UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2

In the Matter of: **Lansing Rod and Gun Club, Inc.** Respondent Proceeding Under Section 7003 of the Solid Waste Disposal Act, as Amended	**ADMINISTRATIVE ORDER ON CONSENT** **Docket No. RCRA-02-2016-7301**

I. INTRODUCTION

1. This Administrative Order on Consent ("Order") is issued by the United States Environmental Protection Agency to Respondent Lansing Rod and Gun Club, Inc. This Order provides for the performance of specified activities by Respondent in connection with the property located at 55 Salmon Creek Road, Lansing, New York 14882 (the "Site").

II. JURISDICTION

2. This Order is issued pursuant to the authority vested in the Administrator of the United States Environmental Protection Agency ("EPA") by Section 7003 of the Solid Waste Disposal Act, as amended by various laws including the Resource Conservation and Recovery Act of 1976 and the Hazardous and Solid Waste Amendments of 1984, 42 U.S.C. § 6973 (these statutes hereinafter collectively referred to hereinafter as "RCRA" or "the Act"). The authority vested in the Administrator has been duly delegated to the Regional Administrator of EPA, Region 2.

3. Lansing Rod and Gun Club, Inc., owns and operates a shooting range located in Lansing, New York.

4. This Order is voluntarily entered into by the Lansing Rod and Gun Club, Inc. This Order attests to and confirms Respondent's commitment to implement and complete, in good faith, the work as set forth herein. By executing this Order, Respondent: a) agrees to undertake all actions required by the terms, conditions and requirements (hereinafter collectively referred to as the "provisions") of this Order, and b) consents to EPA's jurisdiction to issue and, if necessary, enforce this Order.

5. Notice of the issuance of this Order has been provided to the New York State Department of Environmental Conservation ("NYSDEC") pursuant to Section 7003(a) of RCRA, 42 U.S.C. § 6973(a).

III. PARTIES BOUND

6. This Order shall apply to and be binding upon Respondent, its agents, successors and assigns.

IV. FINDINGS OF FACT AND CONCLUSIONS OF LAW

7. The Lansing Rod and Gun Club, Inc. (the "Respondent") is a non-profit corporation in the State of New York. The Respondent has been incorporated since February 3, 1955.

8. The Respondent is a "person" as defined at Section 1004(15) of the Act, 42 U.S.C. § 6903(15).

9. The Respondent's facility is located at 55 Salmon Creek Road, Lansing, NY 14882 (the "Club" or the "Facility").

10. On or about November 18, 2013 and November 19, 2013, an authorized representative of the EPA contacted the Respondent and a meeting was arranged to visit the Club on December 3, 2013.

11. On or about December 3, 2013, an authorized representative of EPA visited and inspected the Club (the "Inspection").

12. Visual observations made during the Inspection of the facility by the EPA representative revealed that the Club shoots in close proximity to a surface body of water (Salmon Creek).

13. On or about March 16, 2015, EPA sent an Information Request Letter (the "Letter") to the Respondent, requesting information pertaining to shooting activities at the Club.

14. On or about March 25, 2015, Respondent requested an extension to answer the Letter until June 10, 2015. EPA granted that request.

15. On or about June 10, 2015, the Respondent submitted a response (the "Response") to the Letter.

16. The Respondent indicated in its Response that the Club had 132 paying members in 2014.

17. Respondent indicated in its Response, the members shoot only lead shot.

18. The Club is situated on about 100 acres of land and active shooting is done on approximately five acres.

19. The Club is active and has two trap fields, a high powered rifle (300 yard) range and a pistol range..

20. There is a creek (Salmon Creek) that cuts across the trap and rifle range. The creek is located approximately 325 feet from the trap stands.

21. The Club's hours of operation are 9 a.m. to 12 p.m. on Sundays and 4 – 7 p.m. on Mondays.

22. The Respondent indicated that there has never been a lead reclamation event conducted on any of the ranges.

23. There is the potential for lead shot to fall into Salmon Creek and adjacent "freshwater emergent and forested/shrubs wetlands" (as identified by the US Fish and Wildlife Service – National Wetlands Mapper), due to the current configuration of the shooting platforms in the trap shooting range and its proximity to the wetlands and the Creek.

24. Lead shot, when it is not reclaimed or recycled, may be considered discarded and/or abandoned and may be considered a "solid waste," which may constitute a "hazardous waste" as those terms are defined at Section 1004(27) and (5) of the Act, 42 U.S.C. Section 6903(27) and (5).

