

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

FILED

Sep 19, 2024

6:03 am

**U.S. EPA REGION 4
HEARING CLERK**

In the Matter of:

City of Vero Beach,

EPA ID No: FLD000798868

Respondent.

Docket No. **TSCA-04-2024-6202(b)**

CONSENT AGREEMENT

I. NATURE OF ACTION

1. This is an administrative penalty assessment proceeding brought under Section 16(a) of the Toxic Substances Control Act (TSCA or the Act), 15 U.S.C. § 2615(a), and Sections 22.13(b) and 22.18 of the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits*, as codified at Title 40 of the Code of Federal Regulations (C.F.R.), Part 22.
2. This Consent Agreement and the attached Final Order shall collectively be referred to as the CAFO.
3. Having found that settlement is consistent with the provisions and objectives of the Act and applicable regulations, the Parties have agreed to settle this action pursuant to 40 C.F.R. § 22.18 and consent to the entry of this CAFO without adjudication of any issues of law or fact herein.

II. PARTIES

4. Complainant is the Director of the Enforcement and Compliance Assurance Division, United States Environmental Protection Agency (EPA), Region 4, who has been delegated the authority on behalf of the EPA to enter into this CAFO pursuant to 40 C.F.R. Part 22 and Section 16(a) of TSCA, 15 U.S.C. § 2615(a).

5. Respondent is the City of Vero Beach (Vero Beach), located at 100 17th Street, Vero Beach, Florida 32961.

III. GOVERNING LAW

6. Pursuant to Section 6(e) of TSCA, 15 U.S.C. § 2605(e), the Administrator of the EPA promulgated regulations in 40 C.F.R. Part 761 pertaining to Polychlorinated Biphenyls (PCBs). Failure to comply with any such regulation constitutes a violation of Section 15 of TSCA, 15 U.S.C. § 2614. Any person who violates Section 15 of TSCA, 15 U.S.C. § 2614, may be assessed a civil penalty in accordance with Section 16(a) of TSCA, 15 U.S.C. § 2615(a), and 40 C.F.R. Part 19. Each day a violation continues may constitute a separate violation.
7. The term “facility” is defined in 40 C.F.R. § 761.3, as all contiguous land, and structures, other appurtenances, and improvements on the land, used for the treatment, storage, or disposal of PCB waste. A facility may consist of one or more treatment, storage, or disposal units.
8. The term “PCB(s)” is defined in 40 C.F.R. § 761.3, as any chemical substance that is limited to the biphenyl molecule that has been chlorinated to varying degrees or any combination of substances which contains such substance.
9. The term “PCB-Contaminated” is defined in 40 C.F.R. § 761.3, as a non-liquid material containing PCBs at concentrations ≥ 50 parts per million (ppm) but < 500 ppm; a liquid material containing PCBs at concentrations ≥ 50 ppm but < 500 ppm or where insufficient liquid material is available for analysis, a non-porous surface having a surface concentration > 10 micrograms (μg)/100 centimeters² (cm^2) but < 100 $\mu\text{g}/100$ cm^2 , measured by a standard wipe test as defined in 40 C.F.R. § 761.123.
10. The term “PCB Equipment” is defined in 40 C.F.R. § 761.3, as any manufactured item, other than a PCB Container or a PCB Article Container which contains a PCB Article or other PCB Equipment, and includes microwave ovens, electronic equipment, and fluorescent light ballasts and fixtures.
11. The term “PCB Transformer” is defined in 40 C.F.R. § 761.3, as any transformer that contains ≥ 500 ppm PCBs.
12. The term “PCB Article” is defined in 40 C.F.R. § 761.3, as any manufactured article, other than a PCB Container, that contains PCBs and whose surface(s) has been in direct contact with PCBs. “PCB Article” includes capacitors, transformers, electric motors, pumps, pipes and any other manufactured item: (1) which is formed to a specific shape or design during manufacture; (2) which has end use function(s) dependent in whole or in part upon its shape or design during end use; and (3) which has either no change of chemical composition during its end use or only those changes of composition which have no commercial purpose separate from that of the PCB Article.

