



**Mike DeWine**, Governor  
**Jon Husted**, Lt. Governor  
**Laurie A. Stevenson**, Director

April 19, 2021

Freepoint Eco-Systems LLC  
58 Commerce Road  
Stamford, Connecticut 06902

**Re: Freepoint Eco-Systems LLC  
Non-permit Related Exemption  
Approval  
Municipal Solid Waste Landfill  
Franklin County  
MSWL023848**

**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 regarding **Freepoint Eco-Systems LLC**.

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

Sincerely,

*Jeri Main*

Jeri Main  
Administrative Professional Unit  
Division of Materials & Waste Management

Enclosure

ec: Jeremy Carroll, DMWM, CO  
Connie Livchak, DMWM, CDO  
Teri Finfrock, Legal  
Christina Schirra, Brickler & Eckler LLP  
Frank Merrill, Brickler & Eckler LLP

**BEFORE THE  
OHIO ENVIRONMENTAL PROTECTION AGENCY**

In the Matter Of:

Freepoint Eco-Systems LLC : Director's Final Findings  
58 Commerce Road : and Orders  
Stamford, Connecticut 06902 :

Respondent

**PREAMBLE**

It is agreed by the parties hereto as follows:

**I. JURISDICTION**

These Director's Final Findings and Orders ("Orders") are issued to Freepoint Eco-Systems LLC pursuant to the authority vested in the Director of the Ohio Environmental Protection Agency ("Ohio EPA") under Ohio Revised Code ("ORC") §§ 3734.02, 3734.13, 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 Respondent or of the Property 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 3734 and the rules promulgated thereunder.

**IV. FINDINGS**

The Director of Ohio EPA has determined the following findings:

1. Freepoint Eco-Systems LLC ("Freepoint") is a Delaware limited liability company registered in Ohio as a foreign for-profit limited liability company. Freepoint's business address is 58 Commerce Road, Stamford, Connecticut, 06902.

2. Freepoint is a person as that term is defined in ORC § 3734.01(G) and Ohio Administrative Code ("OAC") Rule 3745-27-01(P)(3).
3. On October 22, 2020 Freepoint executed an Option to Lease Agreement for approximately 16.13 acres of real property and an approximately 185,000 square foot warehouse located at 2160 McGaw Road in Obetz, Ohio (the "Property").
4. Pursuant to the terms of the Option to Lease Agreement, as subsequently amended, Freepoint has until June 30, 2021 to exercise its irrevocable option to lease the Property. To date, Freepoint has not yet executed its option to lease the Property.
5. Freepoint has indicated that it intends to operate a chemical recycling business on the Property. As part of those business operations, recyclable plastic material comprised primarily of #1 - #7 waste plastic from residential and commercial sources ("plastic") will be brought to the Property and placed in the warehouse, where it will be sorted and stockpiled prior to conversion into liquid hydrocarbons using chemical pyrolysis technology.
6. Freepoint has indicated that, in order to conduct initial testing and sorting operations as part of its start-up operations, up to 20,000 tons of plastic may need to be stockpiled in the warehouse at the Property for not more than one year.
7. Pursuant to ORC § 3734.01, solid waste generally includes "such unwanted residual solid or semisolid material as results from industrial, commercial, agricultural, and community operations . . . and includes, but is not limited to, garbage, scrap tires, combustible and noncombustible material, street dirt, and debris."
8. ORC § 3734.01(JJ) provides that post-use polymers are plastic polymers that are not being used for its originally intended purpose, but are instead being used "to manufacture crude oil, fuels, other raw materials, intermediate products, or final products using pyrolysis or gasification."
9. The plastic Freepoint indicates it would need to store at the Property as described in Finding 6 is both a solid waste and a post-use polymer as those terms are defined in ORC § 3734.01.
10. ORC § 3734.01(F) provides that solid waste disposal is "the discharge, deposit, injection, dumping, spilling, leaking, emitting, or placing of any solid wastes . . . into or on any land or ground . . . except if the disposition or placement constitutes storage[.]"
11. When used in connection with post-use polymers, ORC § 3734.01(M)(3) clarifies that storage means "holding . . . post-use polymers for a period of less than ninety

days, provided [that they] remain retrievable and substantially unchanged physically and chemically; do not cause a nuisance, pose a threat from vectors, or adversely impact public health, safety, or the environment; and are converted using pyrolysis prior to the end of the storage period of less than 90 days."

