

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

_____	)	
UNITED STATES OF AMERICA,	)	
	)	
Plaintiff,	)	
	)	
v.	)	Civil No. 19-cv-4657
	)	
CLEAN HARBORS RECYCLING SERVICES	)	
OF CHICAGO, LLC, and	)	
CLEAN HARBORS RECYCLING SERVICES	)	
OF OHIO, LLC,	)	
	)	
Defendants.	)	
_____	)	

**CONSENT DECREE**

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**CONSENT DECREE**

WHEREAS Plaintiff the United States of America (“United States”), on behalf of the United States Environmental Protection Agency (“EPA”), has filed a complaint against Defendants Clean Harbors Recycling Services of Chicago, LLC (“Clean Harbors Chicago”) and Clean Harbors Recycling Services of Ohio, LLC (“Clean Harbors Ohio”) (collectively “Defendants”) concurrently with the lodging of this Consent Decree;

WHEREAS Clean Harbors Chicago and Clean Harbors Ohio own and operate hazardous waste treatment, storage, and disposal facilities at, respectively, 1445 West 42<sup>nd</sup> St., Chicago, Illinois (“Chicago Facility”) and 581 Milliken Dr., Southeast, Hebron, Ohio (“Hebron Facility”) (collectively, “Covered Facilities”);

WHEREAS the Complaint alleges that Clean Harbors Chicago violated Section 112 of the Clean Air Act (“CAA”), 42 U.S.C. § 7412, and 40 C.F.R. Part 63, Subpart DD (the National Emission Standards for Hazardous Air Pollutants from Off-Site Waste and Recovery Operations) (“OSWRO MACT”), as well as the following regulations applicable under the OSWRO MACT: 40 C.F.R. Part 61, Subpart V (National Emissions Standards for Equipment Leaks); 40 C.F.R. Part 63, Subpart H (National Emission Standards for Organic Hazardous Air Pollutants for Equipment Leaks); and 40 C.F.R. Part 60, Appendix A-7, Method 21.

WHEREAS the Complaint alleges that Clean Harbors Ohio violated Section 112 of the CAA, 42 U.S.C. § 7412, and the OSWRO MACT, as well as the following regulations applicable under the OSWRO MACT: 40 C.F.R. Part 63, Subpart A (General Provisions); and 40 C.F.R. Part 63, Subpart OO (National Emission Standards for Hazardous Air Pollutants for Tanks — Level 1);

WHEREAS Defendants do not admit any liability to the United States arising out of the transactions or occurrences alleged in the Complaint;

WHEREAS all of the tanks at the Chicago and Hebron Facilities are “Level 1” tanks as that term is used in the OSWRO MACT and 40 C.F.R. Part 63, Subpart OO;

WHEREAS the United States and Defendants (“Parties”) recognize, and this Court by entering this Consent Decree finds, that this Consent Decree has been negotiated by the Parties in good faith and will avoid litigation between the Parties, and that this Consent Decree is fair, reasonable, and in the public interest;

NOW, THEREFORE, before the taking of any testimony, without the adjudication or admission of any issue of fact or law except as provided in Section I, and with the consent of the Parties, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED as follows:

**I. JURISDICTION AND VENUE**

1. This Court has jurisdiction over the subject matter of this action pursuant to 28 U.S.C. §§ 1331, 1345, and 1355; and Section 113(b) of the CAA, 42 U.S.C. § 7413(b); and over the Parties. Venue lies in this District pursuant to Section 113(b) of the CAA, 42 U.S.C. § 7413(b), and 28 U.S.C. §§ 1391(b) and (c) and 1395(a). Defendants consent to the personal jurisdiction of this Court and waive any objection to venue in this District. For purposes of this Decree, or any action to enforce this Decree, Defendants consent to this Court’s jurisdiction over this Decree, over any action to enforce this Decree, and over Defendants.

2. For purposes of this Consent Decree, Defendants agree that the Complaint states claims upon which relief may be granted pursuant to Sections 112 and 113(b) of the CAA, 42 U.S.C. §§ 7412 and 7413(b).

3. Notice of the commencement of this action has been given to the States of Illinois and Ohio as required by Section 113(b) of the CAA, 42 U.S.C. § 7413(b).

## **II. APPLICABILITY**

4. The obligations of this Consent Decree apply to and are binding upon the United States and upon: (i) with respect to the Chicago Facility, Clean Harbors Chicago and any successors, assigns, and other entities or persons otherwise bound by law; and (ii) with respect to the Hebron Facility, Clean Harbors Ohio and any successors, assigns, and other entities or persons otherwise bound by law.

5. No transfer of ownership or operation of a Covered Facility, whether in compliance with the procedures of Paragraphs 5 or 6 or otherwise, shall relieve the Defendants of their obligations to ensure that the terms of this Consent Decree are implemented unless:

a. The transferee agrees in writing to: (i) undertake the obligations required by this Consent Decree with respect to the Covered Facility that is the subject of the transfer; and (ii) be substituted for the Applicable Defendant as a party under this Decree and thus be bound by the terms thereof; and

b. The United States consents to relieve the Applicable Defendant(s) of its (their) obligations. The United States may refuse to approve the substitution of the transferee for an Applicable Defendant if the United States determines that the proposed transferee does not have the technical ability and/or the financial means to comply with the applicable obligations of this Consent Decree. Disputes between an Applicable Defendant and the United States under this Subparagraph shall be resolved pursuant to Section IX (Dispute Resolution) of this Decree.

6. At least 30 days prior to the transfer of the ownership or operation of a Covered Facility, the Applicable Defendant shall provide a copy of this Consent Decree to the proposed

transferee and also shall provide written notice of the prospective transfer, together with a copy of the proposed written agreement between the Applicable Defendant and the prospective transferee, to EPA and the United States Department of Justice, in accordance with Section XIII (Notices) of this Decree. Any attempt to transfer ownership or operation of a Covered Facility without complying with Paragraphs 5 and 6 constitutes a violation of this Decree.

7. Defendants shall provide a copy of this Consent Decree to all officers, employees, and agents whose duties might reasonably include compliance with any provision of this Decree, as well as to any contractor retained to perform work required under this Consent Decree. The foregoing requirement may be satisfied by hard copy, electronic copy, or by providing on-line access. Defendants shall condition any contract upon performance of the work in conformity with the applicable terms of this Consent Decree.

8. In any action to enforce this Consent Decree, Defendants shall not raise as a defense the failure by any of its officers, directors, employees, agents, or contractors to take any actions necessary to comply with the provisions of this Consent Decree.

### **III. DEFINITIONS**

9. Terms used in this Consent Decree that are defined in the CAA or in federal and state regulations promulgated or authorized pursuant to the CAA shall have the meaning assigned to them in the CAA or such regulations, unless otherwise provided in this Decree. Whenever the terms set forth below are used in this Consent Decree, the following definitions shall apply:

a. “Applicable Defendant” shall mean: (i) for the Chicago Facility, Clean Harbors Chicago; and (ii) for the Hebron Facility, Clean Harbors Ohio.

- b. “Chicago Facility” shall mean the facility owned and operated by Clean Harbors Chicago and located at 1445 West 42<sup>nd</sup> St., Chicago, Illinois.
- c. “Chicago Tanks” shall mean the tanks listed in Appendix A.
- d. “Clean Harbors Chicago” shall mean Clean Harbors Recycling Services of Chicago, LLC.
- e. “Clean Harbors Ohio” shall mean Clean Harbors Recycling Services of Ohio, LLC.
- f. “Complaint” shall mean the Complaint filed by the United States in this action.
- g. “Consent Decree” or “Decree” shall mean this Consent Decree and all appendices attached hereto, but in the event of any conflict between the text of this Consent Decree and any Appendix, the text of this Consent Decree shall control.
- h. “Covered Facilities” shall mean the Chicago Facility and the Hebron Facility.
- i. “Date of Entry of this Consent Decree” or “Date of Entry” shall mean the Effective Date of this Consent Decree.
- j. “Date of Lodging of this Consent Decree” or “Date of Lodging” shall mean the date that the United States files a “Notice of Lodging” of this Consent Decree with the Clerk of this Court.
- k. “Day” shall mean a calendar day unless expressly stated to be a business day. In computing any period of time under this Consent Decree, where the last day would fall on a Saturday, Sunday, or federal or state holiday, the period shall run until the close of business of the next business day.

- l. “Defendants” shall mean Clean Harbors Chicago and Clean Harbors Ohio.
- m. “Effective Date” shall have the definition provided in Section XIV (Effective Date).
- n. “Emergency Vent” shall have the meaning of “safety device,” as defined in 40 C.F.R. § 63.901.
- o. “EPA” shall mean the United States Environmental Protection Agency and any of its successor departments or agencies.
- p. “Findings of Violations” shall mean the following findings of violations issued by EPA Region 5: EPA-5-17-OH-01 (January 12, 2017) (Hebron Facility); EPA-5-18-IL-06 (March 9, 2018) (Chicago Facility). Copies of the Findings of Violations are attached to this Consent Decree as Appendices D and E.
- q. “Hebron Facility” shall mean the facility owned and operated by Clean Harbors Ohio and located at 581 Milliken Dr. Southeast, Hebron, Ohio.
- r. “Hebron Tanks” shall mean the tanks listed in Appendix B.
- s. “LDAR” or “Leak Detection and Repair” shall mean the leak detection and repair activities required by any applicable “equipment leak” provisions of 40 C.F.R. Part 61 or 63.
- t. “LDAR Audit Commencement Date” or “Commencement of an LDAR Audit” shall mean the first day of the on-site inspection that accompanies an LDAR audit.
- u. “Method 21” shall mean the test method found at 40 C.F.R. Part 60, Appendix A, Method 21.
- v. “Month” or “monthly” shall mean calendar month.

- w. “Paragraph” shall mean a portion of this Consent Decree identified by an Arabic numeral.
- x. “Parties” shall mean the United States, Clean Harbors Chicago, and Clean Harbors Ohio.
- y. “Pressure-Vacuum-Relief/Conservation Vent” shall mean a device on a tank which vents to the atmosphere during normal tank operations for the purpose of maintaining the tank internal pressure in accordance with tank design specifications. These devices sometimes are called “pressure vacuum vents” or “pressure relief devices.”
- z. “Quarter” or “quarterly” shall mean a calendar quarter (January through March, April through June, July through September, October through December).
  - aa. “Respective Facility” shall mean: (i) for Clean Harbors Chicago, the Chicago Facility; and (ii) for Clean Harbors Ohio, the Hebron Facility.
  - bb. “Section” shall mean a portion of this Consent Decree that has a heading identified by an upper case Roman numeral.
  - cc. “United States” shall mean the United States of America, acting on behalf of EPA.
  - dd. “VOC” shall mean volatile organic compound(s), as defined by 40 C.F.R. § 60.2.

#### **IV. CIVIL PENALTY**

10. By no later than 30 days after the Effective Date of this Consent Decree, Defendants shall pay the sum of \$405,000 as a civil penalty, together with interest accruing from the date on which the Consent Decree is lodged with the Court, at the rate specified in 28 U.S.C. § 1961 as of the Date of Lodging.

11. Defendants shall pay the civil penalty by FedWire Electronic Funds Transfer (“EFT”) to the U.S. Department of Justice account, in accordance with written instructions provided to Defendants by the Financial Litigation Unit (“FLU”) of the United States Attorney’s Office for the Northern District of Illinois, after the Effective Date. The payment instructions provided by the FLU will include a Consolidated Debt Collection System (“CDCS”) number, which Defendants shall use to identify all payments required to be made in accordance with this Consent Decree. The FLU will provide the payment instructions to:

Timmery Fitzpatrick  
Assistant General Counsel  
Clean Harbors  
P.O. Box 9149  
42 Longwater Drive  
Norwell, MA 02061-9149  
Office: (781) 792-5172  
Cell: (781) 204-9253  
[fitzpatrick.timmery@cleanharbors.com](mailto:fitzpatrick.timmery@cleanharbors.com)

on behalf of Defendants. Defendants may change the individual to receive the payment instructions on its behalf by providing written notice of such change to the United States and EPA in accordance with Section XIII (Notices). At the time of payment, Defendants shall send notice that payment has been made to: (i) EPA via email at [cinwd\\_acctsreceivable@epa.gov](mailto:cinwd_acctsreceivable@epa.gov) or via regular mail at EPA Cincinnati Finance Office, 26 W. Martin Luther King Drive, Cincinnati, Ohio 45268; and (ii) the United States via regular mail in accordance with Section XIII. Such notice shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in *United States v. Clean Harbors Recycling Services of Chicago, LLC, et al.* and shall reference the civil action number, the CDCS Number, and DOJ case number 90-5-2-1-11990.

