

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION IX

** FILED **

27MAY2016 - 01:01PM

In the matter of)
) U.S. EPA Docket No.
) RCRA 09-2015-0011
CLEAN HARBORS)
)
BUTTONWILLOW, L.L.C.,) CONSENT AGREEMENT
) AND FINAL ORDER
)
)
)
)
)
)
Respondent.)

U.S.EPA - Region 09

CONSENT AGREEMENT

A. PRELIMINARY STATEMENT

1. This is a civil administrative enforcement action that was instituted pursuant to Section 3008(a)(1) of the Resource Conservation and Recovery Act ("RCRA") as amended, 42 U.S.C. § 6928(a)(1), and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation /Termination or Suspension of Permits, Title 40 of the Code of Federal Regulations ("40 CFR") Part 22. Complainant is the United States Environmental Protection Agency, Region IX ("EPA"). Respondent is Clean Harbors Buttonwillow, L.L.C. ("CHB"). The Complaint in this matter was filed by EPA under EPA Docket No. RCRA 09-2015-0011 on September 30, 2015.

2. In October of 2010, EPA inspectors conducted an on-site RCRA Compliance Evaluation Inspection at CHB's hazardous waste treatment, storage and disposal facility located near Buttonwillow, CA, which is the subject of this action (the "Facility"). Based on the findings EPA made during the inspection and additional information obtained subsequent to the inspection, EPA alleged that CHB had violated certain requirements of the authorized hazardous waste program in California and certain conditions of the State-issued hazardous waste permit for the Facility.

3. A prior Consent Agreement and Final Order (“CAFO”) under EPA Docket No. RCRA 09-2015-0012 resolved other alleged violations identified in the 2010 inspection. This CAFO addresses the violations alleged in EPA’s September 30, 2015 Complaint under EPA Docket No. RCRA 09-2015-0011.
4. The parties now desire to settle this matter and have negotiated this Consent Agreement in good faith with the intention of resolving all outstanding issues in this proceeding.
5. This CAFO, pursuant to 40 CFR §22.18(b)(2), concludes this proceeding, which was initiated by EPA’s Complaint and in which EPA alleged that CHB failed to comply with specified requirements of Title 22 of the California Code of Regulations (“22 CCR”) and certain conditions of CHB’s State-issued hazardous waste permit. The parties agree that this settlement is consistent with the provisions and objectives of RCRA, the authorized California Hazardous Waste Management Program and applicable regulations.

B. ADMISSIONS AND WAIVERS OF RIGHTS

6. CHB admits and agrees that the EPA Administrator and Region IX Administrator have jurisdiction and authority over the subject matter of the action commenced in the Complaint and over CHB pursuant to Section 3008 of RCRA, 42 U.S.C. § 6928, and 40 CFR §§ 22.4 and 22.37. Further, for the purposes of this proceeding, CHB admits to the jurisdictional allegations of facts and law set forth in the Complaint in this matter. CHB consents to and agrees not to contest EPA’s jurisdiction and authority to enter into and issue this CAFO and to enforce its terms. Further, CHB will not contest EPA’s jurisdiction and authority to compel compliance with this CAFO in any enforcement proceedings, either administrative or judicial, or to impose sanctions for violations of this CAFO.
7. CHB neither admits nor denies any allegations of fact or law set forth in the Complaint. CHB hereby waives any rights it may have to contest the allegations set forth in the Complaint, waives any rights it may have to a

hearing on any issue relating to the factual allegations or legal conclusions set forth in the Complaint, including without limitation a hearing pursuant to Section 3008(b) of RCRA, 42 U.S.C. § 6928(b) and hereby consents to the issuance of this CAFO without adjudication. In addition, CHB hereby waives any rights it may have to appeal the Final Order attached to this Consent Agreement and made part of this CAFO.

