COMMONWEALTH of VIRGINIA

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VALLEY REGIONAL OFFICE
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VIRGINIA WASTE MANAGEMENT BOARD ENFORCEMENT ACTION - ORDER BY CONSENT ISSUED TO AIRDYE SOLUTIONS, LLC EPA ID No. VAD081753881

SECTION A: Purpose

This is a Consent Order issued under the authority of Va. Code § 10.1-1455, between the Virginia Waste Management Board, and AirDye Solutions, LLC, regarding the AirDye Solutions, LLC facility for the purpose of resolving certain violations of the Virginia Waste Management Act and the applicable regulations.

SECTION B: Definitions

Unless the context clearly indicates otherwise, the following words and terms have the meaning assigned to them below:

1. "AirDye" means AirDye Solutions, LLC, a limited liability company authorized to do business in Virginia, and its affiliates, partners, and subsidiaries. AirDye is a "person" within the meaning of Va. Code § 10.1-1400. "Board" means the Virginia Waste Management Board, a permanent citizens' board of the Commonwealth of Virginia, as described in Va. Code §§ 10.1-1184 and -1401.

2. "CFR" means the Code of Federal Regulations, as incorporated into the Regulations.

3. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia, as described in Va. Code § 10.1-1183.

4. "Director" means the Director of the Department of Environmental Quality, as described in Va. Code § 10.1-1185.

5. "Facility" or "Site" means the AirDye Solutions, LLC facility located at 1000 Pleasant Valley Road in Harrisonburg, Virginia.

6. "Generator" means person who is a hazardous waste generator, as defined by 40 CFR § 260.10.

7. "Hazardous Waste" means any solid waste meeting the definition and criteria provided in 40 CFR § 261.3.

8. "LQG" means large quantity generator, a hazardous waste generator that generates 1000 kilograms (2200 pounds) or greater of hazardous waste in a calendar month and meets other restrictions. *See* 40 CFR § 262.34(a)-(b) and (g)-(l).

9. "Notice of Violation" or "NOV" means a type of Notice of Alleged Violation under Va. Code § 10.1-1455.

10. "Order" means this document, also known as a "Consent Order" or "Order by Consent."

11. "RCRA" means the Resource Conservation and Recovery Act, enacted in 1976.

12. "Regulations" or "VHWMR" means the Virginia Hazardous Waste Management Regulations, 9 VAC 20-60-12 *et seq.* Sections 20-60-14, -124, -260 through -266, -268, -270, -273, and -279 of the VHWMR incorporate by reference corresponding parts and sections of the federal Code of Federal Regulations (CFR), with the effective date as stated in 9 VAC 20-60-18, and with independent requirements, changes, and exceptions as noted. In this Order, when reference is made to a part or section of the CFR, unless otherwise specified, it means that part or section of the CFR as incorporated by the corresponding section of the VHWMR. Citations to independent Virginia requirements are made directly to the VHWMR.

13. "Solid Waste" means any discarded material meeting the definition provided in 40 CFR § 261.2.

14. "Va. Code" means the Code of Virginia (1950), as amended.

15. "VAC" means the Virginia Administrative Code.

16. "Virginia Waste Management Act" means Chapter 14 (§ 10.1-1400 *et seq.*) of Title 10.1 of the Va. Code. Article 4 (Va. Code §§ 10.1-1426 through 10.1-1429) of the Virginia Waste Management Act addresses Hazardous Waste Management.

17. "VRO" means the Valley Regional Office of DEQ, located in Harrisonburg, Virginia.

SECTION C: Findings of Fact and Conclusions of Law

1. AirDye Solutions, LLC (AirDye) owns and operates a paper printing for ink transfer facility (Facility) located in Harrisonburg, Virginia. The facility is classified as a Large Quantity Generator (LQG) of hazardous waste in EPA's database. Operations at the Facility are subject to the Virginia Waste Management Act and the Regulations.

2. AirDye submitted a RCRA Subtitle C Site Identification Form, received April 15, 1986, that gave notice of regulated waste activity at the Facility as a LQG of hazardous waste. AirDye, formerly Transprint USA, Inc., was issued EPA ID No. VAD081753881 for the Facility. The Facility name was changed to AirDye Solutions, LLC on February 14, 2014.

3. At the Facility, AirDye generates the following solid wastes which are also hazardous wastes. Each waste is listed with associated waste codes as described in 40 CFR § 261.24 and 261.31. Hazardous wastes, including those listed below, are accumulated in containers at the Facility after generation.

