UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA Plaintiff, v. PARKWAY IRON AND METAL CO., INC., Defendant.	)	Civil No. 2:16-cv-02515

NOTICE OF LODGING OF CONSENT DECREE

Plaintiff, the United States of America, by and through the undersigned attorneys, respectfully lodges the accompanying proposed Consent Decree, attached hereto, between the United States as Plaintiff and Parkway Iron and Metal Co., Inc. as Defendant, which if approved, will resolve the claims against Defendant in the above-captioned matter. The United States is ***not*** requesting any action by the Court at this time on the proposed Consent Decree.

Consistent with Department of Justice regulations (28 C.F.R. § 50.7), the United States is inviting the public to comment on the proposed Consent Decree for a period of thirty days before seeking judicial approval. The public comment period will begin upon publication of a notice in the Federal Register, which we anticipate will occur shortly. Upon expiration of that comment period, the United States will advise the Court of any comments received and of the United States' position as to whether the proposed Consent Decree should be approved and entered by this Court. The United States may withhold its consent to the proposed Consent Decree if the comments disclose facts or considerations which indicate that the proposed Consent Decree is improper, inappropriate, inadequate, or not in the public interest.

The United States respectfully requests that the Court wait, before considering whether to approve and enter the proposed Consent Decree as an order of this Court, a subsequent submission by the United States regarding any comments received during the public comment period and the United States' position regarding entry of the proposed Consent Decree.

Dated: May 4, 2016

RESPECTFULLY SUBMITTED,

ELLEN M. MAHAN
Deputy Chief
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice

/s/Rachel Evans King
RACHEL EVANS KING
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
United States Department of Justice
P.O. Box 7611, Ben Franklin Station
Washington, D.C. 20044-7611
Telephone: (202) 514-5471
Email: Rachel.King@usdoj.gov

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

UNITED STATES OF AMERICA, Plaintiff, v. PARKWAY IRON AND METAL CO., INC. Defendant.	)	Civil Action No. 2:16-cv-02515

CONSENT DECREE

TABLE OF CONTENTS

I. JURISDICTION AND VENUE 1
II. APPLICABILITY 1
III. DEFINITIONS 2
IV. CIVIL PENALTY 3
V. COMPLIANCE REQUIREMENTS 4
VI. SUPPLEMENTAL ENVIRONMENTAL PROJECT 5
VII. REPORTING REQUIREMENTS 7
VIII. STIPULATED PENALTIES 8
IX. FORCE MAJEURE 11
X. DISPUTE RESOLUTION 12
XI. INFORMATION COLLECTION AND RETENTION 13
XII. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS 14
XIII. COSTS 15
XIV. NOTICES 15
XV. EFFECTIVE DATE 16
XVI. RETENTION OF JURISDICTION 16
XVII. MODIFICATION 17
XVIII. TERMINATION 17
XIX. PUBLIC PARTICIPATION 17
XX. SIGNATORIES/SERVICE 18
XXI. INTEGRATION 18
XXII. FINAL JUDGMENT 18
XXIII. APPENDICES 18

Plaintiff United States of America, on behalf of the United States Environmental Protection Agency ("EPA"), has filed a Complaint in this action concurrently with this Consent Decree, alleging that Defendant, Parkway Iron and Metal Co., Inc., violated Sections 608 and 114 of the Clean Air Act ("Act"), 42 U.S.C. §§ 7671g and 7414, at its facility located at 613-639 Rt. 46E in Clifton, New Jersey. In its Complaint, the United States seeks injunctive relief and civil penalties.

Defendant does not admit any liability to the United States arising out of the transactions or occurrences alleged in the Complaint.

The Parties recognize, and the 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, 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 Act, 42 U.S.C. § 7413(b), and over the Parties. Venue lies in this District pursuant to Section 113(b) of the Act, 42 U.S.C. § 7413(b), and 28 U.S.C. §§ 1391 (b) and (c) and 1395(a), because the violations alleged in the Complaint are alleged to have occurred within this judicial district, and Defendant maintains its principal place of business within this judicial district. For purposes of this Decree, or any action to enforce this Decree, Defendant consents to the Court's jurisdiction over this Decree and any such action and over Defendant and consents to venue in this judicial district.

2. For purposes of this Consent Decree, Defendant agrees that the Complaint states claims upon which relief may be granted pursuant to Section 113(b) of the Act, 42 U.S.C. § 7413(b).

II. APPLICABILITY

3. The obligations of this Consent Decree apply to and are binding upon the United States, and upon Defendant and any successors, assigns, or other entities or persons otherwise bound by law.

4. No transfer of ownership or operation of the Facility, whether in compliance with the procedures of this Paragraph or otherwise, shall relieve Defendant of its obligation to ensure that the terms of the Decree are implemented. At least 30 Days prior to such transfer, Defendant shall provide a copy of this Consent Decree to the proposed transferee and shall simultaneously provide written notice of the prospective transfer, together with a copy of the proposed written agreement, to EPA Region 2, the United States Attorney for the District of New Jersey and the United States Department of Justice, in accordance with Section XIV (Notices). Any attempt to transfer ownership or operation of the Facility without complying with this Paragraph constitutes a violation of this Decree.

5. Defendant 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. Defendant shall condition any such contract upon performance of the work in conformity with the terms of this Consent Decree.

6. In any action to enforce this Consent Decree, Defendant 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

7. Terms used in this Consent Decree that are defined in the Act or in regulations promulgated pursuant to the Act shall have the meanings assigned to them in the Act 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:

"Appliance" shall mean any device which contains and uses a Refrigerant and which is used for household or commercial purposes, including any air conditioner, refrigerator, chiller, or freezer;

"Complaint" shall mean the Complaint filed by the United States in this action;

"Consent Decree" or "Decree" shall mean this Decree and Appendices A and B;

"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 holiday, the period shall run until the close of business of the next business day;

"Defendant" or "Parkway" shall mean Parkway Iron and Metal Co., Inc.;

"EPA" shall mean the United States Environmental Protection Agency and any of its successor departments or agencies;

"Effective Date" shall have the definition provided in Section XV;

"Facility" shall mean Defendant's scrap metal facility located at 613-639 Rt. 46E, Clifton, New Jersey;

"Motor Vehicle" shall mean any vehicle that is self-propelled and designed for transporting persons or property on a street or highway, including but not limited to passenger cars, light duty vehicles, and heavy duty vehicles. "Motor Vehicle" shall include crushed or compressed motor vehicles, also known as motor vehicle "carcasses";

"Paragraph" shall mean a portion of this Decree identified by an arabic numeral;

"Parties" shall mean the United States and Defendant;

"Refrigerant" shall mean any substance consisting in part or whole of a class I or class II ozone-depleting substance that is used for heat transfer purposes and provides a cooling effect;

"Section" shall mean a portion of this Decree identified by a roman numeral;

"Substitute" shall mean any chemical or product, whether existing or new, that is used by any person as an EPA-approved replacement for a class I or class II ozone-depleting substance in a given refrigeration or air-conditioning end-use;

"United States" shall mean the United States of America, acting on behalf of EPA.

IV. CIVIL PENALTY

8. Defendant shall pay the sum of $145,000 plus interest as a civil penalty. Payment of the penalty shall be made in three equal installments according to the following schedule:

1st installment payment.....Within 30 Days after the Effective Date

2nd installment payment.....On the first anniversary of the Effective Date

3rd installment payment .....On the second anniversary of the Effective Date

9. Interest will accrue on the unpaid balance of the penalty beginning on the date of lodging. The interest rate is that rate specified in 28 U.S.C. § 1961 on the date of lodging.

10. Defendant shall pay the civil penalty due at https://www.pay.gov to the U.S. Department of Justice account, in accordance with instructions provided to Defendant by the Financial Litigation Unit ("FLU") of the United States Attorney's Office for the District of New Jersey after the Effective Date. The payment instructions provided by the FLU will include a Consolidated Debt Collection System ("CDCS") number, which Defendant shall use to identify all payments required to be made in accordance with this Consent Decree. The FLU will provide the payment instructions to:

Andy Maybaum
Chief Operating Officer
Parkway Iron & Metal, Inc.
613-639 Route 46E
Clifton, NJ 07013
973-340-3535
am@parksteinnj.com

on behalf of Defendant. Defendant may change the individual to receive payment instructions on its behalf by providing written notice of such change to the United States and EPA in accordance with Section XIV (Notices).