12. Defendants shall not deduct any penalties paid under this Decree pursuant to this Section or Section VII (Stipulated Penalties) in calculating their federal income tax.

**V. INJUNCTIVE RELIEF**

**A. Installing New Emergency Vents on the Hebron Tanks and Ceasing the Use of Loose-Bolt Manhole Covers as Emergency Vents**

13. By no later than 4 months after the Date of Entry, Clean Harbors Ohio shall complete the installation of a new Emergency Vent on each Hebron Tank. Clean Harbors Ohio shall retrofit each loose-bolt manhole cover (either the existing one or a newly-fabricated one) with a new Emergency Vent. Clean Harbors Ohio shall weld the new Emergency Vent to the loose-bolt manhole cover to avoid an interface. Clean Harbors Ohio shall comply with all operation and maintenance requirements specified by the manufacturer of the new Emergency Vent.

14. At such time as a tank is equipped with a new Emergency Vent, Clean Harbors Ohio shall permanently cease use of the tank's loose-bolt manhole cover as an Emergency Vent. If a loose-bolt manhole cover has been retrofitted with a new Emergency Vent (rather than fully replaced), Clean Harbors Ohio shall ensure that all 24 bolts of the loose-bolt manhole cover are in place and each bolt is firmly secured by a nut.

15. Clean Harbors Ohio shall open each new Emergency Vent only to avoid an unsafe condition, consistent with the requirements of 40 C.F.R. § 63.902(c)(3). Clean Harbors Ohio shall not open any Emergency Vent for the purpose of normal operations to maintain internal tank pressure. 40 C.F.R. § 63.902(c)(2) shall not be applicable to any Emergency Vent.

**B. Purchase and Use of a Method 21 Monitoring Instrument Equipped with a Flame Ionization Detector for the Hebron Facility**

16. By no later than 30 days after the Date of Entry, Clean Harbors Ohio shall purchase an instrument equipped with a Flame Ionization Detector ("FID") for use in Method 21 monitoring at the Hebron Facility. By no later than 60 days after the Date of Entry, all

employees and/or contractors reasonably expected to perform Method 21 monitoring at the Hebron Facility shall be trained in the use of the FID-equipped instrument. Clean Harbors Ohio shall thereafter use an FID-equipped instrument for all Method 21 monitoring. New employees and/or contractors who are reasonably expected to perform Method 21 monitoring shall be trained in the use of the FID-equipped instrument prior to undertaking any monitoring. Clean Harbors Ohio shall operate, maintain, and calibrate the FID-equipped instrument in accordance with the manufacturer's specifications.

**C. Method 21 Monitoring of the Vents on the Hebron and Chicago Tanks; Repairs**

17. Emergency Vents.

a. Chicago Facility. Commencing in the first full calendar quarter after the Date of Entry and until termination of this Consent Decree, Clean Harbors Chicago shall monitor the Emergency Vents on the Chicago Tanks on a quarterly basis using Method 21.

b. Hebron Facility. Commencing in the first full calendar quarter after the completion of the installation of the new Emergency Vents on the Hebron Tanks and until termination of this Consent Decree, Clean Harbors Ohio shall monitor the Emergency Vents on the Hebron Tanks on a quarterly basis using Method 21.

c. Repairs. At any time that Method 21 monitoring of an Emergency Vent records a value above background, the Applicable Defendant shall make a first attempt to return the Emergency Vent to a condition indicated by an instrument reading of background as soon as practicable but no later than 5 calendar days after the Method 21 monitoring event. The Applicable Defendant shall complete the repair within 45 days of the monitoring event. If the repair cannot be completed within 45 days of the monitoring event unless the tank is emptied or temporarily removed from service, and if no alternative tank capacity is available at the

Respective Facility to accept the material normally managed in the tank, then the Applicable Defendant shall repair the Emergency Vent the next time alternative tank capacity becomes available and the tank can be emptied or temporarily removed from service, as necessary to complete the repair.

18. Pressure-Vacuum-Relief/Conservation Vents.

a. Chicago and Hebron Facilities. Commencing in the first full month after the Date of Entry and until termination of this Consent Decree, Clean Harbors Chicago and Clean Harbors Ohio shall monitor the Pressure-Vacuum-Relief/Conservation Vents on the Chicago and Hebron Tanks, respectively, on a monthly basis using Method 21, except as provided in Paragraph 18.b. Clean Harbors Chicago and Clean Harbors Ohio may commence Method 21 monitoring on a quarterly basis for any Pressure-Vacuum-Relief/Conservation Vent that has 12 consecutive months of instrument readings less than 500 ppm VOC above background. If, during quarterly monitoring, a Pressure-Vacuum-Relief/Conservation Vent has an instrument reading of 500 ppm VOC or greater above background, monthly Method 21 monitoring shall recommence until 12 consecutive readings less than 500 ppm VOC above background are achieved. Nothing in this Paragraph shall prevent Defendants from conducting routine visual inspections of the Pressure-Vacuum-Relief/Conservation Vents for the purpose of returning the devices to a closed position after a pressure release or from performing Method 21 monitoring after a pressure release to ensure the return of the device to a reading of less than 500 ppm VOC.

b. Exemption. Any Pressure-Vacuum-Relief/Conservation Vent that is routed to a process or fuel gas system or equipped with a closed-vent system capable of capturing and transporting leakage from the Pressure-Vacuum-Relief/Conservation Vent to a

control device described in 40 C.F.R. § 63.172 or § 61.242-11 is exempt from the requirements of Paragraph 18.a.

c. Repairs. At any time that Method 21 monitoring of a Pressure-Vacuum-Relief/Conservation Vent records a value of 500 ppm VOC above background or greater, the Applicable Defendant shall make a first attempt to return the Pressure-Vacuum-Relief/Conservation Vent to a condition indicated by an instrument reading of less than 500 ppm VOC above background as soon as practicable but no later than 5 calendar days after the Method 21 monitoring event. The Applicable Defendant shall complete the repair within 15 days. If it is technically infeasible to repair the Pressure-Vacuum-Relief/Conservation Vent within 15 days of the monitoring event unless the tank is emptied or temporarily removed from service, and if no alternative tank capacity is available at the Respective Facility to accept the material normally managed in the tank, then the Applicable Defendant shall repair the Pressure-Vacuum-Relief/Conservation Vent the next time alternative tank capacity becomes available and the tank can be emptied or temporarily removed from service, as necessary to complete the repair.

**D. Comprehensive Third-Party LDAR Evaluation and Compliance Assistance Program**

19. Commencement and Scope. By no later than 30 days after the Date of Entry, Defendants shall retain a third-party consultant/contractor with expertise in LDAR regulations applicable to treatment, storage, and disposal facilities to undertake a comprehensive LDAR evaluation and compliance assistance program at each Facility. Defendants shall utilize the Scope of Work set forth in Appendix C to retain the consultant/contractor and to specify the activities to be undertaken. The comprehensive LDAR evaluation and compliance assistance program is intended to be more detailed and comprehensive than an LDAR audit.

20. Completion and Report. By no later than 4 months after retaining the third-party consultant/contractor required in the preceding Paragraph, Clean Harbors Chicago shall ensure that the consultant/contractor completes its work consistent with the requirements of Appendix C and submits the report required by Section 8 of Appendix C. By no later than 3 months after completing the installation of a new Emergency Vent on each Hebron Tank pursuant to Paragraph 13, Clean Harbors Ohio shall ensure that the consultant/contractor completes its work consistent with the requirements of Appendix C and submits the report required by Section 8 of Appendix C.

21. Defendants' Response. By no later than 30 days after receipt of the report required by Section 8 of Appendix C, Defendants shall prepare a written response to the report as it applies to their Respective Facility. Defendants shall either accept each recommendation of the consultant/contractor or provide a reasoned and detailed response to each rejected recommendation. Defendants shall not reject any reasonable recommendation. In their response, Defendants shall identify the date by which each accepted recommendation was completed or a schedule by which each accepted but uncompleted recommendation shall be completed.

22. Submission of Comprehensive LDAR Evaluation and Compliance Assistance Report and Response to EPA. Defendants shall submit the consultant/contractor's report and Defendants' response in the first semi-annual report that is due under Section VI (Reporting Requirements) of this Consent Decree after completion of Defendants' response. EPA may comment upon any rejected recommendation. Disputes between EPA and Defendants regarding recommendations shall be resolved pursuant to Section IX (Dispute Resolution) of this Decree.

**E. LDAR Audits**

23. Schedule. Defendants shall ensure that an LDAR audit of both the Chicago and Hebron Facilities is conducted on a yearly basis in accordance with the following schedule:

a. For the first LDAR audit, the LDAR Audit Commencement Date shall occur in the same calendar quarter that is one year after the date of the consultant/contractor's report identified in Paragraph 20.

b. For the second and third LDAR audits, the LDAR Audit Commencement Date shall occur in the same calendar quarter, in successive years, as the first LDAR Audit Commencement Date.

c. By no later than 3 months after the LDAR Audit Commencement Date, the auditor shall complete the audit and prepare and submit a report to Defendants.

24. Requirements Related to Persons Conducting LDAR Audits. For the first and third LDAR audits, Defendants shall retain and utilize a third party with experience in conducting LDAR audits. Defendants may select, but are not required to select, the same company that was used for the comprehensive LDAR evaluation and compliance assistance program required in Section V.D. The second audit may be performed by either a third party or by personnel from Defendants' parent or from other subsidiaries of Defendants' parent, not to include personnel from the Facility that is being audited. All internal audits must be conducted by personnel familiar with LDAR requirements, the comprehensive LDAR evaluation and compliance assistance program performed pursuant to Section V.D, and this Consent Decree.

25. Audit Scope. Each LDAR audit shall include, but is not limited to:

- (i) reviewing compliance with all applicable LDAR regulations and this Consent Decree; and
- (ii) undertaking Method 21 monitoring of a representative sample of both the Emergency Vents

and the Pressure-Vacuum-Relief/Conservation Vents on the Chicago and Hebron Tanks. The auditor shall compare its Method 21 monitoring results with those of the Respective Facility over the prior year and make written findings about the effectiveness of the Respective Facility's Method 21 monitoring practices on the Emergency Vents and the Pressure-Vacuum-Relief/Conservation Vents.

26. Defendants' Response. By no later than 30 days after receiving the LDAR audit report identified in Paragraph 23.c, Defendants shall prepare a written response to the audit report as it applies to their Respective Facility. Defendants either shall accept the findings and recommendations of the consultant/contractor or provide a reasoned and detailed response to each finding Defendants disagree with and each recommendation Defendants reject.

Defendants shall not disagree with or reject any reasonable finding or recommendation. In their response, Defendants shall identify the dates by which each accepted recommendation was completed or a schedule by which each accepted but uncompleted recommendation shall be completed

27. Submission of LDAR Audit Report and Response to EPA. Defendants shall submit the LDAR audit report and Defendants' response in the first semi-annual report that is due under Section VI (Reporting Requirements) of this Consent Decree after completion of Defendants' response. EPA may comment upon any finding that Defendants disagree with or any rejected recommendation. Disputes between EPA and Defendants regarding findings or recommendations shall be resolved pursuant to Section IX (Dispute Resolution) of this Decree.

