability of any such remedy or sanction for any such violation(s) under applicable law.

28. For any sorting of crushed mixed glass that takes places on premises of the Vestal facility or the Hallstead facility, Respondent shall ensure that such sorting is done in compliance

with applicable requirements of the Occupational and Safety Health Administration and in compliance with any other applicable federal, State/Commonwealth or local law for the protection of the health and safety of the employees at such facility(ies).

29. For any sorting of crushed mixed glass that takes places on the premises of the Vestal facility or the Hallstead facility, Respondent shall ensure that appropriate measures be implemented to minimize the generation and off-site migration of any lead contaminated dust or particulates.

30. For all document, statements or reports Respondent submits to EPA pursuant to the provisions of this CA/FO, 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 ECO International LLC 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.

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

Ronald Voelkel, Geologist
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

32. EPA reserves the right to inspect without notice the Hallstead facility and/or the Vestal facility during normal business hours to ascertain, *inter alia*, Respondent's compliance with the terms and conditions of this CA/FO and with applicable RCRA provisions (including regulations promulgated thereunder).

33. 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:

Mr. John W. Matthews
ECO International LLC
320 North Jensen Road
Vestal, New York 13850.

34. Respondent has read this Consent Agreement, understands its terms, consents to carrying out its obligations and responsibilities thereunder, 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.

35. This Consent Agreement is being voluntarily and knowingly entered into by the parties to resolve the administrative claims set forth in the "EPA Findings of Fact," above, and in the "EPA Conclusions of Law," above, and such claims shall be resolved upon Respondent making full payment of the penalty amount in total (including any interest, late charges and stipulated penalties) and otherwise carrying out the provisions of this CA/FO. Notwithstanding any other provision in this CA/FO, nothing herein shall affect the right of the EPA (or the United States acting on behalf of EPA) to pursue appropriate injunctive or otherwise seek equitable relief or criminal sanctions for any conditions at such facilities or for any violation(s) of law resulting from or pertaining to Respondent's operation of the Vestal facility or the Hallstead facility.

36. Respondent hereby waives its right to obtain any hearing or other administrative or judicial review of this CA/FO or any part thereof.

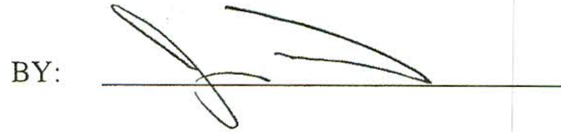
37. No statement contained in this CA/FO is intended to be or is to be construed as an admission of liability by Respondent in any adjudicatory or administrative proceeding, except in an action, suit or proceeding to enforce the provisions of this CA/FO.

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

39. 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.

In re ECO International LLC ,
Docket Number RCRA-02-2015-7101

RESPONDENT:

BY: 

NAME: John Matthews

TITLE: Managing Partner

DATE: 9/25/15

COMPLAINANT: BY: ____________________

Dore LaPosta, Director PATRICK FORAN FOR DORE LAPOSTA
Division of Enforcement and Compliance Assistance
U.S. Environmental Protection Agency - Region 2

DATE: SEPTEMBER 30, 2015

In re ECO International LLC ,
Docket Number RCRA-02-2015-7101

FINAL ORDER

The Regional Administrator of EPA, Region 2 concurs in the foregoing Consent Agreement in the case of *In the Matter of ECO International LLC,* bearing Docket Number RCRA-02-2015-7101. 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: Sept 30, 2015
New York, New York

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

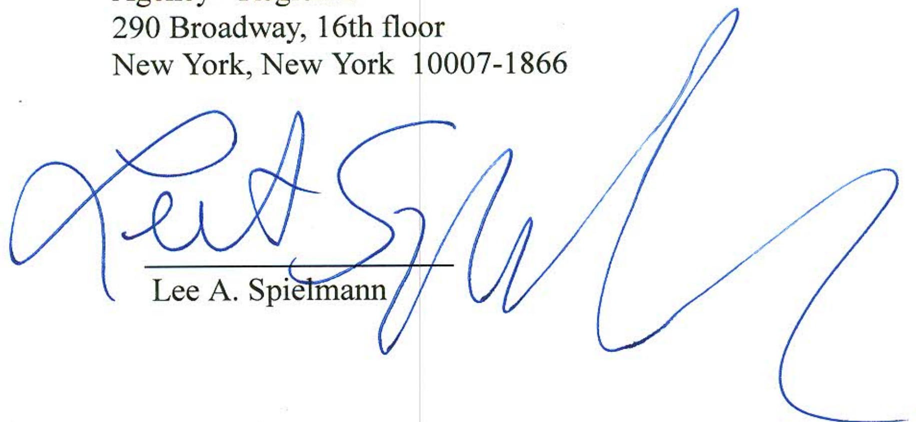
In re 38 ECO International LLC
Docket No. RCRA-02-2015-7101

CERTIFICATE OF SERVICE

I 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 Region Administrator of the United States Environmental Protection Agency, Region 2, on September 30, 2015, in the above-referenced administrative enforcement 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: September 30, 2015
New York, New York

Lee A. Spielmann