C. TERMS OF SETTLEMENT

8. CHB consents to the conditions of this agreement, including the performance of the tasks set forth in this CAFO in accordance with the timeframes set forth herein. Subject to EPA's reservation of rights under Paragraph 33 of this CAFO and 40 CFR § 22.18(c), the parties agree that CHB's performance of the Conditions of Settlement set forth in Section E, including the certification required under Paragraph 14.i., below, shall resolve EPA's request for injunctive relief set forth in the Complaint. CHB also consents to the assessment of a civil penalty of NINETY THOUSAND DOLLARS (\$90,000.00). CHB's performance of the tasks described herein and payment of the foregoing civil penalty shall be in full satisfaction of all claims for civil penalties for the violations alleged in the Complaint. CHB must perform the tasks in accordance with the timeframes set forth in Section E and must pay the civil penalty in accordance with Section F within thirty (30) calendar days of the Effective Date of this CAFO. The Final Order attached hereto shall resolve the causes of action alleged in the Complaint in accordance with 40 CFR §22.31(a).

9. The aforesaid settlement amount was based upon EPA's consideration of the statutory factors of the seriousness of CHB's violations and any good faith efforts by CHB to comply with all applicable requirements as provided in RCRA Section 3008(a)(3), 42 U.S.C. § 6928(a)(3), and in accordance with the applicable provisions of the "June 2003 RCRA Civil Penalty Policy." Section 3008(g) of RCRA, 42 U.S.C. § 6928(g), as adjusted by 40 CFR Part 19, authorizes a civil penalty of up to THIRTY-SEVEN THOUSAND, FIVE HUNDRED DOLLARS (\$37,500.00) per day for violations of Subtitle C of RCRA, 42 U.S.C. § 6921 et seq., occurring after January 12, 2009.

D. PARTIES BOUND

10. This CAFO shall apply to and be binding upon CHB and its agents, successors and assigns and upon all persons acting under or for CHB, until such time as both the tasks set forth in the Conditions of Settlement under Section E have been completed and the civil penalty required under Section F has been paid.
11. No change in ownership or any other legal status relating to the Facility will in any way alter CHB's obligations and responsibilities under this CAFO.
12. CHB shall give prior notice of this CAFO to any successor in interest prior to transfer of ownership or operation of the Facility and shall notify EPA at least seven (7) days prior to such transfer until both the tasks set forth in the Conditions of Settlement under Section E have been completed and the civil penalty required under Section F has been paid.
13. The undersigned representative of CHB hereby certifies he or she is fully authorized to enter into this CAFO, to execute and to legally bind CHB to it.

E. CONDITIONS OF SETTLEMENT

14. As a condition of settlement, CHB consents to and agrees to perform the following tasks in accordance with the timeframes indicated below:
 - i. Quarterly Reports
 - a. Beginning no later than September 30, 2016, and at quarterly intervals thereafter (*i.e.*, by no later than December 31, March 31, June 30 and September 30), until completion of all tasks required by this CAFO, CHB shall submit Quarterly Reports to EPA and DTSC providing an update on the status of the performance of the tasks set forth in this Section E of this CAFO.

- b. CHB's 1st Quarterly Report shall identify the primary consultant or contractor, along with their qualifications, retained to develop CHB's Land Disposal Restrictions ("LDR") Verification Program, as described below.
- c. CHB's final Quarterly Report shall include the following certification:

"By signing this Report, CHB without admitting or denying any allegation of fact or law, certifies that CHB is in full compliance with all of the statutory, regulatory and permit requirements that formed the basis for the violations alleged in the US EPA Complaint Docket No. RCRA 09-2015-0011. This certification of compliance is based upon true, accurate, and complete information, which the signatory can verify personally or regarding which the signatory has inquired of the person or persons directly responsible for gathering the information."