**F. Mitigation Projects**

28. Emission Control Project on Certain Chlorinated Solvent Tanks at the Hebron Facility.

a. By no later than 60 days after the Date of Entry, Clean Harbors Ohio shall submit a complete application to the applicable air permitting authority to modify the existing air permit at the Hebron Facility to enable the installation of the tank emission controls described in Paragraph 28.b. Upon request by the permitting authority, Clean Harbors Ohio shall promptly provide any additional information sought after submission of the application. If the necessary permit is not issued within 5 months after the Date of Entry, Clean Harbors Ohio shall notify EPA in writing and describe the causes for the delay. EPA and Clean Harbors Ohio may informally consult with each other. Clean Harbors Ohio shall use best efforts to secure the necessary permit by no later than 6 months after the Date of Entry.

b. Upon receipt of the necessary air permit, Clean Harbors Ohio shall implement a project to control emissions from the following chlorinated solvents tanks (“10 Tanks”) at the Hebron Facility:

- T90
- T91
- T95
- T98
- T112
- T131
- T132
- T137
- T89A
- T102B

For each of the 10 Tanks, Clean Harbors Ohio shall replace the existing Pressure-Vacuum-Relief/Conservation Vent with a vent that will allow a connection to new piping. Clean Harbors Ohio shall install new piping between each new vent and the existing vent header in Tank Farm

2 (which already is connected to a thermal oxidizer). Clean Harbors Ohio shall complete the installation of the controls required by this Paragraph by no later than 9 months after the date of receipt of the air permit authorizing the installation.

c. If Clean Harbors Ohio changes the contents of one or more of the 10 Tanks between the Date of Lodging and the date of receipt of an air permit, Clean Harbors shall consult with EPA about substituting a different tank(s) for control. Any such substitution shall be limited to tanks located in either Tank Farm 2 or Tank Farm 3. If EPA and Clean Harbors Ohio agree to substitute a tank(s), that agreement shall constitute a non-material modification to this Consent Decree. Disagreements regarding substitutions shall be resolved in accordance with the dispute resolution provisions (Section IX) of this Decree.

29. Emission Control Project on Tank 38 at the Chicago Facility

a. By no later than 60 days after the Date of Entry, Clean Harbors Chicago shall submit a complete application to the applicable air permitting authority to modify the existing air permit at the Chicago Facility to enable the installation of the tank emission controls described in Paragraph 29.b. Upon request by the permitting authority, Clean Harbors Chicago shall promptly provide any additional information sought after submission of the application. If the necessary permit is not issued within 5 months after the Date of Entry, Clean Harbors Chicago shall notify EPA in writing and describe the causes for the delay. EPA and Clean Harbors Chicago may informally consult with each other. Clean Harbors Chicago shall use best efforts to secure the necessary permit by no later than 6 months after the Date of Entry.

b. Upon receipt of the necessary air permit, Clean Harbors Chicago shall implement a project to control methylene chloride emissions from Tank 38 (“T-38”). Clean Harbors Chicago shall replace the existing Pressure-Vacuum-Relief/Conservation Vent on T-38

with a vent that will allow a connection to new piping. Clean Harbors Chicago shall install new piping from the new vent to a dual carbon canister adsorption system located on a concrete pad on the ground outside Tank Farm 5. The dual carbon canister adsorption system shall be “in series,” with a primary canister or bed venting to a secondary canister or bed. Clean Harbors Chicago shall complete the installation of the controls required by the Paragraph by no later than 7 months after the date of receipt of the air permit authorizing the installation.

c. During the duration of this Consent Decree, on a quarterly basis commencing in the first full calendar quarter after the completion of the installation of the controls required by this Paragraph, Clean Harbors Chicago shall conduct Method 21 monitoring for breakthrough between the primary and secondary carbon canisters at times when there is actual flow to the carbon canister. The inlet and outlet concentrations of the primary carbon canister shall be used to calculate the removal efficiency of the carbon in the primary canister. “Breakthrough” between the primary and secondary canister is defined as a removal efficiency below 95%. When breakthrough is detected, Clean Harbors Chicago shall replace the primary carbon canister or bed as soon as possible but no later than 24 hours after breakthrough is detected by removing the primary canister or bed, placing the secondary canister or bed into the primary position, and providing a new secondary canister or bed. In lieu of replacing the primary canister by no later than 24 hours after breakthrough is detected, Clean Harbors Chicago may elect to monitor at the outlet of the secondary canister starting the day that breakthrough between the primary and secondary canister is identified and each calendar day thereafter. This daily monitoring will continue until the primary canister is replaced. If VOCs are detected above background at the outlet of the secondary canister during this period of daily monitoring,

both canisters shall be replaced within 24 hours. At all times, Clean Harbors Chicago shall maintain fresh carbon for at least one canister at its Facility for replacement use.

## **VI. REPORTING REQUIREMENTS**

30. Semi-Annual Compliance Status Reports. On the dates and for the time periods set forth in Paragraph 31, Defendants shall submit to EPA, in the manner set forth in Section XIII (Notices), the following information:

- a. A progress report on the implementation of the requirements of Section V of this Decree (Injunctive Relief);
- b. An identification and description of any non-compliance with the requirements of Section V and an explanation of the likely cause of the non-compliance and of the remedial steps taken, or to be taken, to prevent or minimize the duration or recurrence of the non-compliance; if the cause of any non-compliance cannot be fully explained at the time the report is due, Defendants shall so state in the report and shall update the cause and status of non-compliance in the next semi-annual report; nothing in this Paragraph relieves Defendants of their obligations to provide the notice required by Section VIII (Force Majeure);
- c. A description of any problems anticipated in the future with respect to meeting the requirements of Section V;
- d. The reports and responses required by Paragraphs 22 and 27 (in the specific compliance status report in which they are due pursuant to those Paragraphs); and
- e. Any additional matters that Defendants believe should be brought to the attention of EPA.

31. Due Dates. The first semi-annual compliance status report shall be due on either: (i) January 31 of the year after the Effective Date, if the Effective Date is between July 1 and December 31 of the preceding year; or (ii) July 31 of the year of the Effective Date, if the Effective Date is between January 1 and June 30. The initial report shall cover the period between the Effective Date and 31 days before the report's due date (*e.g.*, if the Effective Date is September 15, the report shall be due on January 31 and cover the period between September 15

and December 31). Until termination of this Decree, each subsequent report shall be due on July 31 and January 31 and shall cover the half year period between either, respectively, January 1 and June 30 or July 1 and December 31.

32. Two Reports or a Consolidated Report. Each Defendant may submit a report for its Respective Facility or the Defendants may submit one report for both Covered Facilities provided that the report clearly separates out the required information by Facility.

33. Whenever any violation of this Consent Decree or any other event affecting Defendants' performance under this Decree, or the performance of its Respective Facility, may pose an immediate threat to the public health or welfare or the environment, the Applicable Defendant shall notify EPA orally or by electronic or facsimile transmission as soon as possible, but no later than 24 hours after the Applicable Defendant first knew of the violation or event. This procedure is in addition to the requirements set forth in Paragraph 30.b.

34. Each report submitted under this Consent Decree shall be signed by an official of Clean Harbors Chicago, for the Chicago Facility, and by an official of Clean Harbors Ohio, for the Hebron Facility, and shall include the following certification:

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I have no personal knowledge that the information submitted is other than true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

35. This certification requirements does not apply to emergency or similar notifications where compliance would be impractical.

36. The reporting requirements of this Consent Decree do not relieve Defendants of any reporting obligations required by the CAA or implementing regulations, or by any other federal, state, or local law, regulation, permit, or other requirement.

37. Any information provided pursuant to this Consent Decree may be used by the United States in any proceeding to enforce the provisions of this Consent Decree and as otherwise permitted by law.

## **VII. STIPULATED PENALTIES**

38. Defendants shall be liable for stipulated penalties to the United States for violations of this Consent Decree as specified below, unless excused under Section VIII (Force Majeure). Clean Harbors Chicago shall be liable for stipulated penalties relating to the Chicago Facility and Clean Harbors Ohio shall be liable for stipulated penalties relating to the Hebron Facility. A violation includes failing to perform any obligation required by the terms of this Decree, including any work plan or schedule submitted under this Decree, according to all applicable requirements of this Decree and within the specified time schedules established by or approved under this Decree.

39. Failure to Pay Civil Penalty. If Defendants fail to pay the civil penalty required to be paid under Section IV of this Decree (Civil Penalty) when due, Defendants shall pay a stipulated penalty of \$1,000 per day for each day that the payment is late. Late payment of the civil penalty and any accrued stipulated penalties shall be made in accordance with Paragraph 11.

40. Failure to Meet Other Consent Decree Obligations.

Violation	Stipulated Penalty								
40.a. <u>Failure to comply with ¶¶ 13 or 14.</u> Each failure to timely complete installation of a new Emergency Vent on a Hebron Tank in accordance with the requirements of ¶ 13 or each failure to permanently cease using a loose-bolt manhole cover as an Emergency Vent in violation of the requirements of ¶ 14.	<table border="1"> <thead> <tr> <th>Period of Delay or Non-Compliance</th> <th>Penalty per day</th> </tr> </thead> <tbody> <tr> <td>Days 1–30</td> <td>\$ 500</td> </tr> <tr> <td>Days 31–60</td> <td>\$1,000</td> </tr> <tr> <td>Days 61 and later</td> <td>\$1,500</td> </tr> </tbody> </table>	Period of Delay or Non-Compliance	Penalty per day	Days 1–30	\$ 500	Days 31–60	\$1,000	Days 61 and later	\$1,500
Period of Delay or Non-Compliance	Penalty per day								
Days 1–30	\$ 500								
Days 31–60	\$1,000								
Days 61 and later	\$1,500								
40.b. <u>Failure to comply with the ¶ 16 purchase requirement.</u> Failure to timely comply with the requirement to purchase and use an FID-equipped instrument for Method 21 monitoring at the Hebron Facility, in violation of the requirements of ¶ 16.	<table border="1"> <thead> <tr> <th>Period of Delay or Non-Compliance</th> <th>Penalty per day</th> </tr> </thead> <tbody> <tr> <td>Days 1–30</td> <td>\$ 500</td> </tr> <tr> <td>Days 31–60</td> <td>\$1,000</td> </tr> <tr> <td>Days 61 and later</td> <td>\$1,500</td> </tr> </tbody> </table>	Period of Delay or Non-Compliance	Penalty per day	Days 1–30	\$ 500	Days 31–60	\$1,000	Days 61 and later	\$1,500
Period of Delay or Non-Compliance	Penalty per day								
Days 1–30	\$ 500								
Days 31–60	\$1,000								
Days 61 and later	\$1,500								
40.c. <u>Failure to comply with the ¶ 16 training requirements.</u> Each failure to timely comply with the training requirements of ¶ 16.	\$1,000 per person per month late								
40.d. <u>Failure to comply with ¶¶ 17.a, 17.b, 18.a, or 18.b.</u> Each failure to timely comply with the monitoring requirements of ¶¶ 17.a, 17.b, 18.a, or 18.b.	Each missed monthly or quarterly monitoring event, per vent per tank: \$1,000								
40.e. <u>Failure to comply with ¶¶ 17.c or 18.c.</u> Each failure to timely comply with the repair requirements of ¶¶ 17.c or 18.c.	<table border="1"> <thead> <tr> <th>Period of Delay or Non-Compliance</th> <th>Penalty per day</th> </tr> </thead> <tbody> <tr> <td>Days 1–15</td> <td>\$ 500</td> </tr> <tr> <td>Days 16–30</td> <td>\$ 750</td> </tr> <tr> <td>Days 31 and later</td> <td>\$1,000</td> </tr> </tbody> </table>	Period of Delay or Non-Compliance	Penalty per day	Days 1–15	\$ 500	Days 16–30	\$ 750	Days 31 and later	\$1,000
Period of Delay or Non-Compliance	Penalty per day								
Days 1–15	\$ 500								
Days 16–30	\$ 750								
Days 31 and later	\$1,000								
40.f. <u>Failure to comply with ¶ 19.</u> Failure to timely retain a third-party consultant/contractor to conduct the comprehensive LDAR evaluation and compliance assistance program by the date set forth in ¶ 19.	<table border="1"> <thead> <tr> <th>Period of Delay or Non-Compliance</th> <th>Penalty per day</th> </tr> </thead> <tbody> <tr> <td>Days 1–30</td> <td>\$ 750</td> </tr> <tr> <td>Days 31–60</td> <td>\$1,000</td> </tr> <tr> <td>Days 61 and later</td> <td>\$1,500</td> </tr> </tbody> </table>	Period of Delay or Non-Compliance	Penalty per day	Days 1–30	\$ 750	Days 31–60	\$1,000	Days 61 and later	\$1,500
Period of Delay or Non-Compliance	Penalty per day								
Days 1–30	\$ 750								
Days 31–60	\$1,000								
Days 61 and later	\$1,500								
40.g. <u>Failure to ensure substantive compliance with ¶ 20.</u> Failure to ensure that the third-party consultant/contractor substantially complies with the eight Scope of Work requirements for the comprehensive LDAR evaluation and compliance assistance program set forth in Appendix C.	\$10,000 per missed requirement, not to exceed \$50,000								