   Ignitable waste - D001
   Corrosive Waste - D002
   Chromium - D007
   Methyl Ethyl Ketone - D035
   Spent non-halogenated solvents - F003, F005
   Wastewater sludge from electroplating process - F006

4. On March 4, 2015, DEQ staff conducted a compliance inspection of AirDye in Harrisonburg, Virginia. Staff also reviewed documents provided to DEQ during the course of the inspection. The following describe the staff's factual observations and identify the applicable legal requirements:

   a. There were four 55 gallon waste drums in the solvent recovery area: two were in the process of being filled with hazardous waste, one was cooling off (once cooled it would be dated and moved to accumulation area), and one full 55 gallon drum was not dated. In the compactor satellite accumulation area, there were two 55 gallon drums with compacted hazardous waste; the total compacted waste for both drums was greater than 55 gallons.

      40 CFR 262.34(c)(1) as referenced in 9 VAC 20-60-262 of the VHWMR requires that a generator may accumulate as much as a 55 gallons of hazardous waste in containers at or near the site of generation, where waste initially accumulates, which is under the control of the operator.

      40 CFR 262.34(c)(2) as referenced in 9 VAC 20-60-262 of the VHWMR requires that a generator must mark the container holding the excess accumulation of hazardous waste with the date the excess amount began accumulating.

b. The container for waste cups used for color matching outside of enclosure #1 was not in line of sight of the satellite area, and out of the control of the operator of the production color matching booth where the cups are generated.

   40 CFR 262.34(c)(1) as referenced in 9 VAC 20-60-262 of the VHWMR requires that a generator may accumulate as much as a 55 gallons of hazardous waste in containers at or near the site of generation, where waste initially accumulates, which is under the control of the operator.

c. The inspector was informed that AirDye has been storing hazardous wastewater sludge from their now closed electroplating process in two 6,500 gallon tanks since December 2013. These tanks were estimated to contain more than 200 gallons of wastewater sludge each. The inspector observed that these tanks were not designed or operated to meet requirements for hazardous waste storage tanks. AirDye had not notified DEQ of the location of these tanks as accumulation areas.

   9 VAC 20-60-262(B)(4) of the VHWMR states that a generator shall notify the Department of each location where he accumulates hazardous waste.

   40 CFR 262.34(a) as referenced in 9 VAC 20-60-262 of the VHWMR states that a generator may accumulate hazardous waste on-site for 90 days or less without a permit.

   40 CFR 265.190 as referenced in 9 VAC 20-60-265 of the VHWMR and required by 40 CFR 262.34(a)(1)(ii) and 9 VAC 20-60-262 states that owners and operators of facilities that use tank systems for storing or treating hazardous waste must follow the requirements of this subpart.

d. AirDye has been storing hazardous waste in waste water treatment tanks since 2013 and has not notified DEQ or initiated permitting.

   40 CFR 262.34(b) as referenced in 9 VAC 20-60-262 of the VHWMR states that generators who accumulate hazardous waste for greater than 90 days is an operator of a Storage facility and should comply with the requirements of 40 CFR 264, 265, 267 and 270, unless he has been granted an extension to the 90 day period.

5. On April 16, 2015, DEQ issued Notice of Violation (NOV) No. 15-04-VRO-004 to AirDye for the violations listed in paragraph 4, above.

6. On April 30, 2015, DEQ staff met with facility representatives, who stated that the Facility had ceased operations and was planning to close permanently. Information was provided, including photos and waste manifests, to show that all of the violations cited in the March 4, 2015 inspection had been resolved.

7. Based on the results of the March 4, 2015 inspection and the April 30, 2015 meeting, the Board concludes that AirDye has violated 40 CFR 262.34(c)(1), 40 CFR 262.34(c)(2), 9 VAC 20-60-262(B)(4), 40 CFR 262.34(a), 40 CFR 265.190 and 40 CFR 262.34(b) as described in paragraph C(4), above.

SECTION D: Agreement and Order

Accordingly, by virtue of the authority granted it in Va. Code § 10.1-1455, the Board orders AirDye, and AirDye agrees to:

1. Perform the actions described in Appendix A of this Order; and

2. Pay a civil charge of **$13,500.00** within 30 days of the effective date of the Order in settlement of the violations cited in this Order.