At the time of payment, Defendant shall send notice that payment has been made: (i) to EPA via email at cinwd_acctsreceivable@epa.gov or via regular mail at EPA Cincinnati Finance Office, 26 W. Martin Luther King Drive, Cincinnati, Ohio 45268; and (ii) to the United States

via email or regular mail in accordance with Section XIV. Such notice shall state that the payment is for the civil penalty owed pursuant to the Consent Decree in United States v. Parkway Iron and Metal Co., Inc. and shall reference the civil action number, CDCS Number and DOJ case number 90-5-2-1-10979.

11. Defendant shall not deduct any penalties paid under this Decree pursuant to this Section or Section VIII (Stipulated Penalties) in calculating its federal income tax.

V. COMPLIANCE REQUIREMENTS

12. With respect to the Facility, Defendant shall comply with Sections 608 and 114 of the Act, 42 U.S.C. §§ 7671(g) and 7414, as well as the regulations implementing Section 608 of the Act, 40 C.F.R. Part 82 Subpart F.

13. A trained Parkway employee shall inspect each Appliance and each Motor Vehicle that arrives on Parkway's property for delivery to determine whether Refrigerant or a Substitute is present. Parkway shall log each inspection including the inspection date, serial number of the Appliance or Motor Vehicle, inspector, presence of Refrigerant or a Substitute (Y/N), and the method of determining the presence of Refrigerant or a Substitute.

14. If Parkway's inspection indicates that the Appliance or Motor Vehicle contains Refrigerant or a Substitute, Parkway shall recover the Refrigerant or Substitute, regardless of the type of Refrigerant or Substitute, at no cost to the party delivering the Motor Vehicle or Appliance and without reducing the value of the scrap. Parkway shall not reject Appliances or Motor Vehicles containing Refrigerant or a Substitute. Notwithstanding the foregoing, Parkway may notify all suppliers of Appliances and Motor Vehicles that Refrigerant must be properly removed before delivery of the items to the facility. The form of this notification may be warning signs, letters to suppliers, vendor contracts to large suppliers that obligates such suppliers to remove Refrigerants before delivery or other equivalent means.

15. Parkway shall maintain a log of all recovered Refrigerant and Substitute, including the date of recovery, the serial number of the Appliance or Motor Vehicle, the technician's name, and the amount and type of Refrigerant or Substitute recovered if possible to determine.

16. Parkway shall maintain a log documenting the reclamation, disposal, or other disposition of all Refrigerant and Substitute it recovers from Appliances or Motor Vehicles. The log shall include any receipts documenting the disposition of recovered Refrigerant and Substitutes. The inspection logs required by Paragraph 13, the recovery logs required by Paragraph 15, and the disposition logs required by this Paragraph shall be substantially similar to the sample logs attached to this Consent Decree as Appendix A.

17. If Parkway's inspection indicates that the Appliance or Motor Vehicle does not contain Refrigerant or a Substitute, Parkway shall obtain a verification statement indicating (1) that the supplier properly recovered the Refrigerant or Substitute or (2) that the Appliance or Motor Vehicle did not contain Refrigerant or a Substitute when the supplier obtained the Appliance or Motor Vehicle. Annual contractual verification statements will be acceptable for

long-term repeat suppliers only and do not absolve Parkway of the requirement to inspect each Appliance or Motor Vehicle delivered. All other suppliers must complete a verification statement for each Appliance or Motor Vehicle delivered.

18. If Parkway determines that any repeat supplier or seller is routinely failing to comply with Section 608 of the Clean Air Act or 40 C.F.R. Part 82, Subpart F, Parkway shall provide the name, address, and telephone number of that supplier to EPA in accordance with Section XIV (Notices).

19. All measures described in this Section V shall be fully implemented within 30 days after the Effective Date.

VI. SUPPLEMENTAL ENVIRONMENTAL PROJECT

20. Defendant shall implement a Supplemental Environmental Project ("SEP"), by installing at the Facility a Riverside ASR Closed Loop Z-Box, Cyclone, and Baghouse with Polyester Microfelt ("Riverside Z-Box") as described in Appendix B, in accordance with all provisions of this Section VI. The SEP shall be completed within 180 Days after the Effective Date, which completion date may be extended for an additional 90 Days upon written request made by Parkway and a showing of good faith efforts undertaken by Parkway. The SEP shall reduce air emissions of particulate matter, cadmium, chromium, lead, and mercury. The SEP shall also reduce storm water runoff of cadmium, chromium, lead, and mercury. Defendant shall operate the Riverside Z-Box at all times when the Facility's shredder or sorting system is in use.

21. Defendant is responsible for the satisfactory completion of the SEP in accordance with the requirements of this Decree. Defendant may use contractors or consultants in planning and implementing the SEP. "Satisfactory completion" means:

a. installation at the Facility of the Riverside Z-Box as described in Appendix B; and

b. testing of the Riverside Z-Box to ensure that it is achieving pollutant reductions within 15% of expected pollutant reductions described in Appendix B.

22. With regard to the SEP, Defendant certifies the truth and accuracy of each of the following:

a. that all cost information provided to EPA in connection with EPA's approval of the SEP is complete and accurate and that Defendant in good faith estimates that the cost to implement the SEP is $261,000;

b. that all information regarding the SEP's expected emissions reductions provided to EPA in connection with EPA's approval of the SEP is complete and accurate;

c. that, as of the date of executing this Decree, Defendant is not required to perform or develop the SEP by any federal, state, or local law or regulation and is not required to perform or develop the SEP by agreement, grant, or as injunctive relief awarded in any other action in any forum;

d. that the SEP is not a project that Defendant was planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this Decree;

e. that Defendant has not received and will not receive credit for the SEP in any other enforcement action;

f. that Defendant will not receive any reimbursement for any portion of the SEP from any other person; and

g. that (i) Defendant is not a party to any open federal financial assistance transaction that is funding or could fund the same activity as the SEP described in Appendix B; and (ii) Defendant has inquired of Riverside Engineering whether it is a party to an open federal financial assistance transaction that is funding or could fund the same activity as the SEP, and Defendant has been informed by Riverside Engineering that it is not a party to such a transaction. For purposes of these certifications, the term "open federal financial assistance transaction" refers to a grant, cooperative agreement, loan, federally guaranteed loan, or other mechanism for providing federal financial assistance whose performance period has not yet expired.

23. SEP Reports

a. Within 90 days after the Effective Date, Defendant shall submit a brief Interim SEP Report in accordance with Section XIV (Notices). The Interim SEP Report shall contain the following information:

(1) a description of the steps that Defendant has taken to implement the SEP to date;

(2) a description of any problems encountered in completing the SEP and the solutions thereto; and

(3) Defendant's best estimate of the likely SEP completion date.

b. Within 30 days after the date set for completion of the SEP, Defendant shall submit a SEP Completion Report to the United States, in accordance with Section XIV (Notices). The SEP Completion Report shall contain the following information:

(1) a detailed description of the SEP as implemented;

(2) a description of any problems encountered in completing the SEP and the solutions thereto;

(3) an itemized list of all eligible SEP costs expended;

(4) certification that the SEP has been fully implemented pursuant to the provisions of this Decree; and

(5) a description of the environmental and public health benefits resulting from implementation of the SEP with a quantification of the pollutant

reductions.

24. EPA may, in its sole discretion, require information in addition to that described in the preceding Paragraph in order to evaluate Defendant's completion report.

25. After receiving the SEP Completion Report, the United States shall notify Defendant within 90 days whether or not Defendant has satisfactorily completed the SEP. If Defendant has not completed the SEP in accordance with this Consent Decree, stipulated penalties may be assessed under Section VIII.

26. Disputes concerning the satisfactory performance of the SEP and the amount of eligible SEP costs may be resolved under Section X (Dispute Resolution). No other disputes arising under this Section shall be subject to Dispute Resolution.

27. Each submission required under this Section shall be signed by an official with knowledge of the SEP and shall bear the certification language set forth in Paragraph 33.

28. Any public statement, oral or written, in print, film, or other media, made by Defendant making reference to the SEP under this Decree shall include the following language: "This project was undertaken in connection with the settlement of an enforcement action brought by the United States on behalf of the U.S. Environmental Protection Agency under the Clean Air Act and captioned as United States v. Parkway Iron and Metal Co., Inc."

29. For federal income tax purposes, Defendant agrees that it will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEP.