40.h. <u>Failure to ensure timely submission of a report pursuant to ¶¶ 20 or 23.c.</u> Failure to ensure that the third-party timely submits a report by the date set forth in ¶¶ 20 or 23.c.	\$5,000 per month or partial month, per report										
40.i. <u>Failure to comply with ¶¶ 21 or 26.</u> Failure to timely prepare a written response that conforms to the requirements of ¶¶ 21 or 26.	\$3,000 per month or partial month, per written response										
40.j. <u>Failure to comply with ¶¶ 23 or 24.</u> Each failure to timely conduct an LDAR audit consistent with the schedule in ¶ 23 and the requirements of ¶ 24.	<table border="0"> <thead> <tr> <th data-bbox="824 520 1084 583"><u>Period of Delay or Non-Compliance</u></th> <th data-bbox="1140 520 1344 552"><u>Penalty per day</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="824 625 971 657">Days 1–30</td> <td data-bbox="1133 625 1198 657">\$300</td> </tr> <tr> <td data-bbox="824 661 987 693">Days 31–60</td> <td data-bbox="1133 661 1198 693">\$400</td> </tr> <tr> <td data-bbox="824 697 1052 728">Days 61 and later</td> <td data-bbox="1149 697 1214 728">\$500</td> </tr> </tbody> </table>	<u>Period of Delay or Non-Compliance</u>	<u>Penalty per day</u>	Days 1–30	\$300	Days 31–60	\$400	Days 61 and later	\$500		
<u>Period of Delay or Non-Compliance</u>	<u>Penalty per day</u>										
Days 1–30	\$300										
Days 31–60	\$400										
Days 61 and later	\$500										
40.k. <u>Failure to comply with ¶ 25.</u> Each failure to ensure substantial compliance with the LDAR audit requirements in ¶ 25.	\$7,500 per missed requirement, not to exceed \$15,000										
40.l. <u>Failure to comply with ¶¶ 28 a. or 29.a.</u> For failure to timely submit a complete application to the applicable air permitting authority in accordance with the requirements of either ¶¶ 28 a. or 29.a.	<table border="0"> <thead> <tr> <th data-bbox="824 869 1084 932"><u>Period of Delay or Non-Compliance</u></th> <th data-bbox="1140 869 1344 900"><u>Penalty per day</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="824 974 971 1005">Days 1–30</td> <td data-bbox="1133 974 1198 1005">\$300</td> </tr> <tr> <td data-bbox="824 1010 987 1041">Days 31–60</td> <td data-bbox="1133 1010 1198 1041">\$400</td> </tr> <tr> <td data-bbox="824 1045 1052 1077">Days 61 and later</td> <td data-bbox="1149 1045 1214 1077">\$500</td> </tr> </tbody> </table>	<u>Period of Delay or Non-Compliance</u>	<u>Penalty per day</u>	Days 1–30	\$300	Days 31–60	\$400	Days 61 and later	\$500		
<u>Period of Delay or Non-Compliance</u>	<u>Penalty per day</u>										
Days 1–30	\$300										
Days 31–60	\$400										
Days 61 and later	\$500										
40.m. <u>Failure to comply with ¶¶ 28.b or 29.b.</u> For failure to timely complete installation of tank controls in accordance with the requirements of either ¶¶ 28.b or 29.b.	<table border="0"> <thead> <tr> <th data-bbox="824 1092 1084 1197"><u>Period of Delay or Non-Compliance</u></th> <th data-bbox="1140 1092 1344 1123"><u>Penalty per day</u></th> </tr> <tr> <th colspan="2" data-bbox="824 1165 945 1197"><u>Per Tank</u></th> </tr> </thead> <tbody> <tr> <td data-bbox="824 1239 971 1270">Days 1–30</td> <td data-bbox="1133 1239 1214 1270">\$ 500</td> </tr> <tr> <td data-bbox="824 1274 987 1306">Days 31–60</td> <td data-bbox="1133 1274 1214 1306">\$1,000</td> </tr> <tr> <td data-bbox="824 1310 1052 1341">Days 61 and later</td> <td data-bbox="1149 1310 1230 1341">\$1,500</td> </tr> </tbody> </table>	<u>Period of Delay or Non-Compliance</u>	<u>Penalty per day</u>	<u>Per Tank</u>		Days 1–30	\$ 500	Days 31–60	\$1,000	Days 61 and later	\$1,500
<u>Period of Delay or Non-Compliance</u>	<u>Penalty per day</u>										
<u>Per Tank</u>											
Days 1–30	\$ 500										
Days 31–60	\$1,000										
Days 61 and later	\$1,500										
40.n. <u>Failure to comply with ¶ 29.c.</u> For failure to timely comply with the monitoring requirements of ¶ 29.c. in accordance with the requirements therein.	Each missed monitoring event: \$ 1,000										
40.o. <u>Reporting Requirements.</u> For failure to submit a report, plan or other deliverable in accordance with the requirements of any Paragraph or Subparagraph of this Decree; provided however, that any report, plan, or other deliverable that has a specific stipulated penalty associated with it shall be assessed stipulated penalties under the specific stipulated penalty provision, not this catch-all provision	\$5,000 per month or partial month, per report, plan, or other deliverable.										

41. Stipulated Penalties Accrual. Stipulated penalties shall begin to accrue on the day after performance is due or the day a violation occurs, whichever is applicable, and shall continue to accrue until performance is satisfactorily completed or the violation ceases. Stipulated penalties shall accrue simultaneously for separate violations of this Consent Decree.

42. Stipulated Penalties Payment Due Date. Defendants shall pay any stipulated penalty no later than thirty (30) days after receipt of a written demand by the United States, unless the demand is disputed through compliance with the requirements of the dispute resolution provisions of this Decree.

43. Demand for Stipulated Penalties. A written demand for the payment of stipulated penalties will identify the particular violation(s) to which the stipulated penalty relates; the stipulated penalty amount (as can be best estimated) that the United States is demanding for each violation; the calculation method underlying the demand; and the grounds upon which the demand is based. Prior to issuing a written demand for stipulated penalties, the United States may, in its unreviewable discretion, contact Defendants for informal discussion of matters that the United States believes may merit stipulated penalties.

44. Manner of Payment of Stipulated Penalties. Defendants shall pay stipulated penalties owing to the United States in the manner set forth and with the confirmation notices required by Paragraph 11, except that the transmittal letter shall state that the payment is for stipulated penalties and shall state for which violation(s) the penalties are being paid.

45. Disputes over Stipulated Penalties. By no later than 30 days after receiving a demand for stipulated penalties, Defendants may dispute liability for any or all stipulated penalties demanded by invoking the dispute resolution procedures of Section IX.

46. Accrual and Payment if Dispute Resolution is Invoked. Stipulated penalties shall continue to accrue as provided in Paragraph 41 during any dispute resolution, but need not be paid until the following:

a. If the dispute is resolved by agreement of the Parties or by a decision of EPA that is not appealed to the Court, Defendants shall pay accrued penalties determined to be owing, together with interest, to the United States within 30 days of the effective date of the agreement or the receipt of EPA's decision or order.

b. If the dispute is appealed to the Court and the United States prevails in whole or in part, Defendants shall pay all accrued penalties determined by the Court to be owing, together with interest, within 60 days of receiving the Court's decision or order, except as provided in subparagraph c, below.

c. If any Party appeals the District Court's decision, Defendants shall pay all accrued penalties determined to be owing, together with interest, within 15 days of receiving the final appellate court decision.

47. Waiver of Payment. The United States may, in the unreviewable exercise of its discretion, reduce or waive payment of stipulated penalties otherwise due to it under this Consent Decree.

48. Interest on Unpaid Stipulated Penalties. If Defendants fail to pay stipulated penalties according to the terms of this Consent Decree, Defendants shall be liable for interest on such penalties, as provided for in 28 U.S.C. § 1961, accruing as of the date payment became due. Nothing in this Paragraph shall be construed to limit the United States from seeking any remedy otherwise provided by law for Defendants' failure to pay any stipulated penalties.

49. The payment of penalties and interest, if any, shall not alter in any way Defendants' obligation to complete the performance of the requirements of this Consent Decree.

50. Non-Exclusivity of Remedy. Stipulated penalties are not the United States' exclusive remedy for violations of this Consent Decree. Subject to the provisions of Section XI (Effect of Settlement/Reservation of Rights), the United States expressly reserves the right to seek any other relief it deems appropriate for Defendants' violation of this Decree or applicable law, including but not limited to an action against Defendants for statutory penalties, additional injunctive relief, mitigation or offset measures, and/or contempt. However, the amount of any statutory penalty assessed for a violation of this Consent Decree shall be reduced by an amount equal to the amount of any stipulated penalty assessed and paid pursuant to this Consent Decree.

#### **VIII. FORCE MAJEURE**

51. "Force majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of the Applicable Defendant, of any entity controlled by the Applicable Defendant, or of the Applicable Defendant's contractor(s), that delays or prevents the performance of any obligation under this Consent Decree despite the Applicable Defendant's best efforts to fulfill the obligation. The requirement that the Applicable Defendant 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 potential force majeure event (a) as it is occurring and (b) following the potential force majeure, such that the delay and any adverse effects of the delay are minimized. "Force Majeure" does not include the Applicable Defendant's financial inability to perform any obligation under this Consent Decree.

52. If any event occurs or has occurred that may delay the performance of any obligation under this Consent Decree, whether or not caused by a force majeure event, the

Applicable Defendant shall provide notice orally or by electronic mail to [hall.charles@epa.gov](mailto:hall.charles@epa.gov) within 5 days of when the Applicable Defendant first knew that the event might cause a delay. Within 10 days thereafter, the Applicable Defendant shall provide in writing to EPA an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; the Applicable Defendant's rationale for attributing such delay to a force majeure event if it intends to assert such a claim; and a statement as to whether, in the opinion of the Applicable Defendant, such event may cause or contribute to an endangerment to public health, welfare or the environment. The Applicable Defendant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure.

53. Failure by the Applicable Defendant to comply with the requirements in Paragraph 52 shall preclude the Applicable Defendant from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure. The Applicable Defendant shall be deemed to know of any circumstance of which the Applicable Defendant, any entity controlled by the Applicable Defendant, or the Applicable Defendant's contractors knew or should have known.

54. If EPA agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations under this Consent Decree that are affected by the force majeure event will be extended by EPA for such time as is necessary to complete those obligations. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. EPA

will notify the Applicable Defendant in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.

55. If EPA does not agree that the delay or anticipated delay has been or will be caused by a Force Majeure event, or if the parties fail to agree on the length of the delay attributable to the Force Majeure event, EPA will notify the Applicable Defendant in writing of its decision.

56. If the Applicable Defendant elects to invoke the dispute resolution procedures set forth in Section IX (Dispute Resolution), it shall do so no later than 30 days after receipt of EPA's notice. In any such proceeding, the Applicable Defendant shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure event, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that best efforts were exercised to avoid and mitigate the effects of the delay, and that the Applicable Defendant complied with the requirements of Paragraphs 51 and 52. If the Applicable Defendant carries this burden, the delay at issue shall be deemed not to be a violation by the Applicable Defendant of the affected obligation of this Consent Decree identified to EPA and the Court.

#### **IX. DISPUTE RESOLUTION**

57. Unless otherwise expressly provided for in this Consent Decree, the dispute resolution procedures of this Section shall be the exclusive mechanism to resolve disputes arising under or with respect to this Consent Decree.

58. Informal Dispute Resolution. Any dispute subject to Dispute Resolution under this Consent Decree shall first be the subject of informal negotiations. The dispute shall be considered to have arisen when the Applicable Defendant sends the United States a written

Notice of Dispute. Such Notice of Dispute shall state clearly the matter in dispute. The period of informal negotiations shall not exceed 60 days from the date the dispute arises, unless that period is modified by written agreement. If the Parties cannot resolve a dispute by informal negotiations, then the position advanced by the United States shall be considered binding unless, within 30 days after the conclusion of the informal negotiation period, the Applicable Defendant invokes formal dispute resolution procedures as set forth below.

59. Formal Dispute Resolution. The Applicable Defendant shall invoke formal dispute resolution procedures, within the time period provided in the preceding Paragraph, by serving on the United States a written Statement of Position regarding the matter in dispute. The Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting the Applicable Defendant's position and any supporting documentation relied upon by the Applicable Defendant.

