



John R. Kasich, Governor  
Mary Taylor, Lt. Governor  
Craig W. Butler, Director

April 13, 2016

Iron Valley Enterprises, Inc.  
21 Township Road 287 North  
Chesapeake, Ohio 45619

**Re: Iron Valley C&DD Landfill  
Director's Final Findings and Orders (DFFO)  
DFFO  
Construction & Demolition Debris  
Lawrence County  
CDDL018813**

**Subject:** Final Findings and Orders of the Director

Dear Sir or Madam:

Transmitted herewith are the Final Findings and Orders of the Director concerning the matter indicated for Iron Valley Enterprises, Inc.

Enclosed are invoices for the total penalty amount of \$1,386.00 required by the orders. The penalty payment(s) shall be made by official check(s) made payable to "Treasurer, State of Ohio."

If you have any questions, please contact Robin Nichols at (614) 644-3037.

Sincerely,

A handwritten signature in black ink that reads "D. H. Crumiell-Hagens".

Demitria Crumiell-Hagens, Administrative Professional II  
Division of Materials & Waste Management

Enclosure

cc: Carl Mussenden, DMWM, CO  
Kelly Jeter, DMWM, CO  
Robin Nichols, Legal  
Terri Finfrock, Legal  
Dan Bergert, DMWM, SEDO  
Rich Fox, DMWM, SEDO

OHIO E.P.A. BEFORE THE  
OHIO ENVIRONMENTAL PROTECTION AGENCY  
APR 13 2016

ENTERED DIRECTOR'S JOURNAL

In the Matter Of:

Iron Valley Enterprises, Inc. : Director's Final Findings  
21 Township Road 287 N : and Orders  
Chesapeake, OH 45619 :

Respondent

**PREAMBLE**

The parties having engaged in settlement discussions and desiring to avoid litigating disputed claims, have reached an agreement pursuant to Ohio Revised Code ("ORC") 3745.01 to resolve said claims through these Director's Final Findings and Orders ("Orders").

**I. JURISDICTION**

These Orders are issued to Iron Valley Enterprises, Inc. ("Respondent") pursuant to the authority vested in the Director of the Ohio Environmental Protection Agency ("Ohio EPA") under ORC 3714.12 and 3745.01.

**II. PARTIES BOUND**

These Orders shall apply to and be binding upon Respondent and successors in interest liable under Ohio law. No change in ownership of the Facility as hereinafter defined shall in any way alter Respondent's obligations under these Orders.

**III. DEFINITIONS**

Unless otherwise stated, all terms used in these Orders shall have the same meaning as defined in ORC Chapter 3714 and the rules promulgated thereunder.

**IV. FINDINGS**

The Director of Ohio EPA has determined the following findings:

1. The Iron Valley C&DD Landfill ("Facility") is a "construction and demolition debris facility" as that term is defined in Ohio Administrative Code ("OAC") Rule 3745-400-01(G) located at 21 Township Road 287 North, Chesapeake, Lawrence County, Ohio. The Facility is located on property identified as Parcel number 23-131-1000.000 by the Lawrence County Auditor ("Property").