VII. REPORTING REQUIREMENTS

30. Defendant shall submit the following reports:

a. By July 31st and January 31st of each year after the lodging of this Consent Decree, until termination of this Decree pursuant to Section XVIII, Defendant shall submit to EPA a report for the preceding six months that shall include: a description of Defendant's implementation of compliance requirements including copies of all logs required by Paragraphs 13, 15, and 16, all contracts entered into as permitted by Paragraph 17, and all verification statements collected in accordance with Paragraph 17; a description of Defendant's implementation of the SEP including a summary of costs incurred since the previous report; and a discussion of problems encountered or anticipated in implementing the compliance measures or the SEP, together with implemented or proposed solutions.

b. The report shall also include a description of any non-compliance with the requirements of this Consent Decree and an explanation of the violation's likely cause and of the remedial steps taken, or to be taken, to prevent or minimize such violation. If Defendant violates, or has reason to believe that it may violate, any requirement of this Consent Decree, Defendant shall notify the United States of such violation and its likely duration, in writing, within ten working Days of the Day Defendant first becomes aware of the violation, with an explanation of the violation's likely cause and of the remedial

steps taken, or to be taken, to prevent or minimize such violation. If the cause of a violation cannot be fully explained at the time the report is due, Defendant shall so state in the report. Defendant shall investigate the cause of the violation and shall then submit an amendment to the report, including a full explanation of the cause of the violation, within 30 Days of the Day Defendant becomes aware of the cause of the violation. Nothing in this Paragraph or the following Paragraph relieves Defendant of its obligation to provide the notice required by Section IX (Force Majeure).

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

32. All reports shall be submitted to the persons designated in Section XIV (Notices).

33. Each report submitted by Defendant under this Section shall be signed by an official of the submitting party and 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 am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

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

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

36. 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.

VIII. STIPULATED PENALTIES

37. Defendant shall be liable for stipulated penalties to the United States for violations of this Consent Decree as specified below, unless excused under Section IX (Force Majeure). A violation includes failing to perform any obligation required by the terms of this Decree, including any work plan or schedule approved under this Decree, according to all applicable requirements of this Decree and within the specified time schedules established by or approved under this Decree.

38. Late Payment of Civil Penalty. If Defendant fails to pay any portion of the civil penalty required to be paid under Section IV (Civil Penalty) when due, Defendant shall pay a stipulated penalty of $500 per Day for each Day that the payment is late.

39. Reporting Requirements. If Defendant fails to submit the reports required by Section VII when due, Defendant shall pay a stipulated penalty of $100 per Day for each Day that the report is late.

40. Compliance Milestones. The following stipulated penalties shall accrue per violation per Day for each violation of the requirements identified below in subparagraphs 40.a through 40.f:

Penalty Per Violation Per Day	Period of Noncompliance
$1,000	1st through 30th Day
$3,000	30th through 60th Day
$5,000	61st Day and beyond

Applicable requirements:

a. Inspecting every Appliance and Motor Vehicle pursuant to Paragraph 13;

b. No-cost recovery of Refrigerant or Substitute pursuant to Paragraph 14;

c. Maintaining log of Refrigerant recovery pursuant to Paragraph 15;

d. Properly disposing of all recovered Refrigerant pursuant to Paragraph 16;

e. Obtaining verification statements or contracts pursuant to Paragraph 17; and

f. Notifying EPA of violating suppliers pursuant to Paragraph 18.

41. SEP Compliance.

a. Failure to Implement: If the Defendant fails to implement the SEP, or halts or abandons work on the SEP set forth in Section VI and Appendix B, Defendant shall pay a stipulated penalty of $300,000. The penalty under this subparagraph shall accrue as of the date specified for completing the SEP or the date performance ceases, whichever is earlier.

b. Late Compliance: Alternatively, if Defendant fails to satisfactorily complete the SEP by the deadline set forth in Paragraph 20, Defendant shall pay a stipulated penalty of $500 per Day for each Day on which it fails to satisfactorily complete the SEP.

42. Except as provided in subparagraph 41.a, stipulated penalties under this Section shall begin to accrue on the Day after performance is due and shall continue to accrue until

performance is satisfactorily completed. Stipulated penalties shall accrue simultaneously for separate violations of this Consent Decree.

43. Defendant shall pay any stipulated penalty within 30 Days of receiving the United States' written demand.

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

45. Stipulated penalties shall continue to accrue as provided in Paragraph 42, during any Dispute Resolution but need not be paid until the following:

a. If the dispute is resolved by agreement or by a decision of EPA that is not appealed to the Court, Defendant 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, Defendant 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, Defendant shall pay all accrued penalties determined to be owing, together with interest, within 15 Days of receiving the final appellate court decision.

46. Defendant shall pay stipulated penalties owing to the United States in the manner set forth and with the confirmation notices required by Paragraph 10, 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.

47. If Defendant fails to pay stipulated penalties according to the terms of this Consent Decree, Defendant 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 Defendant's failure to pay any stipulated penalties.

48. Subject to the provisions of Section XII (Effect of Settlement/Reservation of Rights), the stipulated penalties provided for in this Consent Decree shall be in addition to any other rights, remedies, or sanctions available to the United States (including, but not limited to, statutory penalties, additional injunctive relief, mitigation or offset measures, and/or contempt) for Defendant's violation of this Consent Decree or applicable law. Where a violation of this Consent Decree is also a violation of Sections 608 and 114 of the Act, 42 U.S.C. §§ 7671(g) and 7414, or 40 C.F.R. § 82 Subpart F, Defendant shall be allowed a credit, for any stipulated penalties paid, against any statutory penalties imposed for such violation.

IX. FORCE MAJEURE

49. "Force majeure," for purposes of this Consent Decree, is defined as any event arising from causes beyond the control of Defendant, of any entity controlled by Defendant, or of Defendant's contractors, that delays or prevents the performance of any obligation under this Consent Decree despite Defendant's best efforts to fulfill the obligation. The requirement that 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 Defendant's financial inability to perform any obligation under this Consent Decree.

50. 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, Defendant shall provide notice orally or by electronic or facsimile transmission to EPA in accordance with Section XIV (Notices) within 72 hours of when Defendant first knew that the event might cause a delay. Within seven days thereafter, 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; 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 Defendant, such event may cause or contribute to an endangerment to public health, welfare or the environment. Defendant shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure. Failure to comply with the above requirements shall preclude 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. Defendant shall be deemed to know of any circumstance of which Defendant, any entity controlled by Defendant, or Defendant's contractors knew or should have known.

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

52. If EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, EPA will notify Defendant in writing of its decision.

53. If Defendant elects to invoke the dispute resolution procedures set forth in Section X (Dispute Resolution), it shall do so no later than 15 days after receipt of EPA's notice. In any such proceeding, 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 Defendant complied with the requirements of Paragraphs 49 and 50. If Defendant carries this burden, the delay at issue shall be deemed not to be a violation by Defendant of the affected obligation of this Consent Decree identified to EPA and the Court.

X. DISPUTE RESOLUTION

54. 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. Defendant's failure to seek resolution of a dispute under this Section shall preclude Defendant from raising any such issue as a defense to an action by the United States to enforce any obligation of Defendant arising under this Decree.

55. 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 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 30 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, Defendant invokes formal dispute resolution procedures as set forth below.

56. Formal Dispute Resolution. 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 Defendant's position and any supporting documentation relied upon by Defendant.

57. The United States shall serve its Statement of Position within 30 Days of receipt of 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 Defendant, unless Defendant files a motion for judicial review of the dispute in accordance with the following Paragraph.

58. Defendant may seek judicial review of the dispute by filing with the Court and serving on the United States, in accordance with Section XIV (Notices), a motion requesting judicial resolution of the dispute. The motion must be filed within ten Days of receipt of the United States' Statement of Position pursuant to the preceding Paragraph. The motion shall contain a written statement of 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.

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

60. Standard of Review

a. Disputes Concerning Matters Accorded Record Review. Except as otherwise provided in this Consent Decree, in any dispute brought under Paragraph 56 pertaining to disputes that are accorded review on the administrative record under applicable principles of administrative law, Defendant shall have the burden of demonstrating, based on the administrative record, that the position of the United States is arbitrary and capricious or otherwise not in accordance with law.

b. Other Disputes. Except as otherwise provided in this Consent Decree, in any other dispute brought under Paragraph 56, Defendant shall bear the burden of demonstrating that its position complies with this Consent Decree and advances the objectives of the Consent Decree.