60. The United States shall serve its Statement of Position within 45 days of receipt of the Applicable Defendant's Statement of Position. The United States' Statement of Position shall include, but need not be limited to, any factual data, analysis, or opinion supporting that position and any supporting documentation relied upon by the United States. The United States' Statement of Position shall be binding on the Applicable Defendant unless the Applicable Defendant files a motion for judicial review of the dispute in accordance with the following Paragraph.

61. The Applicable Defendant may seek judicial review of the dispute by filing with the Court and serving on the United States, in accordance with Section XIII (Notices), a motion requesting judicial resolution of the dispute. The motion must be filed within 45 days of receipt of the United States' Statement of Position pursuant to the preceding Paragraph. The motion

shall contain a written statement of the Applicable Defendant's position on the matter in dispute, including any supporting factual data, analysis, opinion, or documentation, and shall set forth the relief requested and any schedule within which the dispute must be resolved for orderly implementation of the Consent Decree.

62. The United States shall respond to the Applicable Defendant's motion within the time period allowed by the Local Rules of this Court for responses to dispositive motions. The Applicable Defendant may file a reply memorandum, to the extent permitted by the Local Rules.

63. In a formal dispute resolution proceeding under this Section, the Applicable Defendant shall bear the burden of demonstrating that its position complies with this Consent Decree and better furthers the objectives of this Consent Decree. The United States reserves the right to argue that its position is reviewable only on the administrative record and must be upheld unless arbitrary and capricious or otherwise not in accordance with law, and the Applicable Defendant reserves the right to argue to the contrary.

64. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of the Applicable Defendant under this Consent Decree, unless and until final resolution of the dispute so provides. Stipulated penalties with respect to the disputed matter shall continue to accrue from the first day of non-compliance, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 46. If the Applicable Defendant does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section VII (Stipulated Penalties).

#### **X. INFORMATION COLLECTION AND RETENTION**

65. The United States and its representatives and employees shall have the right of entry into either Facility, at all reasonable times, upon presentation of credentials, to:

- a. monitor the progress of activities required under this Consent Decree;
- b. verify any data or information submitted to the United States in accordance with the terms of this Consent Decree;
- c. obtain documentary evidence, including photographs and similar data, relevant to compliance with the terms of this Consent Decree; and
- d. assess Defendants' compliance with this Consent Decree.

66. Until two years after the termination of this Consent Decree, Defendants shall retain, and shall instruct their contractors and agents to preserve, all non-identical copies of all documents, records, or other information (including documents, records, or other information in electronic form) in its or its contractors' or agents' possession or control, or that come into its or its contractors' or agents' possession or control, and that relate in any manner to Defendants' performance of its obligations under this Consent Decree. This information-retention requirement shall apply regardless of any contrary corporate or institutional policies or procedures. At any time during this information-retention period, upon request by the United States, Defendants shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

67. At the conclusion of the information-retention period provided in the preceding Paragraph, Defendants shall notify the United States at least 90 days prior to the destruction of any documents, records, or other information subject to the requirements of the preceding Paragraph and, upon request by the United States, Defendants shall deliver any such documents, records, or other information to EPA. Defendants may assert that certain documents, records, or other information is privileged under the attorney-client privilege or any other privilege recognized by federal law. If Defendants assert such a privilege, it shall provide the following: (a) the title of the document, record, or information; (b) the date of the document, record, or

information; (c) the name and title of each author of the document, record, or information; (d) the name and title of each addressee and recipient; (e) a description of the subject of the document, record, or information; and (f) the privilege asserted by Defendants. However, no documents, records, or other information created or generated pursuant to the requirements of this Consent Decree shall be withheld on grounds of privilege.

68. Except for emissions data, including readings from LDAR monitoring, Defendants may also assert that information required to be provided under this Section is protected as Confidential Business Information (“CBI”) under 40 C.F.R. Part 2. As to any information that Defendants seek to protect as CBI, Defendants shall follow the procedures set forth in 40 C.F.R. Part 2, where applicable.

69. This Consent Decree in no way limits or affects any right of entry and inspection, or any right to obtain information, held by the United States pursuant to applicable federal laws, regulations, or permits, nor does it limit or affect any duty or obligation of Defendants to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

#### **XI. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS**

70. This Consent Decree resolves the civil claims of the United States for the violations alleged in the Complaint and in the Findings of Violations (found in Appendices D and E) from the date those claims accrued through the Date of Lodging.

71. The United States reserves all legal and equitable remedies available to enforce the provisions of this Consent Decree. Except as provided in Paragraph 70, this Consent Decree shall not be construed to limit the rights of the United States to obtain penalties or injunctive relief under the CAA or implementing regulations, or under other federal laws, regulations, or

permit conditions. The United States further reserves all legal and equitable remedies to address any imminent and substantial endangerment to the public health or welfare or the environment arising at, or posed by, Defendants' Covered Facilities, whether related to the violations addressed in this Consent Decree or otherwise.

72. In any subsequent administrative or judicial proceeding initiated by the United States for injunctive relief, civil penalties, or other appropriate relief relating to the Chicago and/or Hebron Facilities, the Applicable Defendant shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims that have been specifically resolved pursuant to Paragraph 70.

73. This Consent Decree is not a permit, or a modification of any permit, under any federal, state, or local laws or regulations. Defendants are responsible for achieving and maintaining complete compliance with all applicable federal, state, and local laws, regulations, and permits; and Defendants' compliance with this Consent Decree shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The United States does not, by its consent to the entry of this Consent Decree, warrant or aver in any manner that Defendants' compliance with any aspect of this Consent Decree will result in compliance with provisions of the CAA.

74. This Consent Decree does not limit or affect the rights of Defendants or of the United States against any third parties, not party to this Consent Decree, nor does it limit the

rights of third parties, not party to this Consent Decree, against Defendants, except as otherwise provided by law.

75. This Consent Decree shall not be construed to create rights in, or grant any cause of action to, any third party that is not a party to this Consent Decree.

## **XII. COSTS**

76. The Parties shall bear their own costs of this action, including attorneys' fees, except that the United States shall be entitled to collect the costs (including attorneys' fees) incurred in any action necessary to collect any portion of the civil penalty or any stipulated penalties due but not paid by Defendants.

## **XIII. NOTICES**

77. Unless otherwise specified herein, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and addressed to the persons set forth below.

### Notice or submission to the United States:

By email: [eesdcopy.enrd@usdoj.gov](mailto:eesdcopy.enrd@usdoj.gov)  
Re: DJ # 90-5-2-1-11990

By mail: EES Case Management Unit  
Environment and Natural Resources Division  
U.S. Department of Justice  
Box 7611 Ben Franklin Station  
Washington, DC 20044-7611  
Re: DOJ No. 90-5-2-1-11990

Notices or submissions required to be made to the "United States" must also be made to EPA.

Notice or submission to EPA:

Air and Radiation Division  
EPA Region 5  
77 W. Jackson Blvd. (AE-18J)  
Chicago, IL 60604  
Attn: Compliance Tracker

and

Office of Regional Counsel  
EPA Region 5  
77 West Jackson Blvd. (C-14J)  
Chicago, IL 60604

With electronic copies to:

[Grubb.christopher@epa.gov](mailto:Grubb.christopher@epa.gov)  
[Hall.charles@epa.gov](mailto:Hall.charles@epa.gov)  
[loukeris.constantinos@epa.gov](mailto:loukeris.constantinos@epa.gov)

Notice or submission to Clean Harbors Chicago:

Alfred Aghapour  
Clean Harbors Recycling Services of Chicago, LLC  
1445 W. 42<sup>nd</sup> Street  
Chicago, IL 60609

**With copy to:**

Clean Harbors Environmental Services, Inc.  
42 Longwater Drive  
Norwell, MA 02061  
Attn: Law Department

Clean Harbors Environmental Services, Inc.  
42 Longwater Drive  
Norwell, MA 02061  
Attn: Bill Connors

Notice or submission to Clean Harbors Ohio:

Monte Londot  
Clean Harbors Recycling Services of Ohio, LLC  
581 Milliken Drive  
Hebron, OH 43025

**With copy to:**

Clean Harbors Environmental Services, Inc.  
42 Longwater Drive  
Norwell, MA 02061  
Attn: Law Department

Clean Harbors Environmental Services, Inc.  
42 Longwater Drive  
Norwell, MA 02061  
Attn: Bill Connor

78. Any Party may, by written notice to the other Party, change its designated notice recipient(s) or notice address(es) provided above.

79. Notices submitted pursuant to this Section shall be deemed submitted upon mailing, unless otherwise provided in this Consent Decree or by mutual agreement of the Parties in writing.

**XIV. EFFECTIVE DATE**

80. The Effective Date of this Consent Decree shall be the date upon which this Consent Decree is entered by the Court or a motion to enter the Consent Decree is granted, whichever occurs first, as recorded on the Court's docket.

**XV. RETENTION OF JURISDICTION**

81. The Court shall retain jurisdiction over this case until termination of this Consent Decree for the purposes of resolving disputes arising under this Decree, entering orders modifying this Decree, or effectuating or enforcing compliance with the terms of this Decree.

**XVI. MODIFICATION**

82. The terms of this Consent Decree, including any attached appendices, may be modified only by a subsequent written agreement signed by all the United States and the

Applicable Defendant(s). Where the modification constitutes a material change to this Consent Decree, it shall be effective only upon approval by the Court.

83. Any disputes concerning modification of this Decree shall be resolved pursuant to Section IX (Dispute Resolution); provided, however, that instead of the burden of proof provided by Paragraph 63, the Party seeking the modification bears the burden of demonstrating that it is entitled to the requested modification in accordance with Federal Rule of Civil Procedure 60(b).

#### **XVII. TERMINATION**

84. By no sooner than after completion of the third LDAR audit required pursuant to Paragraph 23 of this Decree, Defendants may send the United States a Request for Termination. In the Request for Termination, Defendants must demonstrate that they have complied with all of the requirements of Section V and have paid the civil penalty and any accrued stipulated penalties as required by this Consent Decree. With respect to Paragraphs 17 and 18, Defendants need to demonstrate that they are complying with the monitoring requirements that are applicable at the time of the Request; they do not need to demonstrate that they have had no leaks from the Chicago or Hebron Tanks. The Request for Termination shall include all necessary supporting documentation.

85. Following receipt by the United States of Defendants' Request for Termination, the Parties shall confer informally concerning the Request and any disagreement that the Parties may have as to whether Defendants satisfactorily have complied with the requirements for termination. If the United States agrees that the Decree may be terminated, the Parties shall submit, for the Court's approval, a joint motion and proposed order terminating the Decree.

86. If the United States does not agree that the Decree may be terminated, Defendants may invoke dispute resolution under Section IX of this Decree. However, Defendants shall not

invoke dispute resolution for any dispute regarding termination until 60 days after service of their Request for Termination.

**XVIII. 26 U.S.C. § 162(f)(2)(A)(ii) IDENTIFICATION**

87. For purposes of the identification requirement of Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), performance of Section II (Applicability) Paragraph 7; Section V (Injunctive Relief) Paragraphs 13–29 (except with respect to dispute resolution in Paragraphs 22, 27, and 28) and related Appendix C; Section VI (Reporting and Recordkeeping) Paragraphs 30–32 and 34; and Section X (Information Collection and Retention) Paragraphs 65–67 is restitution or required to come into compliance with law.

**XIX. PUBLIC PARTICIPATION**

88. This Consent Decree shall be lodged with the Court for a period of not less than 30 days for public notice and comment in accordance with 28 C.F.R. § 50.7. The United States reserves the right to withdraw or withhold its consent if the comments regarding the Consent Decree disclose facts or considerations indicating that the Consent Decree is inappropriate, improper, or inadequate. Defendants consent to entry of this Consent Decree without further notice and agree not to withdraw from or oppose entry of this Consent Decree by the Court or to challenge any provision of the Decree, unless the United States has notified Defendants in writing that it no longer supports entry of the Decree.

**XX. SIGNATORIES/SERVICE**

89. Each of the undersigned representatives of Defendants and the Deputy Section Chief of the Environmental Enforcement Section of the Environment and Natural Resources Division of the Department of Justice certify that he or she is fully authorized to enter into the

terms and conditions of this Consent Decree and to execute and legally bind the Party he or she represents to this document.