25. Lead pellets, fired from a shotgun, may break down into soluble lead compounds, such as lead hydroxide, and lead oxide, which may migrate into the groundwater and/or surface water. This soluble lead poses a potential threat to human health and the environment through water contamination.

V. DETERMINATION

26. Based on the foregoing Findings of Fact and Conclusions of Law and the entire administrative record, the Regional Administrator of EPA Region 2 hereby finds, that the continued handling and disposal of lead shot at the Club may present an endangerment to health or the environment within the meaning of Section 7003(a) of RCRA, 42 U.S.C. § 6973(a), and has determined that the issuance of this Order is necessary to protect public health and the environment.

VI. ORDER

27. IT IS HEREBY ORDERED, WITH THE CONSENT OF RESPONDENT, THAT:

a. Respondent shall fully cooperate with EPA representatives in carrying out the provisions of this Order.

b. Except as provided in paragraph (c), within one hundred eighty days (180) of the effective date of this Order, Respondent shall permanently prohibit shooting activities at the Club that use lead ammunition, and by said date Respondent shall take all necessary measures to ensure that no shooting activities in which lead ammunition is used occur at the Club.

c. Instead of ceasing shooting activities using lead ammunition at the Club, Respondent may within eighteen (18) months of the effective date of this Order implement a plan that ensures shooting will no longer be into or over the Creek and adjacent wetlands. If Respondent elects to pursue this option (instead of stopping the use of lead ammunition at the Club pursuant to "27 b"), Respondent shall, within ninety (90) days of the effective date of this Order, submit a plan for EPA's review and approval, for the relocation of the shooting platforms and/or the use of one or more shot curtains (such plan to also include the submission of a proposed schedule not to exceed eighteen (18) months for the implementation of the plan). The parties will confer about the proposed plan as necessary. Within forty-five (45) days of EPA's approval of the plan, Respondent shall implement it according to the schedule in the plan.

Respondent shall also submit to EPA an acceptable "Environmental Stewardship Plan" to demonstrate how the Respondent will on an ongoing basis manage and reclaim lead at all its shooting ranges (this plan shall be consistent with EPA's "Best Management Practices for Lead at Outdoor Shooting Ranges" manual). This plan shall be submitted to EPA within ninety (90) days of the effective date of this Order and shall be implemented on an ongoing basis. Respondent shall periodically reclaim lead shot from the range(s) and shall provide as part of its

Environmental Stewardship Plan a schedule for EPA review and approval for how such reclamation will be accomplished.

d. Nothing in this Order prevents Respondent from taking any action it deems necessary concerning the continued operation of the Club, including closing the Club, provided, however, that any such action Respondent might undertake is not inconsistent with the provisions of this Order (including the provision that all shooting activities that use ammunition containing lead permanently cease within one hundred eighty days (180) of the effective date of this Order, except as provided in paragraph (c).

e. Respondent shall comply with any applicable posting requirements set forth in Section 7003(c) of RCRA, 42 U.S.C. § 6973(c). Nothing herein, however, shall preclude Respondent from taking any action it determines necessary to restrict access to any parts of the Club, provided that such action(s) is/are not inconsistent with any of the provisions of this Order.

VII. NOTICES

28. For purposes of this Order, all written communications, notices or submissions from Respondent to EPA that relate to the implementation of this Order shall, unless Respondent is otherwise advised by EPA, be directed to EPA at the following address:

Mr. Edward J. Guster, III
Environmental Scientist
United States Environmental Protection Agency
290 Broadway 21nd Floor, DECA-RCB
New York, NY 10007-1866
(212) 637-4042

29. For purposes of this Order, all written communications, notices or submissions from EPA to Respondent that relate to the implementation of this Order shall, unless EPA is otherwise advised, be directed to Respondent at the following address:

Ron Robbins
President
Lansing Rod and Gun Club
55 Salmon Creek Road
Lansing, NY 14882

VIII. RESERVATION OF RIGHTS

30. Except as specifically provided elsewhere in this Order, nothing herein is intended or is to be construed as limiting, waiving, extinguishing or otherwise affecting any rights, remedies, authorities or defenses available to EPA (or the United States acting on behalf of EPA) under any applicable law, or available to Respondent, in any suit or proceeding to enforce compliance with any of the provisions of this Order.