61. The invocation of dispute resolution procedures under this Section shall not, by itself, extend, postpone, or affect in any way any obligation of 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 noncompliance, but payment shall be stayed pending resolution of the dispute as provided in Paragraph 45. If Defendant does not prevail on the disputed issue, stipulated penalties shall be assessed and paid as provided in Section VIII (Stipulated Penalties).

XI. INFORMATION COLLECTION AND RETENTION

62. The United States and its representatives, including attorneys, contractors, and consultants, shall have the right of entry into any facility covered by this Consent Decree, 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 samples and, upon request, splits of any samples taken by Defendant or its representatives, contractors, or consultants;

d. obtain documentary evidence, including photographs and similar data; and

e. assess Defendant's compliance with this Consent Decree.

63. Upon request, Defendant shall provide EPA, or its authorized representatives, splits of any samples taken by Defendant. Upon request, EPA shall provide Defendant splits of any samples taken by EPA.

64. Until five years after the termination of this Consent Decree, Defendant shall retain, and shall instruct its 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 Defendant's 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, Defendant shall provide copies of any documents, records, or other information required to be maintained under this Paragraph.

65. At the conclusion of the information-retention period provided in the preceding Paragraph, Defendant 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, Defendant shall deliver any such documents, records, or other information to EPA. Defendant 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 Defendant asserts 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 Defendant. 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.

66. Defendant may also assert that information or documents required to be provided under this decree including, without limitation, any agreement regarding the proposed transfer of ownership of the Facility as set forth in Article II, Paragraph 4 herein, are protected as Confidential Business Information ("CBI") under 40 C.F.R. Part 2. As to any information that the Defendant seeks to protect as CBI, Defendant shall follow the procedures set forth in 40 C.F.R. Part 2.

67. 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 Defendant to maintain documents, records, or other information imposed by applicable federal or state laws, regulations, or permits.

XII. EFFECT OF SETTLEMENT/RESERVATION OF RIGHTS

68. This Consent Decree resolves the civil claims of the United States for the violations alleged in the Complaint filed in this action through the date of lodging.

69. The United States reserves all legal and equitable remedies available to enforce the provisions of this Consent Decree, except as expressly stated in Paragraph 68. This Consent Decree shall not be construed to limit the rights of the United States to obtain penalties or

injunctive relief under the Act or implementing regulations, or under other federal laws, regulations, or permit conditions, except as expressly specified in Paragraph 68.

70. This Consent Decree is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. Defendant is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits; and Defendant's 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 Defendant's compliance with any aspect of this Consent Decree will result in compliance with provisions of the Act, 42 U.S.C. § 7401, et seq., or with any other provisions of federal, State, or local laws, regulations, or permits.

71. This Consent Decree does not limit or affect the rights of Defendant 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 Defendant, except as otherwise provided by law.

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

XIII. COSTS

73. 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 Defendant.

XIV. NOTICES

74. Unless otherwise specified in this Decree, whenever notifications, submissions, or communications are required by this Consent Decree, they shall be made in writing and addressed as follows:

As to the United States by email: eescdcopy.enrd@usdoj.gov
Re: DJ # 90-5-2-1-10979

As to the United States by mail: EES Case Management Unit
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, D.C. 20044-7611
Re: DJ # 90-5-2-1-10979

As to EPA:

Robert Buettner, Chief
Air Compliance Branch
U.S. Environmental Protection Agency
290 Broadway, 21st Floor
New York, NY 10007-1866

Liliana Villatora, Chief
Air Branch
U.S. Environmental Protection Agency
290 Broadway, 16th Floor
New York, NY 10007-1866

As to Defendant:

Andy Maybaum
Chief Operating Officer
Parkway Iron & Metal, Inc.
613-639 Route 46E
Clifton, NJ 07013
973-340-3535
am@parksteinnj.com

Stuart Reiser, Esq.
Shapiro, Croland, Reiser, Apfel, & DiIorio, LLP
411 Hackensack Ave.
Hackensack, NJ 07601
(210) 488-3900
sreiser@shapiro-croland.com

Any Party may, by written notice to the other Parties, change its designated notice recipient or notice address provided above.

75. 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.

XV. EFFECTIVE DATE

76. 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.

XVI. RETENTION OF JURISDICTION

77. The Court shall retain jurisdiction over this case until termination of this Consent Decree, for the purpose of resolving disputes arising under this Decree or entering orders modifying this Decree, pursuant to Sections X and XVII, or effectuating or enforcing compliance with the terms of this Decree.

XVII. MODIFICATION

78. The terms of this Consent Decree, including any attached appendices, may be modified only by a subsequent written agreement signed by all the Parties. Where the modification constitutes a material change to this Decree, it shall be effective only upon approval by the Court.

79. Any disputes concerning modification of this Decree shall be resolved pursuant to Section X (Dispute Resolution), provided, however, that, instead of the burden of proof provided by Paragraph 60, 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).

XVIII. TERMINATION

80. After Defendant has maintained continuous satisfactory compliance with this Consent Decree for a period of three (3) years, including requirements relating to the SEP required by Section VI, and has paid the civil penalty and any accrued stipulated penalties as required by this Consent Decree, Defendant may serve upon the United States a Request for Termination, stating that Defendant has satisfied those requirements, together with all necessary supporting documentation.

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

82. If the United States does not agree that the Decree may be terminated, Defendant may invoke Dispute Resolution under Section X. However, Defendant shall not seek Dispute Resolution of any dispute regarding termination until 60 days after service of its Request for Termination.

XIX. PUBLIC PARTICIPATION

83. 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. Defendant consents to entry of this Consent Decree without further notice and agrees 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 Defendant in writing that it no longer supports entry of the Decree.

XX. SIGNATORIES/SERVICE

84. Each undersigned representative of Defendant and the Assistant Attorney General for the Environment and Natural Resources Division of the Department of Justice certifies 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.

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

XXI. INTEGRATION

86. 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. No other document, nor any representation, inducement, agreement, understanding, or promise, constitutes any part of this Decree or the settlement it represents, nor shall it be used in construing the terms of this Decree.

XXII. FINAL JUDGMENT

87. 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 Defendant. The Court finds that there is no just reason for delay and therefore enters this judgment as a final judgment under Federal Rules of Civil Procedure 54 and 58.

XXIII. APPENDICES

88. Appendix A, the sample logs for Refrigerant inspection, recovery, and disposition, is attached to and part of this Consent Decree.

89. Appendix B, the description of the Riverside Z-Box, is attached to and part of this Consent Decree.

Dated and entered this __ day of _____ 2016.

_____
UNITED STATES DISTRICT JUDGE

FOR THE UNITED STATES OF AMERICA:

5/4/16
Date

Ellen M. Mahan
Deputy Chief
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice

Rachel Evans King
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044-7611
(202) 514-5471
Rachel.King@usdoj.gov

FOR THE U.S. ENVIRONMENTAL PROTECTION AGENCY:

Eric Schaaf
Regional Counsel
U.S. Environmental Protection Agency, Region 2

FOR PARKWAY IRON AND METAL CO., INC.:

4/12/2016
Date

Andy Maybaum
Chief Operating Officer
Parkway Iron & Metal, Inc.
613-639 Route 46E
Clifton, NJ 07013
973-340-3535
am@parksteinnj.com

APPENDIX A

Parkway Incoming Appliance Inspection Log for week of _____

Inspection Date	Inspector Name	Supplier Name	Appliance Type (i.e., Refrigerator, Air Conditioner, Motor Vehicle, etc.,)	Appliance Serial Number (if available)	Appliance Contains Refrigerant or Substitute Charge (Yes or No)	Method of Verification (i.e., Visual, Gauges, Leak Detector, Verification Statement Collected, etc.,)	Inspector Comments

Parkway Refrigerant Recovery Log

Date of Recovery	Type of Appliance or Motor Vehicle containing Refrigerant or Substitute	Appliance S/N or Motor Vehicle VIN Number	Type of Refrigerant or Substitute Recovered (i.e., R-22, R-134, etc., if possible to determine)	Amount of Refrigerant or Substitute Recovered (lbs)	Recovery Technician Name	Name of Refrigerant Recovery Equipment Used	Technician Comments

Parkway Refrigerant Disposition Log

Date of Disposal, Reclamation, or other Disposition	Name of EPA-Certified Technician or Certified Reclaimer	Type of Refrigerant/Substitute Disposed or Reclaimed (i.e., R-22, R-134,etc.,)	Amount of Refrigerant/Substitute Disposed or Reclaimed (lbs)	Name of Parkway Employee Arranging this Disposal or Reclamation	Dollar Amount Paid by Parkway for the Disposal or Reclamation	Comments

APPENDIX B

envirosure SOLUTIONS, LLC.