13. The term "PCB Item" is defined in 40 C.F.R. § 761.3, as any PCB Article, PCB Article Container, PCB Container, PCB Equipment, or anything that deliberately or unintentionally contains or has as a part of it any PCB or PCBs. PCB Transformers are PCB Articles and PCB Items as those terms are defined in 40 C.F.R. § 761.3.
14. The term "PCB waste(s)" is defined in 40 C.F.R. § 761.3, as those PCBs and PCB Items that are subject to the disposal requirements of Subpart D of 40 C.F.R. Part 761.
15. The term "Generator of PCB waste" is defined in 40 C.F.R. § 761.3, as any person whose act or process produces PCBs that are regulated for disposal under Subpart D of Part 761, or whose act first causes PCBs or PCB Items to become subject to the disposal requirements of Subpart D of Part 761, or who has physical control over the PCBs when a decision is made that the use of the PCBs has been terminated and therefore is subject to the disposal requirements of Subpart D Part 761. Unless another provision of Part 761 specifically requires a site-specific meaning, "Generator of PCB waste" includes all of the sites of PCB waste generation owned or operated by the person who generates PCB waste.
16. The term "Storage for disposal" is defined in 40 C.F.R. § 761.3, as temporary storage of PCBs that have been designated for disposal.
17. The term "Mark" is defined in 40 C.F.R. § 761.3, as the descriptive name, instructions, cautions, or other information applied to PCBs and PCB Items, or other objects subject to the regulations in 40 C.F.R. Part 761.
18. The term "Marked" is defined in 40 C.F.R. § 761.3, as the marking of PCB Items and PCB storage areas and transport vehicles by means of applying a legible Mark by painting, fixation of an adhesive label, or by any other method that meets the requirements of the regulations.
19. Pursuant to 40 C.F.R. § 761.65(c)(5), PCB Items in storage for disposal, including but not limited to PCB Transformers, are required to be checked for leaks at least once every 30 days. Records of inspections, maintenance, cleanup, and disposal must be maintained in accordance with 40 C.F.R. § 761.180(a) and (b).
20. Pursuant to 40 C.F.R. § 761.65(c)(8), PCB Items must be dated on the item with the date when they are removed from service for disposal.
21. Pursuant to 40 C.F.R. § 761.65(a)(1), PCB waste must be disposed of as required by Subpart D of 40 C.F.R. Part 761 within 1-year from the date it was determined to be PCB waste and the decision was made to dispose of it.
22. Pursuant to 40 C.F.R. § 761.180(a), each owner or operator of a facility, other than a commercial storer or a disposer of PCB waste, using or storing at any one time at least 45 kilograms (99.4 pounds) or PCBs contained in PCB containers, or one or more PCB Transformers, or 50 or more PCB Large High or Low Voltage Capacitors shall develop and maintain at the facility, or a central facility provided that they are maintained at that facility, all

annual records and the written annual document log of the disposition of PCBs and PCB Items.

23. Pursuant to 40 C.F.R. § 761.205(a)(2), all PCB generators must notify the EPA of their PCB waste activities by filing EPA Form 7710-53 with the EPA prior to engaging in PCB waste handling activities.