12. Freepoint has indicated that, as part of its initial start-up operations described in Finding 6, it will need to stockpile its plastic, *i.e.*, post-use polymers, at the Property for more than 90 days.
13. The stockpiling of post-use polymers for one year as described in Finding 6 would not qualify as storage under ORC § 3734.01(M)(3), but would constitute the disposal of solid waste.
14. Under ORC Chapter 3734, unless an exemption is issued by the Director, solid waste may only be lawfully disposed at a licensed and permitted solid waste disposal facility.
15. ORC § 3734.02(G) generally provides that the Director may, by order, issue an exemption to a person engaging in solid waste disposal activities as long as that exemption is unlikely to adversely affect public health or safety or the environment.
16. Freepoint has requested that the Director issue an exemption allowing up to 20,000 tons of the plastic to be stockpiled in the warehouse during its first year of operations at the Property in order to conduct initial testing and sorting operations.
17. In support of its exemption request, Freepoint has provided the following information:
  - a. No more than 20,000 tons of plastic will be present at the Property at one time;
  - b. The plastic will arrive at the Property via truck in gaylord containers or baled;
  - c. After unloading, the plastic will be stockpiled on pallets or in walled containers within the warehouse in the area identified in Attachment 1 as "Feedstock Storage;"
  - d. Freepoint will have on-site fire extinguishers, have a functioning sprinkler system in the warehouse, and provide employee training/documentation containing policies and procedures for the storage of the material;
  - e. Unusable material will either be returned to the supplier or sent off-site for lawful disposal.
18. In light of the limit on the amount of plastic that will be present on the Property, the fact that the plastic will be stored in identified areas within the warehouse, and the

fire safety and prevention measures Freepoint has indicated it will be taking and in consideration of the limited timeframe for which an exemption is sought, the Director finds that issuing an exemption from the obligation to obtain a permit and license in accordance with ORC Chapter 3734 and the rules promulgated thereunder for up to 20,000 tons of recyclable plastic material that will be stockpiled on the Property as described in Finding 6 is unlikely to adversely affect public health, safety, or the environment so long as Freepoint complies with these Orders.

## **V. ORDERS**

The Director hereby orders the following:

1. Beginning on the effective date of these Orders and continuing for one calendar year, Freepoint is hereby exempted from the obligations to obtain a license and a permit under ORC Chapter 3734 and the rules promulgated thereunder to the extent those obligations would be triggered by the stockpiling of recyclable plastic at the Property as described in Finding 6, provided Freepoint complies with all of the following:
  - a. No more than 20,000 tons of plastic, including both usable and unusable plastic, is present at the Property at one time.
  - b. Except as provided in Order 1.c., all plastic delivered to the Property is promptly removed from the transportation vehicle and is moved into the area of the warehouse identified as "Feedstock Storage" in Attachment 1 ("Feedstock Storage Area") not later than 24 hours after delivery excluding hours on weekends and the following holidays: New Year's Day; Martin Luther King Jr. Day; President's Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; and Christmas Day.
  - c. All plastic delivered to the Property in gaylord containers is, without exception, promptly removed from the transportation vehicle and is moved into the Feedstock Storage Area not later than 24 hours after delivery.
  - d. All plastic stockpiled at the Property is maintained in the Feedstock Storage Area on pallets or in walled containers.
  - e. Freepoint complies with applicable portions of the fire code.
  - f. The stockpiling of the plastic does not create a nuisance, pose a threat from vectors, or adversely impact public health, safety, or the environment.
  - g. All of the plastic stockpiled at the Property remains retrievable and substantially unchanged both physically and chemically.