480.784.4621 || AZ
1979 E. BROADWAY | TEMPE, AZ 85282

December 30, 2015

Via Email

Mr. Stuart Reiser, Esq
Shapiro Croland Reiser Apfel & Di Iorio, LLP
411 Hackensack Avenue
Hackensack, New Jersey 07601

RE: **Proposed Supplemental Environmental Project**
New Downstream Equipment for Increased Emission Control
Parkway Iron and Metal Co., Inc.
613 – 639 Route 46 East, PO Box 2399
Clifton, New Jersey 07015

Dear Mr. Reiser:

At your request, we have reviewed the equipment specifications and test data for the newly proposed Supplemental Environmental Project (SEP) that is being proposed by your client, Parkway Iron and Metal Co., Inc. ("Parkway") to the United States Environmental Protection Agency (EPA). The EPA had previously reviewed technical data for an Airsort® Classifier with associated Dust-Filter Unit, and had approved that equipment for a SEP in late 2014. It is our understanding that Parkway has continued to research downstream emission control equipment, and in that process has identified equipment with higher control efficiencies.

The proposed pollution control equipment SEP consists of the purchase and installation of a state-of-the-art material classification/sorting system that will capture and more efficiently remove particulate matter greater than 2.5 microns (PM 2.5), including heavy metals and other particulate air contaminants, as well as reduce the volume of solid waste destined for the landfill by identifying and selectively removing recyclable commodities from the waste stream. In addition to increased control efficiency by the new filter media, the new system will remove several uncontrolled drop points and reduce the need for physically handling the auto-shredder residue (ASR) downstream of the hammermill.

Based on our review of the applicable regulations, it is our considered opinion proposed SEP qualifies as such under the law. Accordingly, we provide our description and analysis for the new equipment in the following paragraphs.

1. Z-Box, Cyclone, and Baghouse with Polyester Microfelt™ by Riverside Engineering

As part of this SEP proposal, Parkway proposes to purchase and install a new state of the art Z-Box, Cyclone, and Baghouse with Polyester Microfelt™ by Riverside Engineering. This system will significantly reduce the quantity of particulate matter created during the classification and

1979 east broadway road, tempe, arizona 85282
ph: 480-784-4621 fax: 480-784-2207
www.envirosure.com

segregation of metal commodities from the ASR and other non-recyclable debris. This process is integral to the auto shredder and scrap metal recycling industry, and is typically performed by open-air equipment that produces a significant quantity of both point-source and non-point-source (fugitive) particulate matter (PM) emissions.

Parkway had previously offered the Airsort® system, which system consists of a series of enclosed conveyors and other equipment including a vibratory pan feeder, Z-Box classifier, sifter channel, cyclone, air locks, and radial fan unit. The entire Airsort® system is under negative pressure to prevent the discharge of fugitive or point-source PM emissions, and 100% of the airflow is either recirculated back to the system or filtered through a direct-ducted bag house filter unit with 1,538 square feet of polyester needle fleece filter media. The Z-Box, Cyclone, and Baghouse with Polyester Microfelt™ by Riverside Engineering is designed to capture more than 99.9% of the PM generated during the metal classification and ASR segregation processes (99.99984% of PM 2.5). A rendering of the newly proposed downstream emissions control equipment is included as Attachment 1. Test Results of the Baghouse Media Efficiency are included as Attachment 2. Verification of the Testing of Baghouse Filtration Products are included as Attachment 3, and an emission comparison between the Riverside Engineering equipment and a standard baghouse using an annual potential to emit is included as Attachment 4.

The Z-Box, Cyclone, and Baghouse with Polyester Microfelt™ by Riverside Engineering proposed by Parkway improves the control efficiencies across the board. The baghouse itself will change from 1,538 square feet of polyester needle fleece filter media to a state of the art, proprietary, 461 square foot Polyester Microfelt™ filtering system. This specially designed media has proven PM 2.5 control efficiencies of 99.99984%, and a total mass capture rate of 99.99978%. **The significance here is the reduction of PM from nearly 100 pounds per year with the Airsort® system to nearly 0 pounds per year with the Z-Box, Cyclone, and Baghouse with Polyester Microfelt™ by Riverside Engineering.**

The Z-Box, Cyclone, and Baghouse with Polyester Microfelt™ by Riverside Engineering qualifies under the Pollution Reduction category of SEPs. As described in EPA's SEP guidance, "A pollution prevention project is one which reduces the generation of pollution through 'source reduction,' i.e., any practice which reduces the amount of any hazardous substance, pollutant or contaminant entering any waste stream or otherwise being released into the environment prior to recycling, treatment or disposal" (EPA Supplemental Environmental Projects Policy, 1998, p.7).

To illustrate the pollution reduction qualities of the Z-Box, Cyclone, and Baghouse with Polyester Microfelt™ by Riverside Engineering, we compared the filtered exhaust emissions to a typical cyclone/Z-box and conveyor drop point emissions from an open and uncontrolled system. **As noted, the maximum pollution reduction is estimated at 15,269 pounds/year of PM emissions, which includes over 42 pounds of heavy metal particulate emissions (including cadmium, chromium, lead & mercury, based on historical ASR characteristics).**

As illustrated in Attachments 2-4, the Z-Box, Cyclone, and Baghouse with Polyester Microfelt™ by Riverside Engineering SEP meets the definition and key characteristics of a SEP. It is *environmentally beneficial,* and will improve air quality from permitted activities, and protect or reduce the risks to public health and the environment at large, by eliminating up to 7.6 tons of particulate emissions, as well as some airborne heavy

metal hazardous air pollutants. The New Jersey Department of Environmental Protection (NJDEP) published values for air quality in 2012 indicate that the closest monitoring station to the Parkway site in Paterson, New Jersey had an Annual Mean PM 2.5 concentration of 9 $\mu g/m^3$ and a 98th Percentile 24-Hour Concentration of 22 $\mu g/m^3$, as compared to the National Primary Standards of 15 and 35 $\mu g/m^3$, respectively. **According to manufacturer data, the Z-Box, Cyclone, and Baghouse with Polyester Microfelt™ by Riverside Engineering system would prevent up to 99.99984% of this fine particulate (PM 2.5) from being emitted to the atmosphere.** The benefit for coarse particulate (>PM_{10}) emissions would be even greater (at 99.99978% efficiency), and would have an indirect benefit to surface water quality by preventing the downwind fallout of heavier particulates into nearby and distant bodies of water such as the Passaic and Hudson Rivers and the Meadowlands. Although Passaic County has been in attainment for PM 2.5 since 2012, the significant particulate emission improvements expected from this upgrade of equipment would represent another fine example of public and private sectors working together to improve the quality of air for more than 500,000 people in the surrounding county.

Although this SEP may also provide Parkway Metal with a beneficial improvement in metal sorting capability, it is undoubtedly designed to primarily benefit public health and the environment. Improvements in metal sorting capability include the capacity to sift out fine metal particles from the waste stream, and consolidate this material into a recyclable commodity. **Manufacturer data suggests that up to 5% of the waste stream could be captured and recycled by this equipment, which would then translate to a reduction in waste headed to the landfill of up to 1,226 tons per year (at PTE capacity, assuming a 20% ASR to scrap infeed ratio). That represents roughly one dump truckload being diverted, from the landfill to a metal recycler, every week of the year.**

2. Less Material Handling

The design of the Z-Box, Cyclone, and Baghouse with Polyester Microfelt™ by Riverside Engineering includes an uninterrupted system of conveyors that delivers post-shred material directly to the new sorting system. **The need to temporarily stockpile ASR in an open enclosure will be eliminated, and the need to transfer ASR from the open enclosure to the downstream sorting system by front-end loader will also be eliminated.**

It is our further opinion that this element is as important to consider as the reduction in PM 2.5. Based on our experience, the number one eyesore at a modern metal shredding facility is loose ASR. The light fraction foam and other non-metallic wastes can easily be blown out of an enclosure. This light fraction typically ends up at the fence line or worse depending on conditions. Given Parkway's proximity to natural flowing freshwater, any reduction to ASR stockpiling and handling is a benefit to the environment and to the local community. Direct handling of ASR will immediately be reduced by 50%, which will directly correlate to a reduction in the potential for windblown light fraction to escape the areas designated for ASR storage. If the current downstream equipment is approved, ASR would only be stockpiled in one area pending delivery to an approved landfill.