Payment shall be made by check, certified check, money order or cashier's check payable to the "Treasurer of Virginia," and delivered to:

Receipts Control
Department of Environmental Quality
Post Office Box 1104
Richmond, Virginia 23218

AirDye shall include its Federal Employer Identification Number, 61-1719847, with the civil charge payment and shall indicate that the payment is being made in accordance with the requirements of this Order for deposit into the Virginia Environmental Emergency Response Fund (VEERF). If the Department has to refer collection of moneys due under this Order to the Department of Law, AirDye shall be liable for attorneys' fees of 30% of the amount outstanding.

SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend this Order with the consent of AirDye for good cause shown by AirDye, or on its own motion pursuant to the Administrative Process Act, Va. Code § 2.2-4000 *et seq.*, after notice and opportunity to be heard.

2. This Order addresses and resolves only those violations specifically identified in Section C of this Order and in NOV No. 15-04-VRO-004 dated April 16, 2015. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the facility; or (3) taking subsequent action to enforce the Order.

3. For purposes of this Order and subsequent actions with respect to this Order only, AirDye admits the jurisdictional allegations, findings of fact, and conclusions of law contained herein.

4. AirDye consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.

5. AirDye declares it has received fair and due process under the Administrative Process Act and the Virginia Waste Management Act and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right to any administrative proceeding for, or to judicial review of, any action taken by the Board to modify, rewrite, amend, or enforce this Order.

6. Failure by AirDye to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.

7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.

8. AirDye shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other unforeseeable circumstances beyond its control and not due to a lack of good faith or diligence on its part. AirDye shall demonstrate that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. AirDye shall notify the DEQ Regional Director verbally within 24 hours and in writing within three business days when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:

   a. the reasons for the delay or noncompliance;

   b. the projected duration of any such delay or noncompliance;

   c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and

   d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

   Failure to so notify the Regional Director verbally within 24 hours and in writing within three business days, of learning of any condition above, which the parties intend to assert will result in the impossibility of compliance, shall constitute a waiver of any claim to inability to comply with a requirement of this Order.

9. This Order is binding on the parties hereto and any successors in interest, designees and assigns, jointly and severally.

10. This Order shall become effective upon execution by both the Director or his designee and AirDye. Nevertheless, AirDye agrees to be bound by any compliance date which precedes the effective date of this Order.

11. This Order shall continue in effect until:

    a. The Director or his designee terminates the Order after AirDye has completed all of the requirements of the Order;

    b. AirDye petitions the Director or his designee to terminate the Order after it has completed all of the requirements of the Order and the Director or his designee approves the termination of the Order; or

    c. The Director or Board terminates the Order in his or its sole discretion upon 30 days' written notice to AirDye.

    Termination of this Order, or any obligation imposed in this Order, shall not operate to relieve AirDye from its obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.

12. Any plans, reports, schedules or specifications attached hereto or submitted by AirDye and approved by the Department pursuant to this Order are incorporated into this Order. Any non-compliance with such approved documents shall be considered a violation of this Order.

13. The undersigned representative of AirDye certifies that he or she is a responsible official [or officer] authorized to enter into the terms and conditions of this Order and to execute and legally bind AirDye to this document. Any documents to be submitted pursuant to this Order shall also be submitted by a responsible official of AirDye.

14. This Order constitutes the entire agreement and understanding of the parties concerning settlement of the violations identified in Section C of this Order, and there are no representations, warranties, covenants, terms or conditions agreed upon between the parties other than those expressed in this Order.

15. By its signature below, AirDye voluntarily agrees to the issuance of this Order.

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And it is so ORDERED this _____ day of _____, 2015.

_____
Amy T. Owens, Regional Director
Department of Environmental Quality

AirDye Solutions, LLC voluntarily agrees to the issuance of this Order.

Date: 6/23/2015 By: Mark Lynch, Vice President
Mark Lynch — Vice President
AirDye Solutions, LLC

Commonwealth of Virginia
City/County of Rockingham

The foregoing document was signed and acknowledged before me this 23rd day of June, 2015, by Mark Lynch who is Vice President of AirDye Solutions, LLC, on behalf of the company.

Patricia M. McDorman
Notary Public

7139594
Registration No.

My commission expires: 7/31/2019

Notary seal:

PATRICIA M. McDORMAN
NOTARY PUBLIC
Commonwealth of Virginia
Reg. #7139594
My Commission Expires July 31, 2019