- d. To the extent that EPA provides comments on any Quarterly Report submitted by CHB in accordance with this Paragraph, CHB shall address such comments within at least one of the next two immediately subsequent Quarterly Reports after CHB's receipt of such comments.
- ii. Within sixteen (16) months of the Effective Date of this CAFO:
 - a. CHB shall submit to EPA and DTSC a description of its new program for confirming that LDR treatment standards are met in accordance with Title 22 of the California Code of Regulations ("22 CCR") Section 66268.40, (the "new LDR Verification Program"), including:
 - 1) An overall description of the new LDR Verification Program, including:

- A. the process used to verify the consistency of each generator's restricted hazardous waste-stream;
 - B. the considerations that will be taken into account in determining the optimal recipe for each waste stream such as the length of time mixing occurs, batch size, and/or the types and amounts of reagent used;
 - C. the process used to optimize the treatment recipes for each such waste-stream;
 - D. identification of the number of consecutive batches of each specific hazardous waste-stream that will be tested to verify that the treatment of the waste-stream by a specific recipe is successful in meeting applicable LDR standards; and
 - E. identification of any hazardous waste-stream(s) or categories of hazardous waste-streams for which batched analysis of the effectiveness of specific treatment recipes may not be appropriate, thereby necessitating that each such batch continue to be tested for post-treatment LDR verification; and
- 2) A final report prepared by the consultant or contractor retained by CHB under paragraph 14.i.b. to develop the new LDR Verification Program. The report shall include among other things a discussion of the percentage of treated wastes that are anticipated, on an annual basis, to meet applicable LDR treatment standards without need for retreatment; and
- 3) Copies of proposed Standard Operating Procedures ("SOPs") that CHB intends to use in order to implement the new LDR Verification Program including:

- A. SOPs relating to the re-evaluation of the effectiveness of treatment recipes, and specific hazardous waste-stream profiles on an annual basis;
 - B. SOPs for re-evaluation of treatment recipes that do not achieve applicable LDR standards for specific hazardous wastes and for adjustment of the number of consecutive batches of each hazardous waste that will be tested to verify compliance with applicable LDR standards;
 - C. SOPs relating to the effective tracking of treated waste from treatment to disposal;
 - D. SOPs relating to the prioritization of re-treatment of any batch of treated hazardous waste for which LDR standards have not been met after treatment; and
 - E. Treatment protocol(s) for any hazardous waste-stream(s) or categories of hazardous waste-streams for which batched analysis of the effectiveness of specific treatment recipes may not be appropriate, thereby necessitating that each such batch continue to be tested for post-treatment LDR verification; and
- 4) The identification of any proposed changes to the Facility's existing Waste Analysis Plan ("WAP") and any other changes to the Facility's existing hazardous waste permit and/or application that will be necessary to implement the new LDR Verification Program.
- b. CHB shall submit to EPA and DTSC a description of any local, State and federal approvals necessary to implement the new LDR Verification Program and the estimates of the time frames

involved in securing such approvals. The description shall include information regarding whether existing hazardous waste permit application(s) will be modified and whether any specific hazardous waste permit modifications will be requested.

c. CHB shall submit to EPA and DTSC:

1) A description of CHB's planned RCRA-compliant area outside the footprint of any land-based disposal unit at the Facility for holding treated hazardous waste pending receipt of sampling results demonstrating LDR standards are met (the "RCRA-compliant LDR Verification Area");

2) A description of any local, State and federal approvals necessary to construct the RCRA-compliant LDR Verification Area outside the footprint of any land-based disposal unit at the Facility. The description shall include information regarding whether any existing hazardous waste permit application(s) will be modified and whether any specific hazardous waste permit modifications will be requested;

3) Estimates of the time frames involved in securing such approvals;

4) An estimate of the time frame involved, once the necessary approvals have been secured, for the physical construction of such an area; and

5) An estimate of the time frame involved, once construction is complete, in transitioning all treated waste awaiting LDR verification to such an area.

d. To the extent that EPA provides written comments to CHB on any of the materials to be submitted in accordance with this

Paragraph 14.ii., CHB, where directed, shall revise and resubmit the material(s) to address such comments from EPA within 90 days of CHB's receipt of the comments.