IV. FINDINGS OF FACTS

24. On January 16, 2024, the EPA conducted an inspection of Respondent's closed power plant, located at 100 17th Street, Vero Beach, Florida 32961 (the Facility) pursuant to Section 11 of TSCA, 15 U.S.C. § 2610, to determine Respondent's compliance with the PCB regulations.
25. Respondent operated the Facility as a municipal-owned power plant with five natural gas-fired steam generators capable of generating 158 megawatts of electricity for residents of the City of Vero Beach. The Power Plant was built in 1961 and ceased operations in 2015.
26. Respondent registered one PCB Transformer at the Facility with the EPA on December 30, 1998.
27. At the time of the inspection, Respondent was storing on site for disposal the following six transformers which had been removed from service in 2015 when the Facility ceased operations:
 - a. Located in Substation 1, one 425-gallon Westinghouse Inerteen Transformer (Serial #6991522), labeled "Reclassified 2-27-88, Certified # was not able to be read, Non-PCB, and PCB-Contaminated;"
 - b. Located in Substation 2, one 425-gallon Westinghouse Inerteen Transformer (Serial #6991519), labeled "PCB-Contaminated;"
 - c. Location in Substation 31, one 145-gallon General Electric Pyranol Transformer (Serial # G-857681A), labeled "Reclassified 2-27-88, Certified 0324-681A, retro-filled silicone 2-27-88" and "Non-PCB" and "PCB;"
 - d. Located in Substation 32, one 145-gallon General Electric Pyranol Transformer (Serial # G-857681B), labeled "Non-PCB Reclassification 2-27-88, Certified #0324-681B, Retro-filled with silicone dielectric fluid 2-27-88," and "Non-PCB" and "PCB-Contaminated;"
 - e. Located in Substation 41, one 206-gallon Westinghouse Inerteen Transformer (Serial #PBV0358-02), labeled "Unison Transformer Services, Reclassification 2-27-88, Certified #0324-5802" and "PCB-Contaminated" and "Non-PCB;" and
 - f. Located in Substation 42, one 206-gallon Westinghouse Inerteen Transformer (Serial #PBV0358-01), labeled "Reclassified 2-27-88, Certified #0324-58-01" and "PCB-Contaminated;" also labeled "Non-PCB" but marked out.
28. The nameplates on four of the transformers listed in Paragraph 27 identified them as "Westinghouse Inerteen Transformers" and the nameplates on two of the transformers listed in Paragraph 27 identified them as "General Electric Pyranol Transformers," indicating that the transformers were manufactured as PCB Transformers. "Inerteen" and "Pyranol" are trade names for dielectric fluids that contained PCBs in concentrations \geq 500 ppm and were used in

PCB Transformers manufactured by General Electric and Westinghouse, respectively, prior to 1979.

29. Labels affixed to the six PCB Transformers listed in Paragraph 27 indicated that five of the transformers had been reclassified as PCB-contaminated or non-PCB transformers on February 27, 1998, and the label for one of the transformers indicated it had been reclassified but it did not show the date. Under the PCB regulations, owners/operators may attempt to reclassify the status of a PCB Transformer to PCB-Contaminated (50-500 ppm PCBs) or non-PCB (below 50 ppm PCBs) by removing the dielectric fluid and refilling the transformer with non-PCB fluid. However, refilling a PCB Transformer and lowering its PCB concentration below 500 ppm does not guarantee that over time the PCB concentrations will not rebound to over 500 ppm.
30. During the inspection, the EPA learned that Respondent had not sampled the transformers at the time they were removed from service for disposal in 2015, or at any time thereafter while they were being stored for disposal. By not sampling the transformers at the time they were removed from service, Respondent did not know the actual PCB concentrations or the status and classification of the transformers. Pursuant to 40 C.F.R. § 761.2 - "PCB concentration assumptions for use" - and as further clarified in the EPA's 2014 PCB Q&A Manual, once transformers have been removed from service for disposal or stored for disposal, their PCB concentrations must be determined prior to being disposed.
31. Subsequent to the inspection, on February 9, 2024, Respondent collected samples of the dielectric fluid contained in each of the six transformers identified Paragraph 27(a)-(f) above. The analytical results of the sampling showed that the PCB concentrations exceeded 500 ppm in each transformer, as follows:
 - a. the Westinghouse Inerteen Transformer (Serial #6991522) located in Substation 1 had 540.8 ppm PCBs;
 - b. the Westinghouse Inerteen Transformer (Serial #6991519) located in Substation 2, had 1138.7 ppm PCBs;
 - c. the General Electric Pyranol Transformer (Serial # G-857681A) located in Substation 31, had 764.7 ppm PCBs;
 - d. the General Electric Pyranol Transformer (Serial # G-857681B) located in Substation 32, had 668.4 ppm PCBs;
 - e. the Westinghouse Inerteen Transformer (Serial #PBV0358-02) located in Substation 41 had 622.4 ppm PCBs; and
 - f. the Westinghouse Inerteen Transformer (Serial #PBV0358-01) located in Substation 42, had 542.5 ppm PCBs.
32. Since the PCB concentrations in each of the six transformers being stored for disposal as PCB waste exceeded 500 ppm, they were considered to be PCB Transformers as that term is defined in 40 C.F.R. § 761.3. As such, Respondent was required to comply with the applicable requirements for storage and disposal of PCB waste under 40 C.F.R. § 761.65 during the time the PCB Transformers were stored for disposal between 2015 and 2024.
33. At the time of the EPA's inspection of Respondent's Facility, Respondent had not inspected the