Installation of the Z-Box, Cyclone, and Baghouse with Polyester Microfelt™ by Riverside Engineering is proposed as partial *settlement of an enforcement action*, and EPA Region II (the enforcing agency) will have the opportunity to help shape the scope of the project before it is

implemented. This project was not commenced until after EPA Region II identified a purported violation at the facility (e.g., issued a notice of violation, administrative order, or complaint).

Finally, we would like to add that this is a proven technology with units in place in the United States, and that these units are manufactured right here at home in San Antonio, Texas.

Parkway is *not otherwise legally required to perform* this equipment upgrade by any Federal, State, or local law or regulation. The Z-Box, Cyclone, and Baghouse with Polyester Microfelt™ by Riverside Engineering system is also not required: (1) as injunctive relief in the instant case, or in another legal action that EPA Region II could bring; or (2) as part of an existing settlement or order in another legal action; or (3) to comply with Federal, State or local requirements.

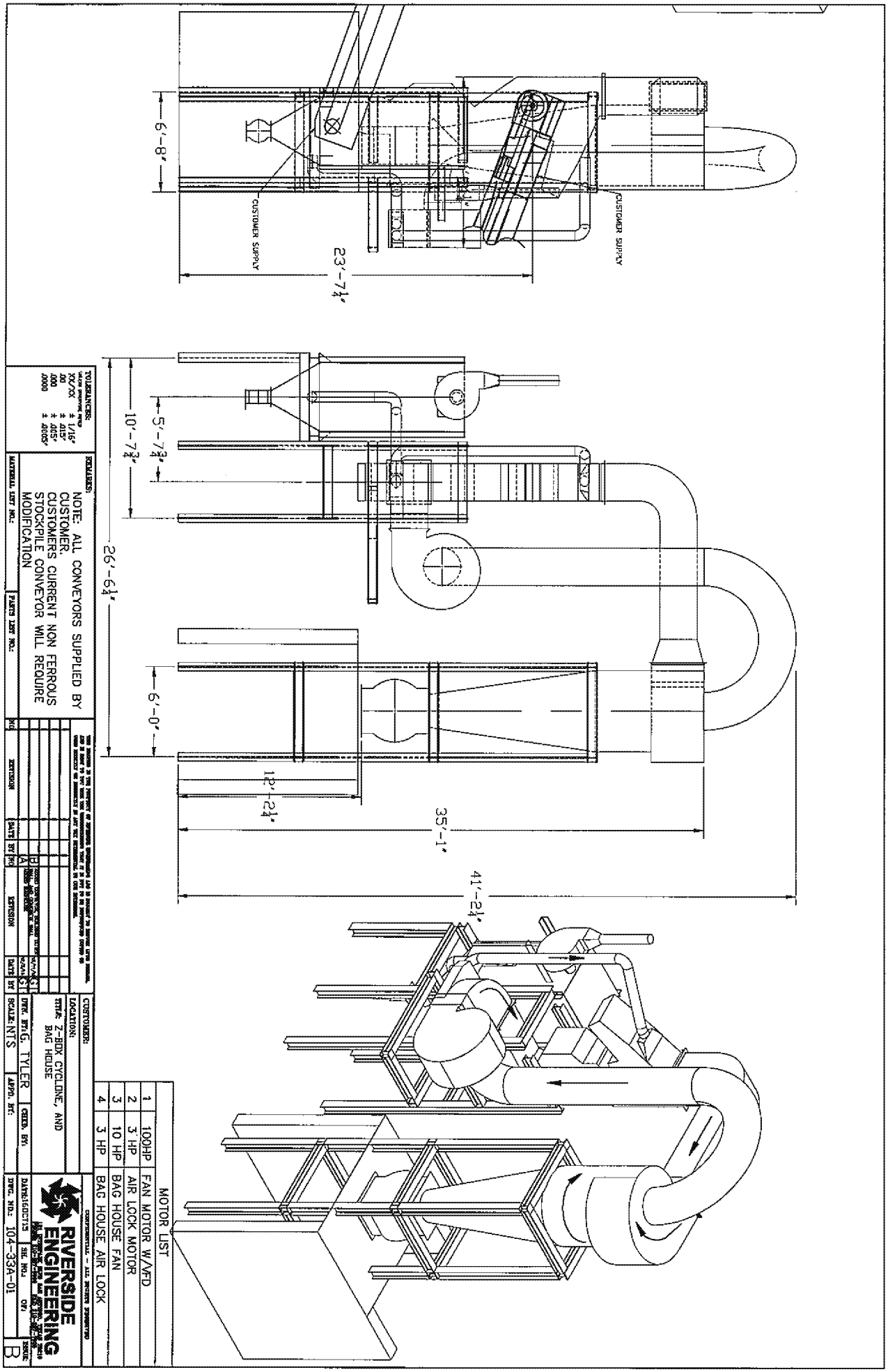
Please call or email me if you need any further information.

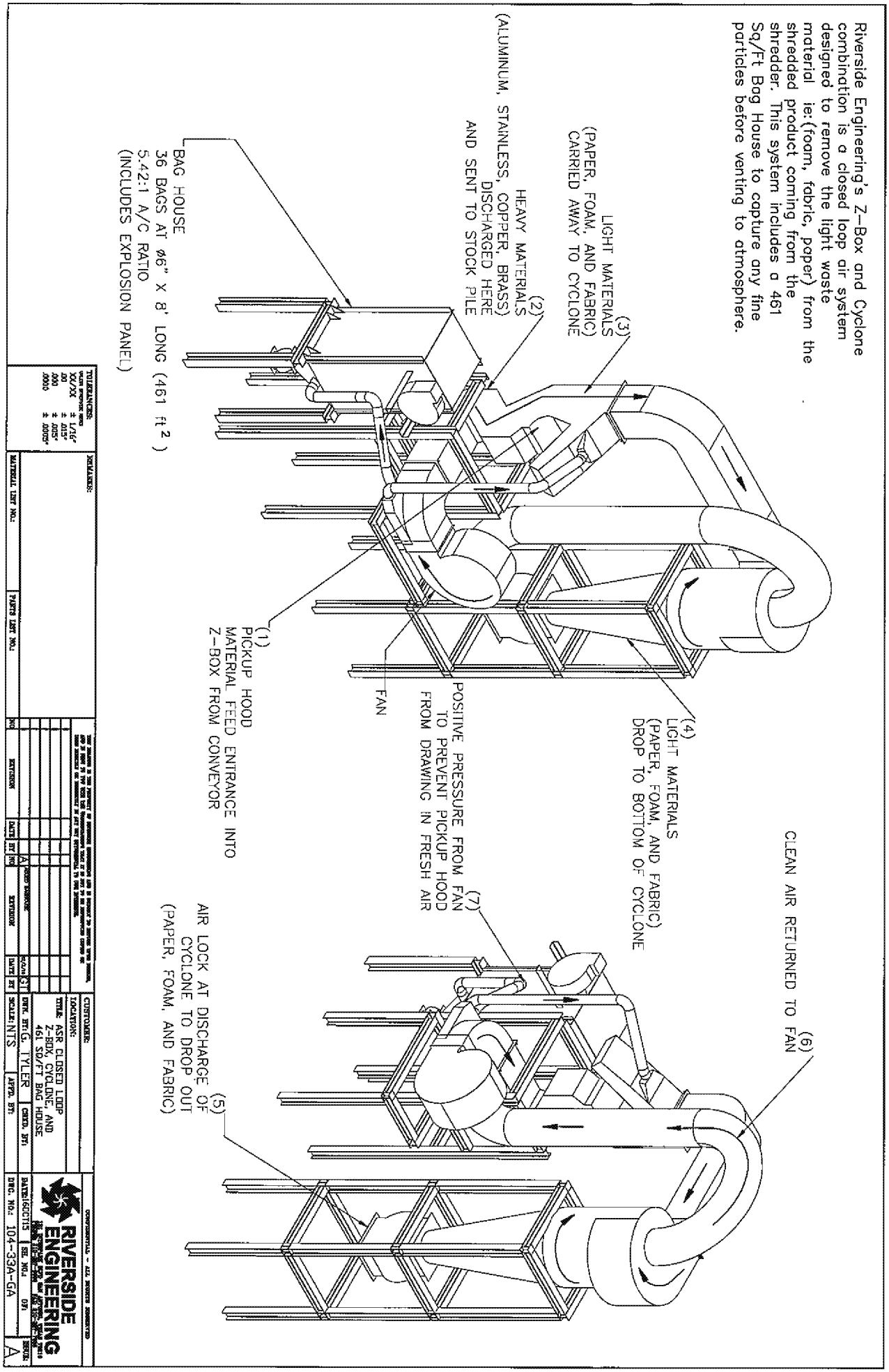
Hal D Rosen, CHMM
President & CEO
hrosen@envirosure.com
480-784-4621