31. Notwithstanding any other provision of this Order, EPA (or the United States acting on behalf of EPA) retains all of its authority to take, direct or order any and all actions necessary to protect public health, welfare and/or the environment or to prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants, or contaminants, or hazardous or solid waste or constituents of such wastes, on, at, or from the Site, including but not limited to the right to bring enforcement actions under RCRA, the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), as amended, 42 U.S.C. § 9601 *et seq.*, and/or any other applicable statutes or regulations.

32. Nothing in this Order is intended or is to be construed as a covenant not to sue, or as a release, waiver or limitation of any rights, remedies, defenses, powers or authority vested in or possessed by EPA, or the United States acting on behalf of EPA, under RCRA, CERCLA or any other applicable statutory, regulatory or other authority. Except as specifically provided in this Order, nothing in this Order is intended or is to be construed as limiting, waiving or extinguishing under applicable law any right or defenses available to Respondent.

33. Nothing in this Order is intended or is to be construed to limit or otherwise preclude EPA, or the United States acting on behalf of the United States, from commencing or prosecuting any additional action, suit or proceeding against Respondent should EPA determine that any such additional prosecution is necessary to enforce the provisions of this Order or warranted under any applicable law.

34. This Order is not intended to be nor shall it be construed as a permit. EPA and Respondent agree that EPA's approval of any Work and/or Work Plan pursuant to any provision(s) of this Order does not constitute a warranty or representation that said Work and/or Work Plans will achieve the required cleanup or performance standards. Compliance by Respondent with the terms of this Order is not intended nor shall it be construed to relieve Respondent of its obligations to comply with RCRA or any other applicable local, State, or federal laws (including but not limited to the Federal Water Pollution Control Act, as amended) and regulations.

IX. STIPULATED PENALTIES

35. Unless Respondent is excused under the "Force Majeure and Excusable Delay" provision of this Order, if it fails to comply with any provision of this Order, Respondent shall pay a stipulated penalty for each non-complying act as follows: Respondent shall pay $500/day for each violation of the provisions of this Order.

36. Stipulated penalties shall be paid by cashier's or certified check, payable to the Treasurer, United States of America, and mailed to the EPA - Region 2 (Regional Hearing Clerk), P.O. Box 360188M, Pittsburgh, Pennsylvania. Said payment(s) shall be identified as ***In the Matter of Lansing Rod and Gun, Inc.***, and must reference the **RCRA–02-2016-7301,** the docket number of this Order.

37. All stipulated penalties begin to accrue on the day each act of noncompliance with any provision of this Order first takes place. Said stipulated penalties shall continue to accrue through, and including, the day on which any failure to comply with such provision is remedied. Nothing herein shall preclude, or is intended to preclude, the simultaneous accrual of separate stipulated penalties for each separate act of noncompliance with this Order. Penalties shall accrue regardless of whether EPA has notified Respondent of the act or acts of non-compliance, but need only be paid upon demand.

38. After receipt of a demand from EPA for stipulated penalties pursuant to this section of the Order, Respondent will within twenty (20) days of such demand pay the penalties demanded or provide EPA with a written explanation of why it believes the stipulated penalties are not appropriate for the act(s) of non-compliance cited by EPA.

39. The Director of the Division of Enforcement and Compliance Assistance may, in her sole discretion, reduce or eliminate such stipulated penalties based on Respondent's written explanation as specified in paragraph 38, above, or for good cause as independently determined by the Director. If the Division Director does not eliminate the stipulated penalties, then EPA will again notify Respondent that the original or reduced stipulated penalties must be paid by Respondent. Respondent shall pay the stipulated penalties as set forth in EPA's notice pursuant to this section within thirty (30) days of its receipt of the notice.

40. All penalties owed to EPA under this section shall be due and owing as of the date of Respondent's receipt of the demand, described in paragraph 38 or 39, above. Interest shall also accrue on any amount not paid when due at the rate established by the Secretary of the Treasury pursuant to 31 U.S.C. § 3717.

41. If Respondent fails to pay stipulated penalties as required under this Order, EPA may refer this matter to the Department of Justice or the Department of the Treasury for

collection under applicable law. Nothing in this section is intended to limit or shall be construed to limit any rights or remedies available to EPA (or the United States acting on behalf of EPA) to enforce this Order and to seek compliance with the provisions of this Order or any other applicable law or regulation.