90. This Consent Decree may be signed in counterparts, and its validity shall not be challenged on that basis.

91. Defendants agree to accept service of process by mail with respect to all matters arising under or relating to this Consent Decree and to waive the formal service requirements set forth in Rules 4 and 5 of the Federal Rules of Civil Procedure and any applicable Local Rules of this Court including, but not limited to, service of a summons. Defendants need not file an answer to the complaint in this action unless or until the Court expressly declines to enter this Consent Decree.

#### **XXI. INTEGRATION**

92. This Consent Decree constitutes the final, complete, and exclusive agreement and understanding among the Parties with respect to the settlement embodied in the Decree and supersedes all prior agreements and understandings, whether oral or written, concerning the settlement embodied herein. Other than deliverables that are subsequently submitted and, if required, approved, pursuant to this Decree, the Parties acknowledge that there are no representations, agreements, or understandings relating to the settlement other than those expressly contained in this Consent Decree.

#### **XXII. APPENDICES**

93. The following Appendices are attached to and part of this Consent Decree:

Appendix A List of Tanks at the Chicago Facility

Appendix B List of Tanks at the Hebron Facility

Appendix C Scope of Work for LDAR Consultant/Contractor for  
Comprehensive Third-Party LDAR Evaluation and Compliance  
Assistance Program

Appendix D January 12, 2017 Finding of Violation for the Hebron Facility

Appendix E March 9, 2018 Finding of Violation for the Chicago Facility

**XXIII. FINAL JUDGMENT**

94. Upon approval and entry of this Consent Decree by the Court, this Consent Decree shall constitute a final judgment of the Court as to the United States and Defendants. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Fed. R. Civ. P. 54 and 58.

DATED this \_\_\_\_\_ day of \_\_\_\_\_ 2019.

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UNITED STATES DISTRICT JUDGE  
NORTHERN DISTRICT OF ILLINOIS

We hereby consent to the entry of the Consent Decree in the matter of *United States v. Clean Harbors Recycling Services of Chicago, LLC, and Clean Harbors Recycling Services of Ohio, LLC*, subject to public notice and comment.

**FOR THE UNITED STATES OF AMERICA**



---

KAREN S. DWORKIN  
Deputy Section Chief  
Environmental Enforcement Section  
Environment and Natural Resources Division  
United States Department of Justice



---

RANDALL M. STONE  
Senior Attorney  
Environmental Enforcement Section  
Environment and Natural Resources Division  
United States Department of Justice  
P.O. Box 7611  
Washington, DC 20044-7611  
Telephone: 202 514-1308  
Fax: 202 616-6584  
[randall.stone@usdoj.gov](mailto:randall.stone@usdoj.gov)

JOHN R. LAUSCH, JR.  
United States Attorney  
Northern District of Illinois

NIGEL B. COONEY  
Assistant United States Attorney  
219 South Dearborn Street  
Chicago, Illinois 60604  
Telephone: 312 353-1996  
[nigel.cooney@usdoj.gov](mailto:nigel.cooney@usdoj.gov)

We hereby consent to the entry of the Consent Decree in the matter of *United States v. Clean Harbors Recycling Services of Chicago, LLC, and Clean Harbors Recycling Services of Ohio, LLC*, subject to public notice and comment.

**FOR THE UNITED STATES ENVIRONMENTAL  
PROTECTION AGENCY**



T. LEVERETT NELSON

Regional Counsel

U.S. Environmental Protection Agency, Region 5

Chicago, IL 60604

Of Counsel  
Christopher Grubb  
Associate Regional Counsel  
Office of Regional Counsel  
U.S. Environmental Protection Agency, Region 5  
77 W. Jackson Blvd., C-14J  
Chicago, IL 60604  
Telephone: (312) 886-7187  
Email: [grubb.christopher@epa.gov](mailto:grubb.christopher@epa.gov)

We hereby consent to the entry of the Consent Decree in the matter of *United States v. Clean Harbors Recycling Services of Chicago, LLC, and Clean Harbors Recycling Services of Ohio, LLC*.

**FOR CLEAN HARBORS RECYCLING  
SERVICES OF CHICAGO, LLC**

A handwritten signature in black ink, appearing to read "Eric Gerstenberg", is written over a solid horizontal line.

ERIC GERSTENBERG

President

42 Longwater Dr.

Norwell, MA 02061

We hereby consent to the entry of the Consent Decree in the matter of *United States v. Clean Harbors Recycling Services of Chicago, LLC, and Clean Harbors Recycling Services of Ohio, LLC.*

**FOR CLEAN HARBORS RECYCLING  
SERVICES OF OHIO, LLC**



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**ERIC GERSTENBERG**

**President**

**42 Longwater Dr.**

**Norwell, MA 02061**

Appendix A List of Tanks at the Chicago Facility

**APPENDIX A**  
**LIST OF CHICAGO TANKS**

**CHICAGO TANKS**

Tank Number	Tank Farm
T1	4
T2	4
T3	4
T4	4
T5	4
T6	4
T11	4
T12	4
T13	4
T14	4
T15	4
T16	4
T18	4
T19	4
T20	4
T21	4
T22	4
T23	4
T30A	5
T30B	5
T31	5
T32	5
T33	5
T34A	5
T34B	5
T35A	5
T35B	5
T36	5
T37A	5
T37B	5
T38	5
T39	5
T40A	5
T40B	5
T41A	5
T41B	5
T42	5
T43	5
T44	5
T45	5
T46A	5

**APPENDIX A**  
**LIST OF CHICAGO TANKS**

T46B	5
T47A	5
T47B	5
T48A	5
T48B	5
T49A	5
T49B	5
T50	5
T51	5
T52A	5
T52B	5
T53A	5
T53B	5
T54	5
T55	5
T56	5
T57A	5
T57B	5
T58	5
T59	5
T60	5
T100	1
T101	1
T102	1
T103	1
T104	1
T105	1
T106	1
T107	1
T108	1
T109	1
T110	1
T111	1
T112	1
T113	1
T114	1
T140	N
T143	N
T144	N
T1511	B1
T1515	B1
T161	B1
T163	N
T164	N
T171	2

**APPENDIX A**  
**LIST OF CHICAGO TANKS**

T172	2
T173	2
T174	2
T175	2
T176	2
T177	2
T178	2
T179	2
T180	2
T194	3
T195	3

Appendix B List of Tanks at the Hebron Facility

**APPENDIX B**  
**HEBRON TANKS**

**HEBRON TANKS**

Tank Number	Tank Farm
SH T100	2
SH T101	2
SH T102A	2
SH T102B	2
SH T103	2
SH T104	2
SH T105	2
SH T106	2
SH T107	2
SH T108	2
SH T109	2
SH T110	2
SH T111	2
SH T112	2
SH T113	2
SH T114	2
SH T125	3
SH T126	3
SH T127	3
SH T130	3
SH T131	3
SH T132	3
SH T135	3
SH T136	3
SH T137	3
SH T140	3
SH T141	3
SH T142	3
SH T145	3
SH T146	3
SH T147	3
SH T203	4
SH T204	4
SH T205	4
SH T208	4
SH T209	4
SH T30	1
SH T31	1
SH T32	1
SH T33	1
SH T34	1

**APPENDIX B  
HEBRON TANKS**

SH T35	1
SH T36	1
SH T37	1
SH T39	1
SH T40	1
SH T41	1
SH T42	1
SH T43	1
SH T44	1
SH T45	1
SH T48A	1
SH T48B	1
SH T49	1
SH T50	1
SH T51	1
SH T52	1
SH T53	1
SH T56	1
SH T57	1
SH T58	1
SH T59	1
SH T60	1
SH T61	1
SH T63	1
SH T64	1
SH T65	1
SH T66	1
SH T67	1
SH T68	1
SH T69	1
SH T80	2
SH T81	2
SH T82	2
SH T83A	2
SH T83B	2
SH T84A	2
SH T84B	2
SH T85	2
SH T86	2
SH T87	2
SH T88	2
SH T89A	2
SH T89B	2
SH T90	2
SH T91	2

**APPENDIX B**  
**HEBRON TANKS**

SH T92A	2
SH T92B	2
SH T93	2
SH T94A	2
SH T94B	2
SH T95	2
SH T98	6

Appendix C Scope of Work for LDAR Consultant/Contractor for  
Comprehensive Third-Party LDAR Evaluation and Compliance  
Assistance Program

## APPENDIX C

### **Scope of Work for LDAR Consultant/Contractor for Comprehensive Third-Party LDAR Evaluation and Compliance Assistance Program**

1. Applicability review for all Chicago and Hebron Tanks and associated piping
  - 1.1 Consultant/Contractor shall review the LDAR regulations under both the Clean Air Act and (“CAA”) the Resource Conservation and Recovery Act (“RCRA”) that are or may be applicable to each piece of equipment on each Chicago and Hebron Tank and its associated piping.
  - 1.2 Consultant/Contractor shall develop a document (*e.g.*, spreadsheet) that identifies the applicable CAA and RCRA LDAR regulations for each piece of equipment, including a description of the applicable requirements.
2. Management of Change
  - 2.1 Consultant/Contractor shall review all management of change processes already in existence for the Chicago and Hebron Facilities.
  - 2.2 Consultant/Contractor shall work with each Facility and/or the parent of Clean Harbors Chicago and Clean Harbors Ohio to develop a comprehensive, standardized management of change process for the Facilities.
3. Written, Facility-Wide LDAR Manual
  - 3.1 Consultant/Contractor shall review the documents that Clean Harbors Chicago and Clean Harbors Ohio currently use as LDAR manuals for each Facility.
  - 3.2 Consultant/Contractor shall work with Clean Harbors Chicago and Clean Harbors Ohio to develop, and include in one document, a comprehensive, facility-wide LDAR manual for each Facility.
4. LDAR Calibration Procedures Review
  - 4.1 Consultant/Contractor shall review the calibration procedures that each Facility uses for its Method 21 monitoring instrument, including the gases and levels, for compliance with the regulations.
  - 4.2 Consultant/Contractor shall make recommendations, as needed, regarding the calibration procedures.
5. Training
  - 5.1 Hands-On Method 21 Monitoring Training. For each employee or contractor who does or reasonably may be expected to do Method 21 monitoring, the Consultant/Contractor either shall specifically provide hands-on training to each such person, demonstrating the appropriate manner of performing Method 21 monitoring for each type of equipment used at each Facility or shall recommend a training vendor for this purpose; provided however, that training on Method 21 monitoring for the old Emergency Vents at the Hebron Facility (that is, the

manhole covers) shall not be required; training shall be required only for the new Emergency Vents at the Hebron Facility.

- 5.2 All Other Training. Consultant/Contractor shall arrange to have all on-site employees and/or contractors responsible for LDAR monitoring equipment, LDAR repairs, LDAR recordkeeping, and/or other duties generated by the LDAR program complete training on all aspects of LDAR that are relevant to the person's duties.
  - 5.3 Training Plan/Protocol. Consultant/Contractor shall evaluate the LDAR training plan/protocol currently in effect at each Facility and shall revise it or develop it (if necessary) to describe the training that shall take place for employees. Training shall be required to occur as follows:
    - 5.3.1 Personnel previously trained shall receive refresher training once per calendar year.
    - 5.3.2 New personnel shall receive training prior to any involvement in any aspect of the LDAR program.
6. LDAR Monitoring and Repair Implementation and Recordkeeping
    - 6.1 Consultant/Contractor shall evaluate the manner in which each piece of equipment on each Chicago and Hebron Tank is identified.
    - 6.2 Consultant/Contractor shall review five years of past records of tank monitoring and repairs to evaluate whether the recordkeeping complies with the requirements of the applicable regulations (*e.g.*, the date of leak detection; the date of repair; the date of a visual inspection, *etc.*).
    - 6.3 Consultant/Contractor shall make recommendations, as needed, regarding revisions to recordkeeping, including revisions to or use of standardized forms or electronic recommendations.
  7. LDAR Reporting
    - 7.1 Consultant/Contractor shall review the past five years of LDAR reports regarding the Chicago and Hebron Tanks to determine compliance with the applicable regulations.
    - 7.2 Consultant/Contractor shall make recommendations, as needed, regarding revisions to reporting.
  8. Report of Comprehensive LDAR Evaluation and Compliance Assistance Program
    - 8.1 Consultant/Contractor shall prepare a report that includes (i) written materials required pursuant to Sections 1.2, 2.2, 3.2, and 5.3 by this Scope of Work; (ii) a description of the activities undertaken, including the dates; and (iii) all recommendations. While one report may be prepared for both Facilities, the report should be separated as between the Chicago and Hebron Facilities.