six PCB Transformers identified above for leaks at least once every 30 days or maintained a record of those inspections, as required by 40 C.F.R. § 761.65(c)(5) and 40 C.F.R. § 761.180(a) and (b).

34. At the time of the EPA's inspection of Respondent's Facility, Respondent was storing the six PCB Transformers identified above without a "removed from service" date placed on the PCB Transformers, as required by 40 C.F.R. § 761.65(c)(8).
35. At the time of the EPA's inspection of Respondent's Facility, Respondent had failed to dispose of the six PCB Transformers identified above within 1-year from the date they were determined to be PCB waste and the decision was made to dispose of them which was in 2015 when Respondent ceased operations, as required by 40 C.F.R. § 761.65(a)(1).
36. At the time of the EPA's inspection of Respondent's Facility, Respondent failed to maintain annual document logs showing the disposition of PCBs and PCB Items, as required by 40 C.F.R. § 761.180(a).
37. At the time of the EPA's inspection, Respondent had not notified the EPA prior to first engaging in PCB waste handling activities in 2015, as required by 40 C.F.R. § 761.205(a)(2).

V. ALLEGED VIOLATIONS

38. The EPA alleges that Respondent failed to inspect the six PCB Transformers identified in Paragraph 27 above for leaks at least once every 30 days and maintain records of those inspections, in violation of 40 C.F.R. § 761.65(c)(5), 40 C.F.R. § 761.180(a) and (b), and Section 15 of TSCA, 15 U.S.C. § 2614.
39. The EPA alleges that Respondent failed to place on the PCB Transformers the date they were removed from service, in violation of 40 C.F.R. § 761.65(c)(8) and Section 15 of TSCA, 15 U.S.C. § 2614.
40. The EPA alleges that Respondent failed to dispose of the six PCB Transformers identified above within 1-year from the date they were determined to be PCB waste and the decision was made to dispose of them, in violation of 40 C.F.R. § 761.65(a)(1) and Section 15 of TSCA, 15 U.S.C. § 2614.
41. The EPA alleges that Respondent failed to maintain all annual records and the written annual document log of the disposition of PCBs and PCB Items, in violation of 40 C.F.R. § 761.180(a) and Section 15 of TSCA, 15 U.S.C. § 2614.
42. The EPA alleges that Respondent failed to notify the EPA of its PCB waste activities, prior to engaging in PCB waste handling activities, in violation of 40 C.F.R. § 761.205(a)(2) and Section 15 of TSCA, 15 U.S.C. § 2614.