X. NON-RELEASE OF OTHER CLAIMS AND PARTIES

42. Nothing in this Order is intended or shall be construed to constitute a release from any claim, cause of action or demand in law or equity against any person, firm, partnership or corporation for any liability it may have arising out of, or relating in any way to, the generation, storage, treatment, handling, transportation, release, or disposal of any hazardous constituent, hazardous substance, hazardous waste, pollutant, or contaminant found at, taken to, taken from, or emanating from the Club.

XI. PUBLIC PARTICIPATION

43. EPA shall provide for public notice, opportunity for public meeting in the affected area, and a reasonable opportunity for public review and comment on this Order. Following receipt of a written request from EPA, Respondent shall make any non-privileged documents developed pursuant to the provisions of this Order available for public review and comment. Additionally, as requested by EPA, Respondent shall assist EPA in effectuating the above-described public notice, public meeting and/or public review and comment.

XII. INDEMNIFICATION OF THE UNITED STATES GOVERNMENT

44. To the extent not otherwise prohibited by law, Respondent shall indemnify, save and hold harmless the United States Government, its agencies, departments, agents, and/or employees, from any and all claims or causes of action arising from or on account of acts or omissions of Respondent or its agents, independent contractors, receivers, trustees, subcontractors or successors and/or assigns in carrying out any activity(ies) required by this Order. This indemnification provision is not intended and shall not be construed to limit, extinguish, waive or otherwise affect the rights or obligations of Respondent or the United States under their various contracts or statutes.

XIII. OTHER APPLICABLE LAWS

45. Respondent shall undertake all activities required by this Order in accordance with the requirements of all applicable local, state and federal laws and regulations.

XIV. SEVERABILITY

46. If any provision of this Order or the application of this Order to any party or circumstance is found to be invalid, or is temporarily stayed, by a court of competent jurisdiction, the

remainder of this Order shall remain in force and shall not be affected thereby, and Respondent shall continue to be bound by such remainder.

XV. FORCE MAJEURE AND EXCUSABLE DELAY

47. Respondent shall perform all the requirements of this Order within the time limits set forth, approved, or established herein, unless the performance is prevented or delayed solely by events that constitute a *force majeure*. A *force majeure* is defined as any event(s) arising from causes not reasonably foreseeable and beyond the control of Respondent, and which event(s) could not be overcome by due diligence and which delays or prevents performance by a date required by this Order. Such events do not include unanticipated or increased costs of performance, changed economic circumstances, normal precipitation events or failure to obtain federal, state or local permits.

48. Respondent shall notify in writing the EPA Project Manager, at the address listed above in paragraph 28, within five (5) days after first becoming aware of any event, about which it knows or should know, that constitutes a *force majeure*. Such notice shall detail the estimated length of delay, including necessary demobilization and remobilization, its causes, measures taken or to be taken to minimize the delay, and an estimated timetable for implementation of these measures. Respondent shall adopt all reasonable measures to avoid and minimize the delay. Failure to comply with the notice provision of this section shall constitute a waiver of Respondent's right to assert a *force majeure* and may be grounds for EPA to deny Respondent an extension of time for performance.

49. After receiving such notice from Respondent that Respondent is invoking the *force majeure* provisions of this Order, EPA shall respond in writing indicating either EPA's agreement that the event(s) constitutes a *force majeure* or its disagreement and the reasons therefor.

50. If the parties to this Order agree that a *force majeure* has occurred, the time for performance may be extended, upon EPA approval, for a period equal to the delay resulting from such circumstances or such longer time as EPA deems appropriate. Any such extension shall be documented in writing. Such an extension shall not alter the schedule for performance or completion of any other tasks required by this Order unless these are also specifically altered in writing

51. In the event the parties are unable to agree that any delay or failure has been or will be caused by a *force majeure*, or if there is no agreement on the length of the extension, the parties shall resolve such inability to agree in accordance with the provisions of the Dispute Resolution section of this Order, set forth below.

XVI. RETENTION OF RECORDS

52. Respondent shall preserve, or make arrangement with any contractors it hires for the preservation of all records, documents and data (hereinafter referred to as "records") relating to work being undertaken or performed pursuant to the provisions of this Order and shall make such records available to EPA for inspection upon request. Such records shall be maintained while this Order is in effect and for five (5) years following termination of other parts of this Order pursuant to Section XXI below. After the 5-year retention period and ninety (90) days before any record is destroyed, Respondent shall notify EPA that it plans to get rid of the records and that such records are available for EPA inspection. Upon request, Respondent shall provide the originals or copies (at no extra cost) of such records to EPA. Respondent shall acquire and retain copies of all records that relate to the Club that are in the possession of its employees, agents, accountants and contractors.