- iii. Within thirty (30) months of the Effective Date of this CAFO:
 - a. CHB shall complete the submission of any local, State and federal requests for approvals necessary to implement its proposed LDR Verification Program and, at the time of submittal, provide a copy of each submittal to the EPA addressee identified in Paragraph 16, below; and
 - b. CHB shall complete the submission of any local, State and federal requests for approvals necessary to construct and only hold treated waste at the Facility in a RCRA-compliant LDR Verification Area outside the footprint of any land-based disposal unit and, at the time of submittal, provide a copy of each submittal to the EPA addressee identified in Paragraph 16, below.
- iv. Within six (6) months of receiving all necessary local, State and federal approvals referenced in Paragraph 14.iii.a., above, unless a different time period is mandated by any such approval, CHB shall begin waste treatment verification under its approved LDR Verification Program.
- v. Within six (6) months of receiving all necessary local, State and federal approvals referenced in Paragraph 14.iii.b., above, unless a different time period is mandated by any such approval, CHB shall:
 - (1) cease holding treated waste pending LDR verification within the footprint of any land-based disposal unit; and
 - (2) shall hold such treated waste in the approved/permitted, RCRA-compliant LDR Verification Area.

15. Quarterly Reports and all other submittals to EPA or to DTSC required under this Section E may be transmitted via email to the addressee identified in Paragraph 16, below, within the required timeframe, or a hard copy of the Quarterly Report or other submittal may be sent by mail or other reliable courier service, post-marked by the applicable date. Where submittals are emailed, a hard copy shall also be mailed within 30 days of the relevant due date.
16. CHB shall submit Quarterly Reports and all other submittals to EPA required under this Section E, and, where required, to DTSC, to the following addressees:

Richard Francis (ENF 2-2)
Enforcement Division
U.S. Environmental Protection Agency - Region IX
75 Hawthorne Street
San Francisco, CA 94105
(415) 972-3342
Francis.Richard@epa.gov

and

Scott Ward
Sacramento Field Office
California Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, 95826-3200
(916) 255-3581
Scott.Ward@dtsc.ca.gov

F. PAYMENT OF CIVIL PENALTY

17. CHB consents to the assessment of and agrees to pay a civil penalty of NINETY THOUSAND DOLLARS (\$90,000.00).

18. CHB shall submit payment of the NINETY THOUSAND DOLLARS (\$90,000.00) civil penalty within thirty (30) calendar days of the Effective Date of this CA/FO in accordance with one of the options set forth below:

i. A check sent by regular U.S. Postal Service mail should be made payable to the "Treasurer, United States of America" and addressed to:

US Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
PO Box 979077
St. Louis, MO 63197-9000

ii. Wire transfers should be directed to the Federal Reserve Bank of New York as follows –

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York NY 10045

Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental Protection Agency."

iii. A check sent by overnight mail should be payable to the "Treasurer, United States of America" and addressed to:

U.S. Bank
1005 Convention Plaza
Mail Station SL-MO-C2GL
St. Louis, MO 63101

iv. If using ACH (also known as REX or remittance express):

Automated Clearinghouse ("ACH") for receiving US currency
PNC Bank
808 17th Street, NW
Washington, DC 20074
Contact – Jesse White 301-887-6548
ABA = 051036706
Transaction Code 22 – checking
Environmental Protection Agency
Account 310006
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- v. An On Line Payment Option is available through the Dept. of Treasury. This payment option can be accessed from the information below:

WWW.PAY.GOV
Enter sfo 1.1 in the search field
Open form and complete required fields.