Attachments:

1. *Equipment Specifications*
2. *Filter Media Test Results*
3. *Verification Testing of Baghouse Filtration Products*
4. *Annual PM Emissions Estimates*

Attachment 1


6'-8"
23'-7¼"
CUSTOMER SUPPLY
CUSTOMER SUPPLY
10'-7¾"
5'-7¾"
26'-6¼"
6'-0"
12'-2¼"
35'-1"
41'-2¼"
NOTE: ALL CONVEYORS SUPPLIED BY CUSTOMER.
CUSTOMERS CURRENT NON FERROUS STOCKPILE CONVEYOR WILL REQUIRE MODIFICATION
MOTOR LIST
1 100HP FAN MOTOR W/VFD
2 3 HP AIR LOCK MOTOR
3 10 HP BAG HOUSE FAN
4 3 HP BAG HOUSE AIR LOCK
TITLE: 2-BOX CYCLONE, AND BAG HOUSE
SCALE: NTS
DRWN. BY: G. TYLER
RIVERSIDE ENGINEERING
DRWG. NO.: 104-33A-01
B


Riverside Engineering's Z-Box and Cyclone combination is a closed loop air system designed to remove the light waste material ie:(foam, fabric, paper) from the shredded product coming from the shredder. This system includes a 461 Sq/Ft Bag House to capture any fine particles before venting to atmosphere.
(3) LIGHT MATERIALS (PAPER, FOAM, AND FABRIC) CARRIED AWAY TO CYCLONE
(2) HEAVY MATERIALS (ALUMINUM, STAINLESS, COPPER, BRASS) DISCHARGED HERE AND SENT TO STOCK PILE
BAG HOUSE 36 BAGS AT ø6" X 8' LONG (461 ft 2) 5.42:1 A/C RATIO (INCLUDES EXPLOSION PANEL)
(1) PICKUP HOOD MATERIAL FEED ENTRANCE INTO Z-BOX FROM CONVEYOR
FAN
POSITIVE PRESSURE FROM FAN TO PREVENT PICKUP HOOD FROM DRAWING IN FRESH AIR
(4) LIGHT MATERIALS (PAPER, FOAM, AND FABRIC) DROP TO BOTTOM OF CYCLONE
(7)
(5) AIR LOCK AT DISCHARGE OF CYCLONE TO DROP OUT (PAPER, FOAM, AND FABRIC)
(6) CLEAN AIR RETURNED TO FAN
RIVERSIDE ENGINEERING
TITLE: ASR CLOSED LOOP Z-BOX, CYCLONE, AND 461 SQ/FT BAG HOUSE
DRN. BY: G. TYLER
SCALE: NTS
DATE: 6OCT13
DWG. No.: 104-33A-GA
A

Attachment 2

TESTING OF BAGHOUSE FILTRATION PRODUCTS
SOUTHERN FELT SUMMARY OF RESULTS AT 2 M/MIN

FABRIC DESIGNATION	**PE-16/M-SPEG**	**PE-16-US**
MANUFACTURER	**Southern Felt**	**Southern Felt**
DUST FEED	**Pural NF**	**Pural NF**
VERIFICATION TEST RESULTS		ASTM D6830-02
Mean Outlet Particle Conc. PM 2.5 (gr/dscf)	0.0000095	0.0001146
Mean Outlet Particle Conc. Total mass (gr/dscf)	0.0000170	0.0001153
Initial Residual Pressure Drop (in. w.g.)	1.49	1.48
Change in Residual Pressure Drop (in. w.g.)	0.23	0.42
Average Residual Pressure Drop (in. w.g.)	1.63	1.74
Mass Gain of Filter Sample (g)	0.70	1.43
Average Filtration Cycle Time (s)	97	48
Number of Pulses	223	448
RESIDUAL PRESSURE DROP		
At Start of:		
Conditioning Period (in. w.g.)	0.10	0.05
Recovery Period (in. w.g.)	1.43	1.39
Performance Test Period (in. w.g.)	1.49	1.48
REMOVAL EFFICIENCY (%)		
Dust Conc (gr/dscf)	7.87	8.17
PM 2.5 *	99.99984	99.99819
Total Mass **	99.99978	99.99859

$$* \ \frac{(\text{Dust Concentration} * 0.7735) - \text{PM 2.5 Outlet Concentration}}{\text{Dust Concentration} * 0.7735} * 100$$

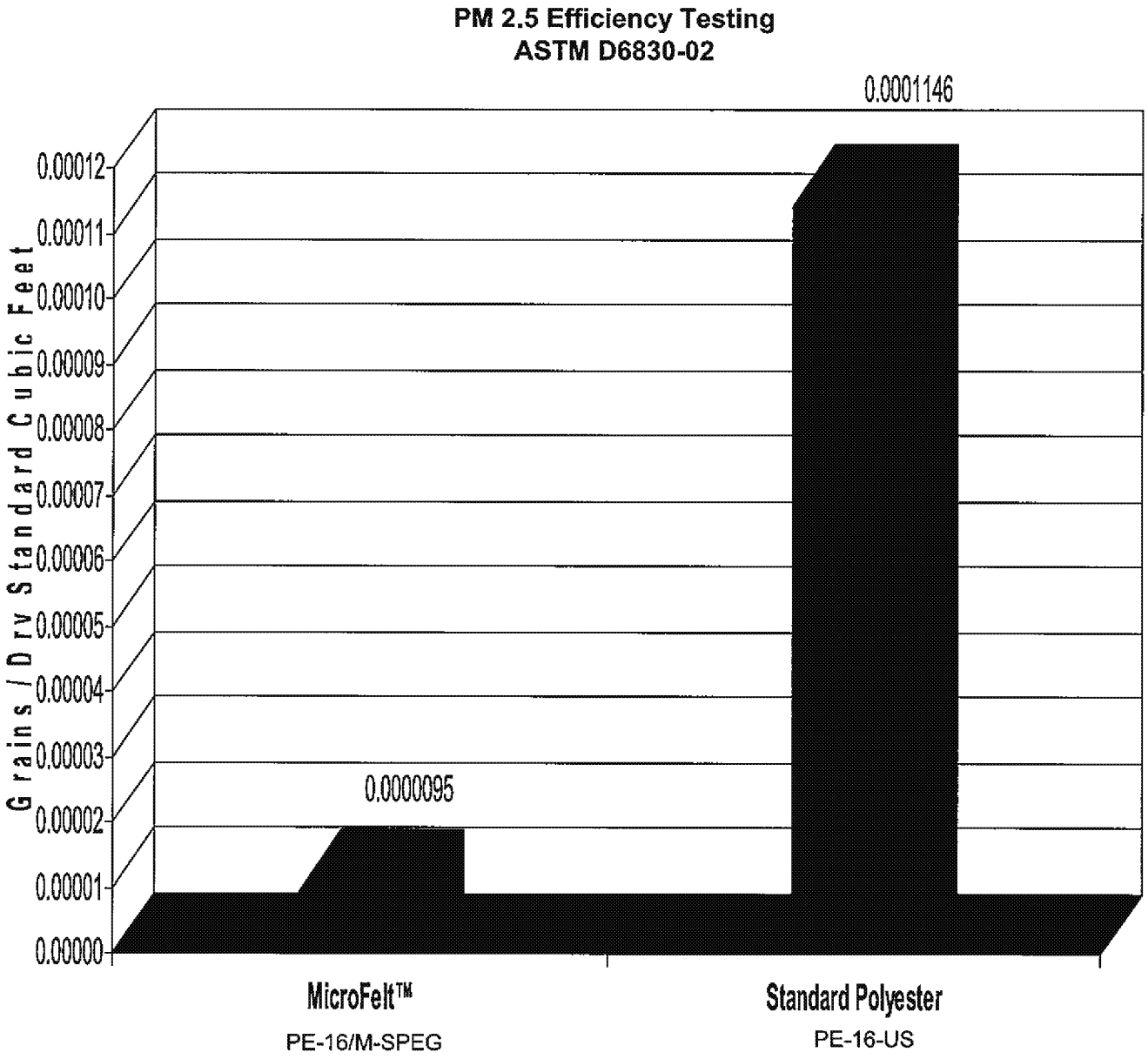
$$** \ \frac{\text{Dust Concentration} - \text{Total Mass Outlet Concentration}}{\text{Dust Concentration}} * 100$$