Appendix D January 12, 2017 Finding of Violation for the Hebron Facility



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5  
77 WEST JACKSON BOULEVARD  
CHICAGO, IL 60604-3590

JAN 12 2017

REPLY TO THE ATTENTION OF:

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Monte L. Londot  
General Manager  
Clean Harbors Recycling Services of Ohio L.L.C.  
581 Milliken Drive, Southeast  
Hebron, Ohio 43025

Re: Finding of Violation  
Clean Harbors Recycling Services of Ohio L.L.C.  
Hebron, Ohio

Dear Mr. Londot:

The U.S. Environmental Protection Agency is issuing the enclosed Finding of Violation (FOV) to Clean Harbors Recycling Services of Ohio L.L.C. (you) under Section 113(a)(1) of the Clean Air Act, 42 U.S.C. § 7413(a)(1). Based on available information, we find that you are violating requirements regarding (1) pressure drop for your regenerative fume oxidizer in your Title V permit and (2) tanks and equipment leaks in the National Emission Standards for Hazardous Air Pollutants from Off-Site Waste and Recovery Operations, at your Hebron, Ohio, facility.

Section 113 of the Clean Air Act gives us several enforcement options. These options include issuing an administrative compliance order, issuing an administrative penalty order and bringing a judicial civil or criminal action.

We are offering you an opportunity to confer with us about the violations alleged in the FOV. The conference will give you an opportunity to present information on the specific findings of violation, any efforts you have taken to comply and the steps you will take to prevent future violations. In addition, in order to make the conference more productive, we encourage you to submit to us information responsive to the FOV prior to the conference date.

Please plan for your facility's technical and management personnel to attend the conference to discuss compliance measures and commitments. You may have an attorney represent you at this conference.

The EPA contact in this matter is Charles Hall. You may contact him by telephone at (312) 353 3443 or by e-mail at [hall.charles@epa.gov](mailto:hall.charles@epa.gov) to request a conference. You should make

the request within 10 calendar days following receipt of this letter. We should hold any conference within 30 calendar days following receipt of this letter.

Sincerely,

A handwritten signature in cursive script, appearing to read "Edward Nam".

Edward Nam  
Director  
Air and Radiation Division

Enclosure

cc: Robert Hodanbosi, Ohio Environmental Protection Agency

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5**

<b>IN THE MATTER OF:</b>	)	<b>FINDING OF VIOLATION</b>
	)	
Clean Harbors Recycling Services of Ohio L.L.C.	)	EPA-5-17-OH-01
Hebron, Ohio	)	
	)	
Proceedings Pursuant to the Clean Air Act,	)	
42 U.S.C. §§ 7401 et seq.	)	

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**FINDING OF VIOLATION**

Based on available information, the U.S. Environmental Protection Agency finds that Clean Harbors Recycling Services of Ohio L.L.C. (Clean Harbors) is violating Section 112 of the Clean Air Act, 42 U.S.C. § 7412, and Section 502 of the Clean Air Act, 42 U.S.C. § 7661a. Specifically, Clean Harbors is violating the National Emission Standards for Hazardous Air Pollutants from Off-Site Waste and Recovery Operations at 40 C.F.R. Part 63, Subpart DD, and the National Emission Standards for Hazardous Air Pollutants for Tanks – Level 1, 40 C.F.R. Part 63, Subpart OO, and your Title V permit, as follows:

**Statutory and Regulatory Authority**

1. Pursuant to Section 112(d) of the CAA, 42 U.S.C. § 7412(d), EPA promulgated the National Emission Standards for Hazardous Air Pollutants from Off-Site Waste and Recovery Operations (hereinafter, the OSWRO MACT) at 40 C.F.R. Part 63, Subpart DD, 40 C.F.R. §§ 63.680 through 63.698.
2. The OSWRO MACT applies to the owner and operator of a plant site that is a major source of hazardous air pollutant (HAP) emissions as defined in 40 C.F.R. § 63.2, and when the plant site is the location of a waste management operation that receives “off-site material” and the operation is regulated as a hazardous waste treatment, storage, and disposal facility (TSDF) under either 40 C.F.R. part 264 or part 265. 40 C.F.R. § 63.680(a).
3. Except under limited circumstances that do not apply here, an “off-site material” under the OSWRO MACT is: (1) a waste, used oil, or used solvent, as those terms are defined in 40 C.F.R. § 63.681; (2) that is not produced or generated within the plant site and is delivered, transferred, or otherwise moved to the plant site from an outside location; and (3) contains one or more of the HAP listed in Table 1 of the OSWRO MACT. 40 C.F.R. § 63.680(b)(1).
4. An “affected source” under the OSWRO MACT is the entire group of off-site material management units associated with the operation. An off-site material management unit is a tank, container, surface impoundment, oil-water separator, organic-water separator, or transfer system used to manage off-site material. 40 C.F.R. § 63.680(c).

5. For each off-site material management unit that is part of an affected source and except in limited circumstances that do not apply here, the owner or operator must control air emissions from the off-site material management unit in accordance with the applicable standards specified in 40 C.F.R. §§ 63.685 through 63.689. 40 C.F.R. § 63.683(b).
6. The provisions of 40 C.F.R. § 63.685 apply to the control of air emissions from any tank that is an off-site material management unit.
7. The OSWRO MACT, at 40 C.F.R. § 63.685(b)(1), provides in pertinent part:

For a tank that is part of an existing affected source but the tank is not used to manage off-site material having a maximum HAP vapor pressure kilopascal (kPa) that is equal to or greater than 76.6 kPa [11.1 psia] nor is the tank used for a waste stabilization process as defined in § 63.681 of this subpart, the owner or operator shall determine whether the tank is required to use either Tank Level 1 controls or Tank Level 2 controls as specified for the tank by Table 3 of this subpart based on the off-site material maximum HAP vapor pressure and the tank's design capacity. The owner or operator shall control air emissions from a tank required by Table 3 to use Tank Level 1 controls in accordance with the requirements of paragraph (c) of this section.

8. Table 3 of the OSWRO MACT requires the owner or operator of a tank with a design capacity of less than 75 cubic meters (m<sup>3</sup>; approximately 19,800 gallons) and storing a liquid with a maximum HAP vapor pressure less than 76.6 kPa to use Tank Level 1 controls.
9. Table 3 of the OSWRO MACT also requires the owner or operator of a tank with a design capacity equal to or greater than 75 m<sup>3</sup> and less than 151 m<sup>3</sup> (approximately 39,864 gallons) and storing a liquid with a maximum HAP vapor pressure less than 27.6 kPa to use Tank Level 1 controls.
10. Pursuant to Section 112(d) of the CAA, 42 U.S.C. § 7412(d), EPA promulgated the National Emission Standards for Hazardous Air Pollutants for Tanks-Level 1 (hereinafter, the Tanks Level 1 MACT) at 40 C.F.R. Part 63, Subpart OO, §§ 63.900 through 63.908.
11. Whenever a regulated-material is in a tank, the Tanks Level 1 MACT, at 40 C.F.R. § 63.902(c), requires each fixed roof tank's closure device to be in the closed position except during specific events such as accessing the tank to conduct routine maintenance and repairs and removing accumulated sludge or other residues from the bottom of the tank.
12. The OSWRO MACT, at 40 C.F.R. § 63.683(d), requires an owner or operator to control equipment leaks from each equipment component that is part of an affected source as defined in 40 C.F.R. § 63.680(c)(3) by implementing leak detection and control measures in accordance with 40 C.F.R. § 63.691.

13. The OSWRO MACT, at 40 C.F.R. § 63.691(b), requires an owner or operator to control the HAP emitted from equipment leaks in accordance with (1) 40 C.F.R. § 61.242 through § 61.247 – National Emission Standards for Equipment Leaks; or (2) 40 C.F.R. § 63.162 through § 63.182 – National Emission Standards for Organic Hazardous Air Pollutants from Equipment Leaks (collectively, referred to as “LDAR requirements”).
14. The LDAR requirements provide that, except during pressure releases, each pressure relief device in gas/vapor service shall be operated with no detectable emissions, as indicated by an instrument reading of less than 500 parts per million (ppm) above background, as measured by the method specified in 40 C.F.R. § 61.245(c) or § 63.180(c). 40 C.F.R. §§ 61.242-4(a) and 63.165(a).
15. The LDAR requirements also provide that after each pressure release, the pressure relief device shall be returned to a condition of no detectable emissions, as indicated by an instrument reading of less than 500 ppm above background, as soon as practicable, but no later than 5 calendar days after each pressure release, except as provided in 40 C.F.R. § 61.242-10 or § 63.171. 40 C.F.R. §§ 61.242-4(b)(1) and 63.165(b)(1).
16. Table 2 of the OSWRO MACT incorporates, among other general provisions found at 40 C.F.R. Part 63, Subpart A, the requirements at 40 C.F.R. § 63.6(e). 40 C.F.R. § 63.6(e)(1)(i) provides that the owner or operator must operate and maintain an affected source in a manner consistent with safety and good air pollution control practices for minimizing emissions at all times.
17. Section 112(i)(3) of the Clean Air Act, 42 U.S.C. § 7412(i)(3), prohibits any person subject to a MACT from operating a source in violation of the MACT requirements. *See also* 40 C.F.R. § 63.4.
18. Pursuant to Section 502(d), 42 U.S.C. § 7661a(d) on August 15, 1995, EPA approved Ohio’s Title V operating permit program.
19. On December 26, 2002, the Ohio Environmental Protection Agency (Ohio EPA) issued a Title V operating permit to Safety-Kleen Corp. - Hebron Recycle Center.
20. Section B.5 of the Title V permit states, “[a]ny transferee of this permit shall assume the responsibilities of the prior permit holder. The appropriate Ohio [Environmental Protection Agency] District Office or local air agency must be notified in writing of any transfer of this permit.”
21. Part II.A.28.a of the Title V permit states, “[t]he pressure drop across the scrubber shall be continuously maintained at a range of 1 to 4 inches of water at all times while the emissions unit is in operation.”
22. Section 502(a) of the Clean Air Act, 42 U.S.C. § 7661a(a), makes it unlawful for any person to violate any requirement of a permit issued under Title V of the Act.

**Factual Background**

23. Clean Harbors is and, since March 2008, has been the owner and operator of a hazardous waste treatment, storage, and disposal facility (TSDF) located at 581 Milliken Drive, Southeast, Hebron, Ohio (the Facility).
24. On October 24, 1996, Safety-Kleen Systems, Inc. (Safety Kleen), the previous owner and operator of the Facility, submitted an Initial Notification to EPA for the Facility regarding the OSWRO MACT.
25. On June 17, 2005, the Ohio EPA issued an Ohio Hazardous Waste Facility Installation and Operation Permit for the Facility to Safety Kleen.
26. On November 18, 2015, the Ohio EPA issued an Ohio Hazardous Waste Facility Installation and Operation Permit Renewal (RCRA Permit) for the Facility to Clean Harbors.
27. Clean Harbors owns and operates 94 above-ground storage tanks in which Clean Harbors stores off-site materials. The RCRA Permit authorizes Clean Harbors to store hazardous waste in, among others, the following fixed roof tanks: Ohio EPA Source Numbers 0145020235 T096 (SK#203), T133 (SK#033), T137 (SK#037), T139 (SK#039), T144 (SK#044), T145 (SK#045), T150 (SK#050), T153 (SK#053), T156 (SK#056), T160 (SK#060), T164 (SK#064), T165 (SK#065), T166 (SK#066), T167 (SK#067), T168 (SK#068), T169 (SK#069), T180 (SK#080), T181 (SK#081), T182 (SK#082), T186 (SK#086), T187 (SK#087), T206 (SK#106), and T212 (SK#112).
28. Each tank listed in paragraph 27 above includes a 24-inch diameter steel manhole cover on the top of the tank. Each manhole and cover is designed to use 24 bolts and nuts to secure each manhole cover.
29. On July 14, 2016, EPA conducted an inspection of the Clean Harbors facility.
30. EPA observed that nearly half of the bolts were missing from the manhole on each tank listed in paragraph 27 above, and thus, the manholes were not secured in the closed position.
31. On July 14, 2016, EPA used a photoionization detector to measure the concentration of volatile organic compounds in the gas discharging from the following storage tanks:

Ohio EPA Source Number	Clean Harbors Tank Number	Material	Detection Area	Maximum Concentration, ppm
T096	SK#203	Waste Fuel, High Chlorinated	Top Manhole	298
T133	SK#033	Propanol Crude	Top Manhole	11
T137	SK#037	Cond water from Dehydration Resin Beds	Top Manhole	962

Ohio EPA Source Number	Clean Harbors Tank Number	Material	Detection Area	Maximum Concentration, ppm
T139	SK#039	Water	Top Manhole	816
T144	SK#044	Waste Water	Top Manhole	49
T145	SK#045	Water/Cumene	Top Manhole	1,118
T150	SK#050	Toluene	Top Manhole	599
T153	SK#053	Isopropyl Alcohol	Top Manhole	609
T156	SK#056	Thinner	Top Manhole	1,500
T160	SK#060	Isopropyl Alcohol	Top Manhole	33
T164	SK#064	Water	Top Manhole	13
T165	SK#065	Methyl Ethyl Ketone	Top Manhole	300
T166	SK#066	Thinner	Top Manhole	550
T167	SK#067	Waste Fuel	Top Manhole	>2,000
T168	SK#068	Ethanol	Top Manhole	519
T169	SK#069	Ethanol	Top Manhole	530
T180	SK#080	Waste Water	Top Manhole	890
T181	SK#081	Waste Water	Top Manhole	661
T182	SK#082	Waste Water	Top Manhole	>2,000
T186	SK#086	Methylene Chloride	Guide Wire Nozzle	29
T187	SK#087	Lean Water	Guide Wire Nozzle	178
T206	SK#106	Thinner, High Chlorinated Clean	Top Manhole	723
T212	SK#112	Waste Fuel, High Chlorinated Clean	Top Manhole	202

32. In an August 19, 2016 email to EPA, Clean Harbors representatives confirmed that the tanks listed in paragraph 27 are subject to the OSWRO MACT.
33. The RCRA Permit authorizes Clean Harbors to store hazardous waste in Ohio EPA Source Number 0145020235 T109 (SK#089B).
34. Tank T109 (SK#089B) is equipped with a pressure-relief device in gas/vapor service as those terms are defined at 40 C.F.R. § 63.161.
35. During the July 2016 inspection, EPA used a photoionization detector to measure the concentration of volatile organic compounds in the gas discharging from the pressure-relief device in gas/vapor service for T109/SK#089B. The concentration of volatile organic compounds was 1,600 ppm.
36. Clean Harbors uses a regenerative fume oxidizer (RFO) to control emissions of volatile organic HAPs from waste management operations including six tanks, a distillation column, and thin-film evaporators.

37. Clean Harbors uses a wet scrubber to control emissions of acid gases (e.g. hydrogen chloride) from the RFO.
38. On April 13, 2016, EPA conducted an inspection of the Clean Harbors facility.
39. During the inspection, the Plant Engineer stated that since replacing the wet scrubber's ceramic packing in 2014, Clean Harbors has measured a pressure drop across the scrubber near zero inches of water column when the RFO is in operation.

**Alleged Violations**

40. Clean Harbors violated 40 C.F.R. §§ 63.685(b)(1) and 63.902(c) by failing to secure the manhole on each tank listed in paragraph 27 in the closed position.
41. Clean Harbors violated 40 C.F.R. § 63.6(e)(1)(i) by failing to operate and maintain the manholes on the tanks listed in paragraph 27 above in a manner consistent with safety and good air pollution control practices for minimizing emissions.
42. Clean Harbors violated 40 C.F.R. § 63.691(b) and the LDAR requirements (40 C.F.R. §§ 61.242-4(a) or 63.165(a)) by operating the pressure relief device in gas/vapor service on T109 (SK#089B) with emissions greater than 500 ppm.
43. Clean Harbors violated Part II.A.28.a of the Title V permit by operating the RFO while the pressure drop across the wet scrubber was zero inches of water column.

Date

1/12/17

Edward Nam

Director

Air and Radiation Division

**CERTIFICATE OF MAILING**

I, Kathy A. Jones, certify that I sent a Finding of Violation, No. EPA-5-17-OH-01, by Certified Mail, Return Receipt Requested, to:

Monte L. Londot  
General Manager  
Clean Harbors Recycling Services of Ohio L.L.C.  
581 Milliken Drive, Southeast  
Hebron, Ohio 43025

I also certify that I sent copies of the Finding of Violation by first-class mail to:

Robert Hodanbosi, Chief  
Division of Air Pollution Control  
Ohio Environmental Protection Agency  
P.O. Box 1049  
Columbus, Ohio 43216-1049

Kelly Toth, Manager  
Division of Air Pollution Control  
Ohio Environmental Protection Agency  
Central District Office  
P.O. Box 1049  
Columbus, Ohio 43216-1049

on the 18<sup>th</sup> day of January 2017



Kathy A. Jones, Program Technician  
AECAB, PAS

Certified Mail Receipt Number: 7014 2870 0001 9577 7692

Appendix E March 9, 2018 Finding of Violation for the Chicago Facility



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5  
77 WEST JACKSON BOULEVARD  
CHICAGO, IL 60604-3590

**MAR 09 2018**

REPLY TO THE ATTENTION OF:

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Alfred Aghapour  
General Manager  
Clean Harbors Recycling Services of Chicago, LLC  
1445 West 42nd Street  
Chicago, Illinois 60609

Re: Finding of Violation  
Clean Harbors Recycling Services of Chicago, LLC  
Chicago, Illinois

Dear Mr. Aghapour:

The U.S. Environmental Protection Agency is issuing the enclosed Finding of Violation (FOV) to Clean Harbors Recycling Services of Chicago LLC (you) under Section 113(a)(3) of the Clean Air Act, 42 U.S.C. § 7413(a)(3). Based on available information, we find that you are violating requirements regarding tanks and equipment leaks in the National Emission Standards for Hazardous Air Pollutants from Off-Site Waste and Recovery Operations at your Chicago, Illinois, facility.

Section 113 of the Clean Air Act gives us several enforcement options. These options include issuing an administrative compliance order, issuing an administrative penalty order and bringing a judicial civil or criminal action.

We are offering you an opportunity to confer with us about the violations alleged in the FOV. The conference will give you an opportunity to present information on the specific finding of violation, any efforts you have taken to comply and the steps you will take to prevent future violations. In addition, in order to make the conference more productive, we encourage you to submit to us information responsive to the FOV prior to the conference date.

Please plan for your facility's technical and management personnel to attend the conference to discuss compliance measures and commitments. You may have an attorney represent you at this conference.

The EPA contact in this matter is Charles Hall. You may contact him by telephone at (312) 353-3443 or by e-mail at [hall.charles@epa.gov](mailto:hall.charles@epa.gov) to request a conference. You should make the request

within 10 calendar days following receipt of this letter. We should hold any conference within 30 calendar days following receipt of this letter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Edward Nam".

Edward Nam  
Director  
Air and Radiation Division

Enclosure

cc: Julie Armitage, Illinois Environmental Protection Agency

Timmery Fitzpatrick  
Assistant General Counsel  
Clean Harbors  
P.O. Box 9149  
42 Longwater Drive  
Norwell, MA 02061-9149



component is a pump, compressor, agitator, pressure relief device, sampling connection system, open-ended valve or line, valve, connector, or instrumentation system; 2) The equipment component contains or contacts off-site material having a total HAP concentration equal to or greater than 10 percent by weight; and 3) The equipment component is intended to operate for 300 hours or more during a calendar year in off-site material service, as defined in 40 C.F.R. § 63.681. 40 C.F.R. § 63.680(c)(3).

6. The OSWRO MACT, at 40 C.F.R. § 63.683(d), requires an owner or operator to control equipment leaks from each equipment component that is part of the affected source specified in 40 C.F.R. § 63.680(c)(3) by implementing leak detection and control measures in accordance with the standards specified in 40 C.F.R. § 63.691.
7. The OSWRO MACT, at 40 C.F.R. § 63.691(b), requires an owner or operator to control the HAP emitted from equipment leaks in accordance with (1) 40 C.F.R. § 61.242 through § 61.247 – National Emission Standards for Equipment Leaks; or (2) 40 C.F.R. § 63.162 through § 63.182 – National Emission Standards for Organic Hazardous Air Pollutants from Equipment Leaks (collectively referred to as “LDAR requirements”).
8. The LDAR requirements, at 40 C.F.R. §§ 61.242-4(a) and 63.165(a), provide that except during pressure releases, each pressure relief device in gas/vapor service shall be operated with no detectable emissions, as indicated by an instrument reading of less than 500 parts per million (ppm) above background, as measured by the method specified in 40 C.F.R. § 61.245(c) or § 63.180(c), respectively.
9. Pursuant to Section 502(d) of the CAA, 42 U.S.C. § 7661a(d), on December 4, 2001, EPA granted final full approval effective November 30, 2001, to Illinois’s Title V operating permit program.
10. On July 11, 2016, the Illinois Environmental Protection Agency (Illinois EPA) issued a Title V operating permit to Clean Harbors, Clean Air Act Permit Program (CAAPP) Permit no. 95120093 (CAAPP Permit).
11. Clean Harbors’ CAAPP Permit requires Clean Harbors to comply with the LDAR requirements in 40 C.F.R. § 63.691(b). See CAAPP Permit § 4.4.2.a.i.
12. Section 502(a) of the Clean Air Act, 42 U.S.C. § 7661a(a), and 40 C.F.R. § 70.7(b) make it unlawful for any person to violate any requirement of a permit issued under Title V of the Act.

### **Factual Background**

13. Clean Harbors is the owner and operator of a facility regulated as a TSDf located at 1445 West 42nd Street, Chicago, Illinois (the Facility).
14. Clean Harbors owns and operates at the Facility 53 above-ground storage tanks in which it can store off-site materials that meet the definition of hazardous waste.

15. On May 26, 2017, EPA conducted an inspection of the Facility and used a flame ionization detector to measure the concentration of volatile organic compounds in the gas discharging from the pressure vent (P/V) or emergency vent (E/V) on storage tanks 33, 34b, 36, 37A, and 40B. The measurements are tabulated below.

Tank	Highest Measurement, ppmV	Location	Contents	Activity in Tank on 05/26/2017
33	3800 ppmV	P/V	N-Methyl Pyrrolidone feed	No activity
	2000 ppmV	E/V		
34B	9000 ppmV	P/V	Tetrahydrofuran feed	No activity
36	3500 ppmV	P/V	Tetrahydrofuran product	No activity
	21 ppmV	E/V		
37A	4200 ppmV	P/V	Water layer from process	No activity
40B	6000 ppmV	P/V	Waste fuel (mix of all bottoms)	No activity
	205 ppmV	E/V		

**Alleged Violations**

16. Clean Harbors violated 40 C.F.R. § 63.691(b), the LDAR requirements (40 C.F.R. §§ 61.242-4(a) or 63.165(a)), and Section 4.4.2.a.i. of its CAAPP Permit by operating the pressure relief device in gas/vapor service on Tanks 33, 34b, 36, 37A, and 40B with emissions greater than 500 ppm.

Date

3/9/18

Edward Nam  
Director

Air and Radiation Division

**CERTIFICATE OF MAILING**

I, Kathy A. Jones, certify that I sent a Finding of Violation, No. EPA-5-18-IL-06, by Certified Mail, Return Receipt Requested, to:

Alfred Aghapour  
General Manager  
Clean Harbors Recycling Services of Chicago, L.L.C.  
1445 West 42nd Street  
Chicago, Illinois 60609

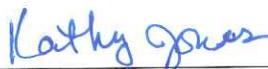
I also certify that I sent copies of the Finding of Violation by first-class mail to:

Julie Armitage  
Chief  
Bureau of Air  
Illinois Environmental Protection Agency  
1021 North Grand Ave. East  
P.O. Box 19276  
Springfield, IL 62794-9276

And to:

Timmery Fitzpatrick  
Assistant General Counsel  
Clean Harbors  
P.O. Box 9149  
42 Longwater Drive  
Norwell, MA 02061-9149

on the 13<sup>th</sup> day of March 2018



Kathy A. Jones, Program Technician  
AECAB, PAS

Certified Mail Receipt Number: 7009 1680 0000 7641 3220