- 19. At the time payment is so made, a copy of the check or other form of payment or evidence thereof shall be sent to each of the following Region IX addresses:

Regional Hearing Clerk (ORC-1)
U.S. Environmental Protection Agency - Region IX
75 Hawthorne Street
San Francisco, CA 94105

and

Richard Francis (ENF 2-2)
Enforcement Division
U.S. Environmental Protection Agency - Region IX
75 Hawthorne Street
San Francisco, CA 94105
Francis.Richard@epa.gov

20. All payments shall indicate the name of the Facility, EPA identification number of the Facility, CHB's name and address, and the EPA docket number of this action.
21. In accordance with the Debt Collection Act of 1982 and U.S. Treasury directive (TFRM 6-8000), payment must be received in accordance with the due date set forth in Section F of this CAFO to avoid additional charges. If payment is not received by the due date, interest will accrue on the amount due from the due date at the current rate published by the United States Treasury as described at 40 CFR § 13.11. A late penalty charge of \$15.00 will be imposed after thirty (30) calendar days with an additional \$15.00 charge for each subsequent thirty (30) day period. A 6% per annum penalty will further apply on any principal amount not paid within ninety (90) calendar days of the due date. CHB will also be liable for stipulated penalties as set forth below for payment not received by the due date.

G. DELAY IN PERFORMANCE/STIPULATED PENALTIES

22. In the event CHB fails to submit the payment to EPA by the time required in Section F of this CAFO, CHB shall pay stipulated penalties up to FIVE HUNDRED DOLLARS (\$500.00) per day for the first to fifteenth day of delay, up to ONE THOUSAND DOLLARS (\$1,000.00) per day for the sixteenth to thirtieth day of delay, and up to FIFTEEN HUNDRED DOLLARS (\$1,500.00) per day for each day of delay thereafter.
23. In the event CHB fails to submit a Quarterly Report to EPA by the time required in Section E of this CAFO, CHB shall pay stipulated penalties up to FIVE HUNDRED DOLLARS (\$500.00) per day for each day of delay.

24. Except for the submittal of Quarterly Reports, in the event CHB fails to perform any of the tasks described in Section E of this CAFO by the time required as set forth in Paragraph 14, unless excused under Section J (Force Majeure), CHB shall pay stipulated penalties up to ONE THOUSAND DOLLARS (\$1000.00) per day for the first to fifteenth day of delay, up to TWO THOUSAND DOLLARS (\$2,000.00) per day for the sixteenth to thirtieth day of delay, and up to FIVE THOUSAND DOLLARS (\$5000.00) per day for each day of delay thereafter.
25. All penalties shall begin to accrue on the date that performance is due or a violation occurs, and shall continue to accrue through the final day of correction of the noncompliance or completion of the activity. Nothing herein shall prevent the simultaneous accrual of separate penalties for separate violations.
26. All penalties owed to EPA under this Section shall be due within thirty (30) days of receipt of a written demand by EPA for such penalties. Such demand shall describe the noncompliance and shall indicate the amount of penalties due. Interest at the current rate published by the United States Treasury, as described at 40 CFR § 13.11, shall begin to accrue on the unpaid balance at the end of the thirty (30) day period. Unless EPA directs payments pursuant to this CAFO to a different address, any stipulated penalty payment shall be made in accordance with one of the options set forth in Section F, above.
27. Notwithstanding any other provision of this Section, EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this CA/FO.
28. At the time any penalties owed to EPA under this Section are paid, a copy of the check or other form of payment or evidence thereof shall be sent to EPA in accordance with Paragraph 19, above.

29. All payments shall indicate the name of the Facility, EPA identification number of the Facility, CHB's name and address, and the EPA docket number of this action.
30. The payment of stipulated penalties shall not alter in any way CHB's obligation to complete the performance required hereunder.
31. The stipulated penalties set forth in this Section do not preclude EPA from pursuing any other remedies or sanctions which may be available to EPA by reason of CHB's failure to comply with any of the requirements of this CAFO.