- h. Not later than thirty (30) days after the effective date of these Orders, Freepoint places funds into a trust fund in an amount not less than nine hundred twenty thousand dollars (\$920,000.00), which shall be for the benefit of Ohio EPA to provide assurance that funds will be available when needed to cover any costs associated with the removal, transportation, and lawful disposal of solid waste, including but not limited to the recyclable plastic material, located at the Property in the event that Freepoint fails to comply with these Orders. The wording of the trust agreement shall be consistent with the language set forth in Ohio Administrative Code Rule 3745-27-17(A)(1) and shall be accompanied by a certification of acknowledgement consistent with Ohio Administrative Code Rule 3745-2717(A)(2). Only a trust agreement that has been approved by Ohio EPA may be utilized to comply with this Order.
  - i. Freepoint sends to the Director an originally signed duplicate of the trust agreement and certification of acknowledgement required by Order No. 1.h. not later than forty-five (45) days after the effective date of these Orders.
  - j. All unusable material separated from the plastic is stored in one or more walled containers inside the warehouse and is removed from the Property as described in Finding 17.e.
  - k. Freepoint shall create and maintain records that at a minimum document on a daily basis the amount of plastic, in tons, delivered to the Property, chemically recycled at the Property, removed from the Property, and stored at the Property at the end of that business day and make them available to Ohio EPA upon request.
2. Commencing one calendar year from the effective date of these Orders, all plastic stored at the Property shall conform to ORC § 3734.01(M)(3).
3. One calendar year from the effective date of these Orders or upon termination of these Orders in accordance with **VI. TERMINATION**, Freepoint may request that Ohio EPA terminate the trust required by Order 1.h. In any such request Freepoint shall certify that it has complied with these Orders and that all plastic at the Property is stored in accordance with ORC § 3734.01(M)(3).

## **VI. TERMINATION**

Freepoint may seek termination of these Orders at any time, provided Freepoint is in compliance with these Orders, by sending a written request to Ohio EPA that is signed by a responsible official of Freepoint. For purposes of this Order, a responsible official of Freepoint is a manager, member, or other duly authorized representative of the limited liability company who is in charge of a principal business function of Freepoint. Freepoint's

obligations under this Order shall terminate when the Chief of Ohio EPA's Division of Materials and Waste Management acknowledges, in writing, the termination of these Orders.

#### **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.

#### **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. Except as specifically provided in Order No. 1, these Orders do not waive or compromise the applicability and enforcement of any other statutes or regulations applicable to Freepoint.

#### **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 Freepoint pursuant to these Orders shall be addressed to:

Ohio Environmental Protection Agency  
Division of Materials and Waste Management  
50 West Town Street, Suite 700  
Columbus, Ohio 43215

or

[https://fileshare.epa.ohio.gov/filedrop/co\\_dmwm\\_submittals](https://fileshare.epa.ohio.gov/filedrop/co_dmwm_submittals)

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

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

Ohio EPA and Freepoint each reserve all rights, privileges, and causes of action, except as specifically waived in Section XII. of these Orders. Ohio EPA specifically reserves the right to revoke these Orders for noncompliance with any provision herein.

#### **XII. WAIVER**

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

Notwithstanding the preceding, Ohio EPA and Freepoint agree that if these Orders are appealed by any other party to the Environmental Review Appeals Commission, or any court, Freepoint retains the right to intervene and participate in such appeal. In such an event, Freepoint 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. The parties acknowledge and agree that this agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

**IT IS SO ORDERED AND AGREED:**

**Ohio Environmental Protection Agency**



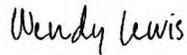
4/19/2021

\_\_\_\_\_  
Laurie A. Stevenson  
Director

\_\_\_\_\_  
Date

**IT IS SO AGREED:**

**Freepoint Eco-Systems LLC**



4/14/2021

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

wendy Lewis

\_\_\_\_\_  
Printed or Typed Name

Authorized Signatory

\_\_\_\_\_  
Title