Attachment 3

VERIFICATION TESTING OF BAGHOUSE FILTRATION PRODUCTS
SOUTHERN FELT SUMMARY OF RESULTS AT 6.6/1 A/C

RUN ID.	**ETS Test #**
FABRIC DESIGNATION	**Southern Felt Style #**
MANUFACTURER	**Southern Felt**
DUST FEED	**Pural NF (Aluminum Oxide) minimum 40% of the dust concentration less than 2.5 micron**
VERIFICATION OF TEST RESULTS	**ASTM D6830-02**
Mean Outlet Particle Conc. PM 2.5 (gr/dscf)	**Outlet emissions in grains/dry standard cubic feet for 2.5 micron dust**
Mean Outlet Particle Conc. Total mass (gr/dscf)	**Outlet emissions in grains/dry standard cubic feet for all size dust particles**
Initial Residual Pressure Drop (in. w.g.)	**Differential pressure at the start of the test period after the first pulse**
Change in Residual Pressure Drop (in. w.g.)	**The difference in differential pressure at the start and end of the test period**
Average Residual Pressure Drop (in. w.g.)	**Average differential pressure for the 6 hour test period. Average is based on 60 minute blocks**
Mass Gain of Filter Sample (g)	**Difference in weight gain in grams from the start and the end of the test period**
Average Filtration Cycle Time (s)	**# seconds between pulses to maintain 4" differential pressure**
Number of Pulses	**Total # of pulses for the 6 hour test period set to clean at 4" differential pressure**
RESIDUAL PRESSURE DROP At Start of:	**Differential pressure recorded 3 seconds after the pulse cleaning cycle**
Conditioning Period (in. w.g.)	**10,000 rapid pulses at 3 second intervals to simulate long term operation**
Recovery Period (in. w.g.)	**30 normal pulse cycles set to clean at 4" differential pressure**
Performance Test Period (in. w.g.)	**6 hour test period with the pulse cycle set to clean at 4" differential pressure**
REMOVAL EFFICIENCY (%)	
Dust Conc (gr/dscf)	**Inlet dust loading in grains/dry standard cubic feet**
PM 2.5	**% of filtration efficiency on 2.5 micron dust**
Total Mass	**% of filtration efficiency for all size dust particles**
	Dust particle size distribution for test was 77.35% less than 2.5 micron

Polyester MicroFelt™



NOTE: TEST DUST PARTICLE SIZE DISTRIBUTION: 77% LESS THAN 2.5 MICRON

TESTING OF BAGHOUSE FILTRATION PRODUCTS
SOUTHERN FELT SUMMARY OF RESULTS AT 6.6/1 A/C
ETS CONTRACT NUMBER: 04-159 DATE: 11/01/04

$$* \frac{(\text{Dust Concentration} * 0.7735) - \text{PM 2.5 Outlet Concentration}}{\text{Dust Concentration} * 0.7735} * 100$$

$$** \frac{\text{Dust Concentration} - \text{Total Mass Outlet Concentration}}{\text{Dust Concentration}} * 100$$

RUN ID.	**934-1-1**	**159-B1**
FABRIC DESIGNATION	**PE-16-US**	**PE-16/M-SPEG**
MANUFACTURER	**Southern Felt**	**Southern Felt**
DUST FEED	**Pural NF**	**Pural NF**
VERIFICATION TEST RESULTS	ASTM D6830-02	
Mean Outlet Particle Conc. PM 2.5 (gr/dscf)	0.0001146	0.0000095
Mean Outlet Particle Conc. Total mass (gr/dscf)	0.0001153	0.0000170
Initial Residual Pressure Drop (in. w.g.)	1.48	1.49
Change in Residual Pressure Drop (in. w.g.)	0.42	0.23
Average Residual Pressure Drop (in. w.g.)	1.74	1.63
Mass Gain of Filter Sample (g)	1.43	0.70
Average Filtration Cycle Time (s)	48	97
Number of Pulses	448	223
RESIDUAL PRESSURE DROP		
At Start of:		
Conditioning Period (in. w.g.)	0.05	0.10
Recovery Period (in. w.g.)	1.39	1.43
Performance Test Period (in. w.g.)	1.48	1.49
REMOVAL EFFICIENCY (%)		
Dust Conc (gr/dscf)	8.17	7.87
PM 2.5 *	99.99818659	99.99984
Total Mass **	99.9985893	99.99978

Attachment 4

PARKWAY IRON & METAL CO. - ANNUAL PM EMISSION ESTIMATES

Comparison of Typical Sorting/Cyclone System to Z Box/Cyclone/Baghouse by Riverside Engineering - Potential to Emit (PTE)

Annual PM Emissions From Typical Z-Box Cyclone Module						Heavy Metals in Particulate Matter****			
Emission Source	(Tons / hr)	(Hrs /yr)	(Tons / year)	* EF (Lbs / ton)	PM (Lbs / year)	Cadmium (Lbs/year)	Chromium (Lbs/year)	Lead (Lbs/year)	Mercury (Lbs/year)
Cyclone/Z-Box Emission Estimate	14	8760	122,640	0.1065	13061	0.70922	2.39672	33.55281	0.22465

Annual PM Fugitive Emissions from Open-Air Transfer Points							Heavy Metals in Particulate Matter****			
Emission Source	(Tons / hr)	(Tons / year)	** EF (Lbs / ton)	(Lb / year)	Drop points	PM (Lbs / year)	Cadmium (Lbs/year)	Chromium (Lbs/year)	Lead (Lbs/year)	Mercury (Lbs/year)
Open-Air Transfer Points (uncontrolled)	14	122,640	0.0030	367.9	6	2208	0.11987	0.40508	5.67090	0.03797
					Total Emissions (lbs/yr)	15,269	0.8291	2.8018	39.2237	0.2626

Annual PM Emissions From the Riverside Engineering System & Enclosed Transfer Points							Heavy Metals in Particulate Matter****			
Emission Source	Hours of Operation	Flow Rate (m^3/hr)	Flow Rate (m^3/yr)	***Pre-Filter PM Concentration (mg/m^3)	***Filter Efficiency @ PM-2.5	Post-Filter PM Emission (lb/yr)	Cadmium (Lbs/year)	Chromium (Lbs/year)	Lead (Lbs/year)	Mercury (Lbs/year)
Z Box and Cyclone with Enclosed Transfer Points and Polyester Microfelt ™ Dust Filter Unit	8760	12,603	110,399,320	20	99.99984%	0	0.0000	0.0000	0.0000	0.0000
					Total Emissions (lbs/yr)	0	0.0000	0.0000	0.0000	0.0000
					Emissions Reduction (lbs/yr)	15,269	0.8291	2.8018	39.2237	0.2626
					Emissions Reduction (tons/yr)	7.634	0.0004	0.0014	0.0196	0.00013

Reference Notes:

* Cyclone/Z-Box EF from stack test of typical Cyclone/Z-Box at Comprehensive Steel, Sioux City, Iowa.

** Conveyor EF from Reference AP-42 Table 11.19.2-2, "Conveyor Transfer Point (uncontrolled)."

*** Pre-Filter PM Emissions and Filter Efficiency at PM-2.5 from Zbox/Cyclone/Baghouse manufacturer-supplied stack test data summary for similar Dust Filter Unit with Polyester Microfelt ™ media.

**** Table 3.10, Shredder Residue Characteristics, from *Shredder Residue Environmental Information and Characterization Under RCRA* , W.Z. Baumgartner, 1992.