VI. STIPULATIONS

43. The issuance of this CAFO simultaneously commences and concludes this proceeding pursuant to 40 C.F.R. § 22.13(b).

44. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondent:

- a. admits that the EPA has jurisdiction over the subject matter alleged in this CAFO;
- b. neither admits nor denies the factual allegations set forth in Section IV (Findings of Facts) of this CAFO;
- c. consents to the assessment of a civil penalty as stated below;
- d. consents to the conditions specified in this CAFO;
- e. waives any right to contest the allegations set forth in Section V (Alleged Violations) of this CAFO; and
- f. waives its rights to appeal the Final Order accompanying this CAFO.

45. For the purpose of this proceeding, Respondent:

- a. agrees that this CAFO states a claim upon which relief may be granted against Respondent;
- b. acknowledges that this CAFO constitutes an enforcement action for purposes of considering Respondent's compliance history in any subsequent enforcement actions;
- c. waives any rights it may possess at law or in equity to challenge the authority of the EPA to bring a civil action in a United States District Court to compel compliance with the CAFO, and to seek an additional penalty for such noncompliance, and agrees that federal law shall govern in any such civil action;
- d. by executing this CAFO, certifies to the best of its knowledge that Respondent is currently in compliance with all relevant requirements of the Act and its implementing regulations, and that all violations alleged herein, which are neither admitted nor denied, have been corrected;
- e. waives any right it may have pursuant to 40 C.F.R. § 22.8 to be present during any discussions with, or to be served with and reply to, any memorandum or communication addressed to EPA officials where the purpose of such discussion, memorandum, or communication is to persuade such official to accept and issue this CAFO; and

f. agrees to comply with the terms of the CAFO.

46. In accordance with 40 C.F.R. § 22.5, the individuals named in the Certificate of Service are authorized to receive service related to this proceeding and the Parties agree to receive service by electronic means.

VII. TERMS OF PAYMENT

47. Respondent is assessed a civil penalty of **FORTY-NINE THOUSAND FOUR HUNDRED AND EIGHTY DOLLARS (\$49,480.00)**, which shall be paid within thirty (30) days of the Effective Date of this CAFO.

48. Payment shall be made by cashier's check, certified check, by electronic funds transfer (EFT), or by Automated Clearing House (ACH) (also known as REX or remittance express). If paying by check, the check shall be payable to: Treasurer, United States of America, and the Facility name and Docket Number for this matter shall be referenced on the face of the check. If Respondent(s) send(s) payment by the U.S. Postal Service, the payment shall be addressed to:

U.S. Environmental Protection Agency
P.O. Box 979078
St. Louis, Missouri 63197-9000

If Respondent sends payment by non-standard mail delivery (e.g., FedEx, DHL, UPS, USPS certified, registered, etc.), the payment shall be sent to:

U.S. Environmental Protection Agency
Government Lockbox 979078
3180 Rider Trail S.
Earth City, Missouri 63045

If paying by EFT, Respondent shall transfer the payment to:

Federal Reserve Bank of New York
ABA: 021030004
Account Number: 68010727
SWIFT address: FRNYUS33
33 Liberty Street
New York, New York 10045
Beneficiary: Environmental Protection Agency

If paying by ACH, Respondent shall remit payment to:

US Treasury REX / Cashlink ACH Receiver
ABA: 051036706
Account Number: 310006, Environmental Protection Agency
CTX Format Transaction Code 22 – checking

Physical location of US Treasury facility:
5700 Rivertech Court
Riverdale, Maryland 20737
Remittance Express (REX): 1-866-234-5681

49. Respondent shall send electronic proof of payment within twenty-four (24) hours of payment of the civil penalty, to:

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 4
R4_Regional_Hearing_Clerk@epa.gov

and
Kris Lippert
TSCA Enforcement Section
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 4
lippert.kristin@epa.gov