H. RESERVATION OF RIGHTS

32. EPA expressly reserves all rights and defenses that it may have.
33. EPA hereby reserves all of its statutory and regulatory powers, authorities, rights and remedies, both legal and equitable, including the right, where warranted, to require that CHB perform tasks in addition to those required by this CAFO. EPA further reserves all of its statutory and regulatory powers, authorities, rights and remedies, both legal and equitable, which may pertain to CHB's failure to comply with any of the requirements of this CAFO, including without limitation, the assessment of penalties under Section 3008(c) of RCRA, 42 U.S.C. § 6928(c).
34. This CAFO shall not be construed as a covenant not to sue, release, waiver or limitation of any rights, remedies, powers or authorities, civil or criminal, which EPA has under RCRA, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended ("CERCLA"), or any other statutory, regulatory or common law enforcement authority of the United States.
35. Compliance by CHB with the terms of this CAFO resolves CHB's liability for Federal civil penalties for the violations and facts alleged in the Complaint but does not relieve CHB of its obligations to comply with

RCRA or any other applicable local, California, or federal laws and regulations.

36. The entry of this CAFO and CHB's consent to comply shall not limit or otherwise preclude EPA from taking additional enforcement actions should EPA determine that such actions are warranted except as it relates to CHB's liability for federal civil penalties for the specific alleged violations and facts as set forth the Complaint in this matter. Such actions may be warranted, for example, if any of the necessary approvals referenced in Paragraph 14.iii. are denied despite CHB's good faith or the exercise of CHB's best efforts to obtain such approvals.
37. This CAFO is not intended to be nor shall it be construed as a permit. This CAFO does not relieve CHB of any obligation to obtain and comply with any local, California, or federal permits.
38. The penalties specified in this CAFO shall represent civil penalties assessed by EPA and shall not be deducted by CHB or any other person or entity for federal, state or local taxation purposes.

I. OTHER CLAIMS

39. Nothing in this CAFO shall constitute or be construed as a release from any other claim, 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 the Facility.

J. FORCE MAJEURE

40. If the time for performance of any obligation of this CAFO is affected by a force majeure event, CHB shall notify EPA in writing within 10 days of the delay or CHB's knowledge of the anticipated delay, whichever is earlier. The notice shall be transmitted to the addressee identified in Paragraph 16,

above, and shall describe in detail the anticipated length of the delay, the precise cause or causes of the delay, the measures taken and to be taken by CHB to prevent or minimize the delay and the timetable by which those measures will be implemented. Failure by CHB to comply with the notice requirements of this Paragraph shall render this Paragraph void and of no effect as to the particular incident involved and constitute a waiver of CHB's right to request an extension of its obligation under this CAFO based on such incident.

41. EPA will notify CHB in writing of the length of the extension for performance of the obligation affected by the force majeure event and the time for performance shall be extended by EPA for such time as is necessary to accommodate the delay caused by the event. An extension of the time for performance of an obligation affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation of this CAFO. If EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, EPA will notify CHB in writing of its decision and any delays in the performance of the obligations shall not be excused.
42. For purposes of this CAFO, "force majeure" is defined as any event arising from causes which are beyond the control of CHB, of any entity controlled by CHB, or of CHB's contractor(s) that delays or prevents the performance of any obligation of this CAFO, despite CHB's best efforts to fulfill the obligation. The requirement that CHB exercise "best efforts to fulfill the obligation" includes using best efforts to anticipate any potential force majeure event and best efforts to address the effects of any such event (a) as it is occurring and (b) after it has occurred to prevent or minimize any resulting delay to the greatest extent possible. "Force majeure" does not include CHB's financial inability to perform any obligation of this CAFO.

J. MISCELLANEOUS

43. This CAFO may be amended or modified only by written agreement executed by both EPA and CHB.

44. The headings in this CAFO are for convenience of reference only and shall not affect interpretation of this CAFO.
45. Each of the parties will bear its own costs and expenses (including legal fees and expenses) incurred in connection with this proceeding and this CAFO.
46. The Effective Date of this CAFO is the date the CAFO, once signed by the Regional Judicial Officer, is filed with the Regional Hearing Clerk.

IT IS SO AGREED.

May 25, 2016
Date

William F. Connors
William F. Connors, Senior Vice President,
Compliance
Clean Harbors Buttonwillow, L.L.C.