XVII. ON-SITE AND OFF-SITE ACCESS

53. Until this Order is terminated pursuant to the Termination section, below, and in accordance with paragraph 62, Respondent shall permit any authorized EPA representatives access at all reasonable times to the Club for any purpose relevant to the work to be performed pursuant to the provisions of the Order, including the following purpose(s): observing activities at the Club related to performance of the work required by the Order, interviewing personnel, conducting sampling or monitoring, taking photographs and verifying information or data related to requirements of or work under the Order.

54. Upon request, Respondent shall make available to EPA for inspection, copying, or photographing, all records, files, computer diskettes, photographs, documents, or any other writing or medium for the storage of information, including monitoring and sampling data that pertain to any work undertaken pursuant to this Order. Except as hereinafter provided, Respondent may assert a business confidentiality claim covering all or part of any information submitted to EPA pursuant to the terms of this Order under 40 C.F.R. § 2.203 in the manner set forth in 40 C.F.R. § 2.203(b). Any assertion of confidentiality shall be accompanied by sufficient documentation to satisfy the requirements of 40 C.F.R. § 2.204. Information determined to be confidential by EPA shall be given the protection specified in 40 C.F.R. Part 2. If no claim of confidentiality is made when documentation is submitted to EPA, or if such a claim is not substantiated, EPA may make such information available to the public without further notice to Respondent. Notwithstanding the foregoing, Respondent shall not assert any confidentiality claim with regard to any data developed pursuant to this Order, or with regard to any portion of a technical report in which such data appear or are referred to, or with regard to conditions at the Club, sampling, monitoring or work performed pursuant to this order.

55. Nothing in this Order is intended or shall be construed to limit or otherwise affect EPA's right of access and entry pursuant to any applicable laws and regulations, including RCRA and CERCLA.

56. Nothing in this Order is intended or shall be construed to limit or otherwise affect any liability or obligation of Respondent to perform work beyond the facility boundary, notwithstanding any lack of access. EPA may determine that additional measures on the Club must be undertaken if access to areas not owned or controlled by the Club cannot be obtained.

XVIII. NO FINAL AGENCY ACTION

57. Notwithstanding any other provision of this Order, no action or decision by EPA pursuant to this Order, including decisions of the Regional Administrator, Region 2, or any authorized representative of EPA, shall constitute final agency action within the meaning of 5 U.S.C. §§ 701-706 or other applicable law so as to give rise to any rights of judicial review prior to EPA's initiation of a judicial or an administrative enforcement action for a violation of this Order, which may include an action for penalties, an action to compel Respondent's compliance with the provisions of this Order, or such other relief as may be lawful and proper.

58. In any proceeding commenced by EPA (or the United States on behalf of EPA) for a violation of this Order, Respondent shall bear the burden of proving that EPA's interpretation of the terms of this Order was arbitrary, capricious, an abuse of discretion or otherwise not in accordance with law, or this Order. In any such proceeding, EPA shall bear the burden of proving that Respondent violated a provision(s) of this Order.

XIX. MODIFICATION

59. This Order may only be amended or modified by Respondent and EPA. Such amendment(s) shall be in writing, shall first be signed by Respondent, and shall have as its/their effective date the date on which said amendment(s) are signed by the Regional Administrator, EPA Region 2.

60. No informal or other oral advice, guidance, suggestions or comments by EPA regarding reports, plans, specifications, schedules, and any other writing submitted by the Respondent are intended or shall be construed as an amendment or modification to this Order. If after Respondent has made a good faith effort to secure any required state or local permit(s) (i.e., submitted a complete application, and thereafter pursued such application in good faith), and the issuance of said permit(s) is delayed, and such delay may effect Respondent's ability to meet a deadline for performance of any of the terms of this Order, Respondent may notify the EPA Project Manager at the address below, in writing, to request an extension of time. Thereafter, the EPA Project Manager may grant

an extension of a deadline if EPA concludes good cause has been shown for extending the deadline.