50. "Proof of payment" means, as applicable, a copy of the check, confirmation of credit card or debit card payment, confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to EPA requirements, in the amount due, and identified with the Facility name and Docket No. TSCA-04-2024-6202(b).
51. Pursuant to 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to remit the civil penalty as agreed to herein, the EPA is entitled to assess interest and penalties on debts owed to the United States and a charge to cover costs of processing and handling the delinquent claim. Accordingly, the EPA may require Respondent to pay the following amounts on any amount overdue:
- a. Interest. Interest will begin to accrue on the civil penalty from the Effective Date of this CAFO. If the civil penalty is paid within thirty (30) days of the Effective Date of this CAFO, interest is waived. However, if the civil penalty is not paid in full within thirty (30) days of the Effective Date of this CAFO, interest will continue to accrue on any unpaid portion until the unpaid portion of the civil penalty and accrued interest are paid. Interest will be assessed at the rate of the United States Treasury tax and loan rate, as established by the Secretary of the Treasury, in accordance with 31 U.S.C. § 3717(a)(1), 31 C.F.R. § 901.9(b)(2), and 40 C.F.R. § 13.11(a).
 - b. Non-Payment Penalty. On any portion of a civil penalty more than ninety (90) days past due, Respondent must pay a non-payment penalty of not more than six percent (6%) per annum, which will accrue from the date the penalty payment became due and is not paid, as provided in 31 U.S.C. § 3717(e)(2) and 31 C.F.R. § 901.9(d). This non-payment penalty is in addition to charges which accrue or may accrue under

subparagraphs (a) and (c) and will be assessed monthly. 40 C.F.R. § 13.11(c).

- c. Monthly Handling Charge. Respondent must pay a late payment handling charge to cover the administrative costs of processing and handling the delinquent claim, based on either actual or average cost incurred. 31 C.F.R. § 901.9(c) and 40 C.F.R. § 13.11(b). Administrative costs will be assessed monthly throughout the period the debt is overdue except as provided by 40 C.F.R. § 13.12.

52. In addition to what is stated in the prior Paragraph, if Respondent fails to timely pay any portion of the penalty assessed under this CAFO, the EPA may:

- a. refer the debt to a credit reporting agency or a collection agency (*see* 40 C.F.R. §§ 13.13 and 13.14);
- b. collect the debt by administrative offset (i.e., the withholding of money payable by the United States to, or held by the United States for, a person to satisfy the debt the person owes the Government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds (*see* 40 C.F.R. Part 13, Subparts C and H);
- c. suspend or revoke Respondent's licenses or other privileges, or suspend or disqualify Respondent from doing business with the EPA or engaging in programs the EPA sponsors or funds (*see* 40 C.F.R. § 13.17); and/or
- d. refer the debt to the Department of Justice or the U.S. Attorney for litigation (*see* 40 C.F.R. § 13.33).

53. Penalties paid pursuant to this CAFO shall not be deductible for purposes of federal taxes.

VIII. EFFECT OF CAFO

54. This CAFO constitutes a settlement by the EPA of all claims for federal civil penalties pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a), for the specific violations alleged herein.

55. Full payment of the civil penalty, as provided in Section VII (Terms of Payment), shall not in any case affect the right of the EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law. 40 C.F.R. § 22.18(c).

56. Nothing in this CAFO shall relieve Respondent of the duty to comply with all applicable provisions of the Act and other federal, state, or local laws or statutes, nor shall it restrict the EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit, except as expressly provided herein.

57. Nothing herein shall be construed to limit the power of the EPA to undertake any action against Respondent or any person in response to conditions that may present an imminent hazard as

provided under the Act.