May 27, 2016
Date

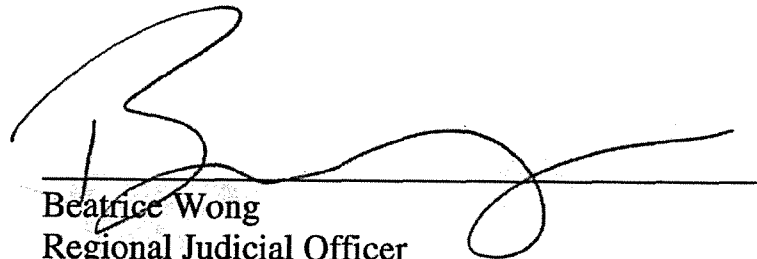
Kathleen Johnson
Kathleen Johnson, Director
Enforcement Division
U.S. Environmental Protection Agency, Region IX

FINAL ORDER

IT IS HEREBY ORDERED that this Consent Agreement and Final Order (U.S. EPA Docket No. RCRA-09-2015-0011) be entered and that CLEAN HARBORS BUTTONWILLOW, L.L.C.: (1) perform the tasks outlined in Section E of this Consent Agreement and Final Order in accordance with the timeframes set forth therein; and (2) pay a civil penalty of NINETY THOUSAND DOLLARS (\$90,000.00) in any of the manners outlined in Section F of this Consent Agreement and Final Order within thirty (30) calendar days of the Effective Date of this Consent Agreement and Final Order. A notice of payment and a copy of the check or other form of payment shall be sent to the EPA Region IX addresses specified in Section F of this Consent Agreement and Final Order at the time payment is made.

This Final Order, once signed, shall be effective immediately upon it being filed with the Regional Hearing Clerk.

May 27, 2016
Date

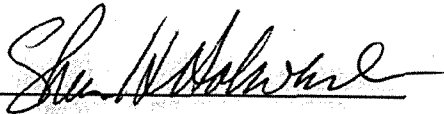

Beatrice Wong
Regional Judicial Officer
United States Environmental Protection Agency,
Region IX

CERTIFICATE OF SERVICE

I certify that the original of the fully executed Consent Agreement and Final Order pursuant to 40 C.F.R. 22.13 and 22.18 (Docket No. RCRA-09-2015-0011) against Clean Harbors Buttonwillow was filed this day with the Regional Hearing Clerk, U.S. EPA, Region IX, 75 Hawthorne Street, San Francisco, CA 94105, and that a true and correct copy of the same was sent to Respondent at the following address:

Mr. William F. Connors
Senior Vice President, Compliance
Clean Harbors Buttonwillow, L.L.C.
42 Longwater Drive
Norwell, Massachusetts 02061

Certified Mail No. 7009 0520 0025 3714 2565

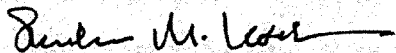


Sharon Holwerda
Regional Hearing Clerk
U.S. Environmental Protection Agency, Region IX

May 27 2016
Date

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Consent Agreement and Final Order dated May 27, 2016, was sent this day in the following manner to the addressees listed below:



5/27/2016

Sandra M. Lesch, Administrative Assistant
U.S. EPA, Region 9
Office of Regional Counsel
75 Hawthorne Street
San Francisco, CA 94105
Ph: 415-972-3454
Fx: 415-947-3570
lesch.sandra@epa.gov

Date

One PDF Copy of Original Document Uploaded to OALJ E-Filing System for both:

Sybil Anderson
Headquarters Hearing Clerk
U.S. EPA
Mail Code 1900R
1200 Pennsylvania Ave., NW
Washington, DC 20460-2001

And

Administrative Law Judge Christine Coughlin
Office of the Administrative Law Judges
U.S. EPA
Mail Code 1900R
1200 Pennsylvania Ave., NW
Washington, DC 20460-2001

One PDF Copy of Original Document Transmitted by E-Mail To:

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Four Embarcadero Center, Suite 2200
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San Francisco, CA 94126
margaret.rosegay@pillsburylaw.com