2. Respondent is the "owner" and "operator" of the Facility as those terms are defined in OAC Rules 3745-400-01(EE) and (I), respectively.
3. The Respondent is a "person" as that term is defined in ORC Section 3714.01(H) and in OAC Rule 3745-400-01(DD).
4. On December 5, 2014, Ohio EPA conducted an inspection of the Facility. At that time, Ohio EPA observed Respondent responding to a fire within the limits of debris placement.
5. OAC Rule 3745-400-11(H)(1) states in pertinent part, "The owner or operator shall operate the facility in a manner that prevents fires by... [c]overing all disposed combustible debris on a weekly basis with soil, clean hard fill, or other material which is noncombustible."
6. During the December 5, 2014 inspection, Ohio EPA observed that the Respondent failed to apply a portion of the western half of the Facility with noncombustible soil, clean hard fill or other material on a weekly basis, in violation of OAC Rule 3745-400-11(H)(1). Ohio EPA notified Respondent of this violation in a Notice of Violation letter dated December 18, 2014.
7. Respondent recirculated leachate at the Facility until the occurrence of the fire.
8. OAC Rule 3745-400-20 provides that an owner or operator that has recirculated leachate through a facility after January 1, 2013, must conduct quarterly leachate sampling and analysis and submit a report to the Director within seventy-five days of each sampling event.
9. Respondent's failure to comply with OAC Rule 3745-400-20 was cited in a Notice of Violation from Ohio EPA dated December 18, 2014.
10. OAC Rule 3745-400-13(A) states in pertinent part, "The owner or operator of a construction and demolition debris facility shall establish and maintain financial assurance for final closure of the facility as required by paragraph (S) of rule 3745-400-11 of the Administrative Code. Financial assurance may be established and maintained through the use of one of the options specified in paragraphs (B) to (F) of this rule, unless it is demonstrated to the satisfaction of the health commissioner or director of the licensing authority that an alternate option will guarantee funding for final closure. The owner or operator may use the options in combination as specified in paragraph (G) of this rule. Financial assurance documentation shall be submitted and include the information specified in this paragraph and in rule 3745-400-18 of the Administrative Code."
11. OAC Rule 3745-400-25(E)(2) states in pertinent part, "the owner or operator shall fund financial assurance in an amount not less than the final closure transition amount plus the post-closure transition amount, less the amount of final closure

transition amount and post-closure transition amount funded the previous year and maintained in accordance with paragraph (E)(1) of this rule. The owner or operator shall fund this additional amount not later than the expiration date of the license.”

12. On January 13, 2015, Ohio EPA staff met with the Respondent at the Facility. The Respondent communicated its intent to withdraw its 2015 operating license application and to close the Facility.
13. Respondent currently has funded a total of \$156,300.00 for closure and post-closure care based on the funding requirement listed on Tab 13A of the 2013 License Application.
14. On October 1, 2013, Ohio EPA received the 2014 License Application. Tab 13A of the License Application listed a closure cost estimate of \$398,334.00 for constructed ALDA and \$199,885.00 for post-closure care. Because the Respondent utilizes the five year transition period to fund financial assurance in accordance with OAC Rule 3745-400-25, a total of \$268,279.00 was required to be funded by December 31, 2014.
15. By letter dated January 16, 2015, Ohio EPA cited the Respondent for:
  - failing to increase the amount of financial assurance by not later than the expiration date of the license, December 31, 2014, in violation of OAC Rule 3745-400-25(E)(2); and
  - failing to submit the financial assurance documentation in the required amount for closure and post-closure care, in violation of OAC Rule 3745-400-13(A).
16. OAC Rule 3745-400-12(B)(2) states in pertinent part, “[f]inal closure of a facility is mandatory when...[a] license issued to a facility has expired and a renewal license has not been applied for in the manner prescribed in Chapter 3745-37 of the Administrative Code.
17. On March 20, 2015, Ohio EPA received a letter from the Respondent dated March 17, 2015, withdrawing its 2015 license application. As a result, the Respondent is required to mandatory close the Facility pursuant to OAC Rule 3745-400-12(B)(2).

## **V. ORDERS**

Respondent shall achieve compliance with ORC Chapter 3714 and the rules promulgated thereunder according to the following compliance schedule:

1. Upon the effective date of these Orders, the Respondent shall commence final closure activities at the Facility, and shall complete final closure of the Facility not later than October 20, 2016, in accordance with OAC Rule 3745-400-12(E) or as otherwise extended by Ohio EPA in writing.
2. Upon the effective date of these Orders, the Respondent shall annually conduct leachate sampling and analysis in accordance with OAC Rule 3745-400-20.
3. Not later than thirty (30) days after the effective date of these Orders and monthly thereafter, Respondent shall conduct inspections of the Facility for physical evidence of a fire. Respondent shall notify Ohio EPA within 24 hours of observing subsidence, snow melt, smoke, or any other indicators of a fire. Not later than fifteen (15) days after notifying Ohio EPA of any indicators of a fire, Respondent shall submit and implement a written contingency plan that delineates the extent of the fire and indicate actions to maintain or repair the integrity of engineered components (e.g. cap). If, after one year of inspections required by this Order no evidence of a fire is observed, Respondent may reduce the frequency of inspections to not less than quarterly.
4. Not later than thirty (30) days after the effective date of these Orders, the Respondent shall pay the amount of one thousand three hundred eighty-six dollars (\$1,386.00) in settlement of Ohio EPA's claim for civil penalties, which may be assessed pursuant to ORC Chapter 3714. Not later than thirty (30) days after the effective date of these Orders, payment to Ohio EPA shall be made by official check made payable to "Treasurer, State of Ohio" for one thousand three hundred eighty-six dollars (\$1,386.00). The official check shall be submitted to Brenda Case, or her successor, together with a letter identifying the Respondent to the following address:

Ohio EPA  
Office of Fiscal Administration  
P.O. Box 1049  
Columbus, Ohio 43216-1049.

5. Not later than thirty (30) days after the effective date of these Orders, Respondent shall fully fund financial assurance for post-closure care in the amount of one hundred fifty six thousand three hundred dollars (\$156,300).
6. Respondent grants and agrees to provide the Ohio EPA, its contractors, employees, agents, representatives, and assigns the right of full access to the Property for all purposes that Ohio EPA may deem reasonable, necessary, or appropriate to address the conditions arising from or related to a fire at the Facility or Property, including but not limited to the following:
  - a. Respondent shall allow Ohio EPA access over all access roads, easements, easement appurtenant, and all portions of the Property;

- b. Respondent shall allow Ohio EPA, and equipment as Ohio EPA deems appropriate, access over all access roads, easements, easements appurtenant, and all portions of the Property;
  - c. Respondent shall allow Ohio EPA access to the Facility to perform excavation activities and to apply fire suppressants to attempt to extinguish a fire;
  - d. Respondent shall allow Ohio EPA at Ohio EPA's discretion, the right to clear and process vegetation and excavate, contour, move, relocate, and otherwise obtain and use soils located on the Property to address conditions arising from or related to a fire at the Property;
  - e. Respondent shall allow Ohio EPA at Ohio EPA's discretion, the right to install temporary fencing, barriers, or signs on the Property to prevent unauthorized access to the Property or to otherwise facilitate on-site safety measures;
  - f. Respondent shall allow Ohio EPA at Ohio EPA's discretion access to collections or ponds of liquids on the Property to perform fire abatement, containment, and prevention measures;
  - g. Respondent shall allow Ohio EPA at Ohio EPA's discretion access to the Facility to perform leachate control, collection, and disposal measures;
  - h. Respondent shall allow Ohio EPA at Ohio EPA's discretion access to the Property to conduct sampling and perform monitoring of air, soil, or surface or ground waters at the Property to address conditions arising from or related to a fire;
  - i. Nothing in this section shall be construed to limit the right of access of the Ohio EPA, its respective contractors, employees, agents, representatives, and assigns, to take additional measures that Ohio EPA may deem reasonable, necessary, or appropriate to address: the conditions arising from or related to a fire at the Facility, or any incidental conditions such as the need to facilitate safety conditions on the Property.
7. Respondent agrees not to interfere with, hinder, harm, or otherwise damage the fire abatement measures taken by Ohio EPA at the Property, including any operation and maintenance of those measures undertaken by Ohio EPA.