58. The terms, conditions, and compliance requirements of this CAFO may not be modified or amended except upon the written agreement of both Parties, and approval of the Regional Judicial Officer.
59. The provisions of this CAFO shall apply to and be binding upon Respondent and its officers, directors, employees, agents, trustees, authorized representatives, successors, and assigns.
60. Any change in the legal status of Respondent, or change in ownership, partnership, corporate or legal status relating to the Facility, will not in any way alter Respondent's obligations and responsibilities under this CAFO.
61. By signing this Consent Agreement, Respondent acknowledges that this CAFO will be available to the public and agrees that this CAFO does not contain any confidential information under Section 14 of TSCA, 15 U.S.C. § 2613, and 40 C.F.R. Part 2 and the Freedom of Information Act (FOIA) or personally identifiable information.
62. By signing this Consent Agreement, Complainant, and the undersigned representative of Respondent each certify that he or she is fully authorized to execute and enter into the terms and conditions of this CAFO and has the legal capacity to bind the party he or she represents to this CAFO.
63. By signing this Consent Agreement, both Parties agree that each party's obligations under this CAFO constitute sufficient consideration for the other party's obligations.
64. By signing this Consent Agreement, Respondent certifies that the information it has supplied concerning this matter was at the time of submission, and continues to be, true, accurate, and complete for each such submission, response, and statement. Respondent acknowledges that there are significant penalties for submitting false or misleading information, including the possibility of fines and imprisonment for knowing submission of such information, under 18 U.S.C. § 1001.
65. The EPA also reserves the right to revoke this CAFO and settlement penalty if and to the extent that the EPA finds, after signing this CAFO, that any information provided by Respondent was materially false or inaccurate at the time such information was provided to the EPA. If such false or inaccurate material was provided, the EPA reserves the right to assess and collect any and all civil penalties for any violation described herein. The EPA shall give Respondent notice of its intent to revoke, which shall not be effective until received by Respondent in writing.
66. It is the intent of the Parties that the provisions of this CAFO are severable. If any provision or authority of this CAFO or the application of this CAFO to any party or circumstances is held by any judicial or administrative authority to be invalid or unenforceable, the application of such provisions to other parties or circumstances and the remainder of the CAFO shall remain in force and shall not be affected thereby.

67. Unless specifically stated otherwise in this CAFO, each party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding.

IX. EFFECTIVE DATE

68. This CAFO shall become effective after execution of the Final Order by the Regional Judicial Officer, on the date of filing with the Regional Hearing Clerk.

[Remainder of Page Intentionally Left Blank

Complainant and Respondent will Each Sign on Separate Pages]

The foregoing Consent Agreement In the Matter of the **City of Vero Beach**, Docket No. **TSCA-04-2024-6202(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR COMPLAINANT:

Keriema S. Newman
Director
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 4

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION 4

In the Matter of:

City of Vero Beach,

EPA ID No: FLD000798868

Respondent.

Docket No. **TSCA-04-2024-6202(b)**

FINAL ORDER

The Regional Judicial Officer is authorized to ratify this Consent Agreement which memorializes a settlement between Complainant and Respondent. 40 C.F.R. §§ 22.4(b) and 22.18(b)(3). The foregoing Consent Agreement is, therefore, hereby approved, ratified, and incorporated by reference into this Final Order in accordance with the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits*, 40 C.F.R. Part 22.

Respondent is hereby ORDERED to comply with all the terms of the foregoing Consent Agreement effective immediately upon filing of this Consent Agreement and Final Order with the Regional Hearing Clerk. This Final Order disposes of this matter pursuant to 40 C.F.R. §§ 22.18 and 22.31.

BEING AGREED, IT IS SO ORDERED.

Regional Judicial Officer

CERTIFICATE OF SERVICE

I certify that the foregoing Consent Agreement and Final Order, In the Matter of the **City of Vero Beach**, Docket No. **TSCA-04-2024-6202(b)**, were filed and copies of the same were emailed to the Parties as indicated below.

Via email to all Parties at the following email addresses:

To Respondent: Robert Bolton
 City of Vero Beach
 100 17th Street
 Vero Beach, Florida 32961
 RBolton@covb.org
 (772) 633-8049

To EPA: Kris Lippert
 Senior Enforcement Officer
 lippert.kristin@epa.gov
 (404) 562-8605

 Robert Caplan
 Senior Attorney
 caplan.robert@epa.gov
 (404) 562-9520

Shannon L. Richardson, Regional Hearing Clerk
r4_regional_hearing_clerk@epa.gov