Edward Guster, III
Environmental Scientist
U.S. Environmental Protection Agency
290 Broadway – 21st Floor, DECA-RCB
New York, New York 10007-1866

XX. DISPUTE RESOLUTION

61. EPA and Respondent shall use their best efforts informally and in good faith to resolve all disputes and material differences regarding implementation of the provisions of this Order. If, despite such efforts, Respondent disagrees, in whole or in part, with any disapproval or modification or other decision or directive EPA has made pursuant to this Order, Respondent shall then notify EPA in writing of its disagreements and/or objections, the basis (bases) therefore and any other matters Respondent considers necessary or material for EPA's determination. Respondent shall submit such notice within twenty (20) days of receipt of EPA's disapproval, modification, other decision, or directive. Within forty-five (45) days of EPA's receipt of such written notice, or by such other date as may be agreed upon by the parties, EPA shall provide to Respondent in writing its decision on the pending dispute, which decision shall be binding on the parties to this Order. EPA and the Respondent may continue to confer and to use informal efforts to resolve the dispute during the period that EPA's final determination is pending.

62. The existence of a dispute as defined herein and EPA's consideration of such matters as placed into dispute shall excuse, toll, or suspend during the pendency of the dispute resolution process the compliance obligation or deadline which is in dispute and any other obligation or deadline that is demonstrably dependent on the matters in dispute, and EPA shall not seek to assess a penalty for noncompliance with the obligation or deadline for the period of time during which the obligation or deadline was excused, tolled, or suspended, regardless of the decision on the dispute. No obligation or deadline shall be excused, tolled, or suspended, unless Respondent exercises due diligence to resolve the dispute.

XXI. TERMINATION

63. Except for paragraphs 27, 30 and 53 above, this Order shall terminate five (5) years from the effective date.

XXII. CONSEQUENCES OF A FAILURE TO COMPLY

64. The failure of Respondent to comply with a provision of this Order shall constitute a violation thereof, and such violation may give rise to an enforcement action pursuant to

including but not limited to Section 7003(b) of the Act, 42 U.S.C. § 6973(b), as amended. 40 C.F.R. Part 19.

XXIII. GENERAL PROVISIONS

65. Nothing in this Order is intended or shall be construed to constitute a satisfaction or release from liability with respect to any conditions or claims arising as a result of past, current or future operations, ownership or use of the Club by Respondent, its agents, successors or assigns.

66. Nothing in this Order is intended or is to be construed to affect any right, claim, interest, defense or cause of action of EPA (or the United States acting on behalf of EPA) with respect to Respondent or any third parties.

XXIV. CONSENT

67. Respondent consents to and agrees not to contest EPA's jurisdiction to issue this Order. Respondent consents to and agrees not to contest EPA's jurisdiction (or that of the United States acting on behalf of EPA) to enforce and compel compliance with the provisions of this Order, whether such effort to enforce or compel compliance is brought in a judicial or administrative proceeding.

68. Respondent consents and agrees to the issuance of this Order and its provisions, and consents to and agrees to undertake all activities required by the provisions of this Order. Respondent consents to and agrees to the issuance of this Order, as an order, pursuant to Section 7003 of RCRA, 42 U.S.C. § 6973, and Respondent hereby waives any rights it may have to request a hearing on this matter.

69. Respondent neither admits nor denies the Findings of Fact and Conclusions of Law set forth in Section IV of this Order, above. Respondent enters into this Order in good faith and its execution of this Order is not intended and shall not be construed as an admission relating to the violation of any law or an assumption of liability beyond that expressly stated herein.

70. Respondent agrees not to contest, and agrees to waive any defense concerning, the validity of this Order, or any particular provision contained herein, except as otherwise provided in this Order.

71. The signatory to this Order for Respondent certifies that he or she is fully authorized to execute this Order on behalf of Respondent and is duly authorized to bind Respondent to the provisions of this Order.

XXV. EFFECTIVE DATE

72. The effective date of this Order shall be ten (10) days after the date the Order is signed by the Regional Administrator, EPA Region 2. EPA will make reasonable efforts to notify Respondent in a timely manner of the date of signing of this Order.

In re Lansing Rod and Gun Club, Inc.
Docket Number RCRA-02-2016-7301

For Lansing Rod and Gun Club, Inc., Respondent

J. Scott Hicks VP
Signature

Aug. 29, 2016
Date

J. Scott Hicks, V.P.
Signatory's Name (Please Print)

Vice President
Signatory's Title

For the United States Environmental Protection Agency, Region 2

Judith A. Enck
Regional Administrator
U.S. Environmental Protection Agency
Region 2
290 Broadway, 26th Floor
New York, New York 10007-1866

Date