## **VI. TERMINATION**

Respondent's obligations under these Orders shall terminate when Respondent certifies in writing and demonstrates to the satisfaction of Ohio EPA that Respondent has performed all obligations under these Orders and the Chief of Ohio EPA's Division of Materials and Waste Management acknowledges, in writing, the termination of these Orders. If Ohio EPA does not agree that all obligations have been performed, then Ohio EPA will notify Respondent of the obligations that have not been performed, in which case Respondent shall have an opportunity to address any such deficiencies and seek termination as described above.

The certification shall contain the following attestation: "Iron Valley Enterprises, Inc. certifies that the information contained in or accompanying this certification is true, accurate and complete."

This certification shall be submitted by the Respondent to Ohio EPA and shall be signed by a responsible official of Respondent. For purposes of these Orders, a responsible official is the principal executive officer, the ranking elected official, or other duly authorized employee or representative.

#### **VII. OTHER CLAIMS**

Nothing in these Orders shall constitute or be construed as a release from any claim, cause of action or demand in law or equity against any person, firm, partnership or corporation, not a party to these Orders, for any liability arising from, or related to, the operation of Respondent's Facility or the Property.

#### **VIII. OTHER APPLICABLE LAWS**

All actions required to be taken pursuant to these Orders shall be undertaken in accordance with the requirements of all applicable local, state and federal laws and regulations. These Orders do not waive or compromise the applicability and enforcement of any other statutes or regulations applicable to Respondent, the Facility, or the Property.

#### **IX. MODIFICATIONS**

These Orders may be modified by agreement of the parties hereto. Modifications shall be in writing and shall be effective on the date entered in the journal of the Director of Ohio EPA.

#### **X. NOTICE**

All documents required to be submitted by Respondent pursuant to these Orders shall be addressed to:

Ohio Environmental Protection Agency  
Southeast District Office  
Division of Materials and Waste Management  
2195 Front Street  
Logan, Ohio 43138

or to such persons and addresses as may hereafter be otherwise specified in writing by Ohio EPA.

#### **XI. RESERVATION OF RIGHTS**

Ohio EPA and Respondent each reserve all rights, privileges and causes of action, except as specifically waived in Section XII of these Orders.

#### **XII. WAIVER**

In order to resolve disputed claims, without admission of fact, violation or liability, and in lieu of further enforcement action by Ohio EPA for only the violations specifically cited in these Orders, Respondent consents to the issuance of these Orders and agrees to comply with these Orders. Compliance with these Orders shall be a full accord and satisfaction for Respondent's liability for the violations specifically cited herein.

Respondent hereby waives the right to appeal the issuance, terms and conditions, and service of these Orders and Respondent hereby waives any and all rights Respondent may have to seek administrative or judicial review of these Orders either in law or equity.

Notwithstanding the preceding, Ohio EPA and Respondent agree that if these Orders are appealed by any other party to the Environmental Review Appeals Commission, or any court, Respondent retains the right to intervene and participate in such appeal. In such an event, Respondent shall continue to comply with these Orders notwithstanding such appeal and intervention unless these Orders are stayed, vacated or modified.

#### **XIII. EFFECTIVE DATE**

The effective date of these Orders is the date these Orders are entered into the Ohio EPA Director's journal.

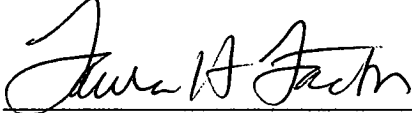
#### **XIV. SIGNATORY AUTHORITY**

Each undersigned representative of a party to these Orders certifies that he or she is fully authorized to enter into these Orders and to legally bind such party to these Orders.



**IT IS SO ORDERED AND AGREED:**

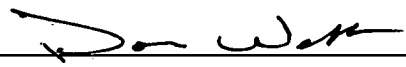
**Ohio Environmental Protection Agency**




Craig W. Butler  
Director

**IT IS SO AGREED:**

**Iron Valley Enterprises, Inc.**

  
\_\_\_\_\_  
Signature

3/22/14  
\_\_\_\_\_  
Date

  
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Printed or Typed Name  
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Title