

FACILITY AUDIT AGREEMENT
between the
ENVIRONMENTAL PROTECTION AGENCY
and
[Insert Name of Fleet Maintenance Facility]

I. INTRODUCTION

In recognition that environmental auditing plays a critical role in protecting human health and the environment by identifying, correcting, and ultimately preventing violations of environmental regulations, **[Fleet Maintenance Facility]** and the United States Environmental Protection Agency, Region 2 (the "Region") hereby agree that **[Fleet Maintenance Facility]** shall conduct a self-audit program (the "Audit Program") for compliance with the regulations promulgated or authorized by the United States Environmental Protection Agency ("EPA") set forth in Section II below. The Agreement shall be governed by the terms of EPA's Policy entitled "Incentives for Self-Policing: Discovery, Disclosure, Correction and Prevention of Violations," 65 Federal Register 19618 (4/11/00, the "Policy"), except to the extent that those terms are explicitly modified below.

II. SCOPE OF THE AUDIT

A. **[Fleet Maintenance Facility]** shall conduct an audit (the "Audit") of its compliance with the regulations cited below in subsections 1 - 6 of Section II.B. The Audit will encompass all **(enter number)** garages, buildings, and storehouses of **[Fleet Maintenance Facility]**, including any associated off-site facilities such as _____ (if applicable).

B. Under the Audit Program, **[Fleet Maintenance Facility]** will audit compliance with the following federal regulatory programs:

1. Air Programs

Part 52¹ Section 21 Prevention of Significant Deterioration of Air Quality
Part 60 Standards of Performance for New Stationary Sources
Part 61 National Emission Standards for Hazardous Air Pollutants,
Subpart M, National Emission Standard for Asbestos

¹ The term "Part" refers to the subdivisions of the subchapters of Title 40 Code of Federal Regulations ("C.F.R.").

Part 63 National Emission Standards for Hazardous Air Pollutants for Source Categories (all applicable provisions)
Part 68 Chemical Accident Prevention Provisions
Part 70 State Operating Permit Programs
Part 82 Protection of Stratospheric Ozone
All applicable provisions of; and the New York State Implementation Plan Regulations (promulgated pursuant to Section 110 of the Clean Air Act) including the New Source Review regulations ([Title 6NYCRR, Chapter III, Part 200, et seq](#))

2. Water Programs

Part 112 Oil Pollution Prevention
Part 122 EPA Administered Permit Programs: The National Pollutant Discharge Elimination System
Part 141 National Primary Drinking Water Regulations
Part 142 National Primary Drinking Water Regulations Implementation
Part 143 National Secondary Drinking Water Regulations
Part 144 Underground Injection Control (“UIC”) Program
Part 145 State UIC Program Requirements
Part 146 UIC Program: Criteria and Standards
Part 147 State UIC Programs
Part 148 Hazardous Waste Injection Restrictions
Part 403 General Pretreatment Regulations for Existing and New Sources of Pollution

3. Pesticide Programs

Part 162 State Registration of Pesticide Products
Part 170 Worker Protection Standard
Part 171 Certification of Pesticide Applicators
Part 172 Experimental Use Permits

4. Solid and Hazardous Wastes

Part 260 Hazardous Waste Management System: General (Part 370, 6 New York Code of Rules and Regulations (“6 NYCRR”))
Part 261 Identification and Listing of Hazardous Waste ([Part 371, 6 NYCRR](#))
Part 262 Standards Applicable to Generators of Hazardous Waste ([Part 372, 6 NYCRR](#))
Part 263 Standards Applicable to Transporters of Hazardous Waste ([Part 372, 6 NYCRR](#))

- Part 264 Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities ([Subpart 373-2, 6 NYCRR](#))
- Part 265 Interim Status Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities ([Subpart 373-3, 6 NYCRR](#))
- Part 266 Standards for the Management of Specific Hazardous Wastes and Specific Types of Hazardous Waste Management Facilities ([Subpart 374-1, 6 NYCRR](#))
- Part 268 Land Disposal Restrictions (Part 376, 6 NYCRR)
- Part 273 Standards for Universal Waste Management ([Subpart 374-3, 6 NYCRR](#))
- Part 279 Standards for the Management of Used Oil
- Part 280 Technical Standards and Corrective Action Requirements for Owners and Operators of Underground Storage Tanks (“USTs”)

New York State has been authorized by the Region for many of the federal regulations comprising Parts 260-266, 268 and 273 (New York is not authorized for Parts 279 and 280). Once authorized, a state regulation becomes the applicable regulation. [Resource Conservation and Recovery Act (“RCRA”), as amended, §3006(b), 42 U.S.C. §6926(b)]. For purposes of this Agreement, the institution will audit for compliance with authorized New York State counterparts of the federal regulations, where applicable, found at 6 NYCRR Parts 370 -373, 376 and Subpart 374-3.

5. Hazardous Substances and Chemicals, Environmental Response, Emergency Planning, and Community Right-to-Know Programs

- Part 302 Designation, Reportable Quantities, and Notification
- Part 355 Emergency Planning and Notification
- Part 370 Hazardous Chemical Reporting: Community Right-to-Know
- Part 372 Toxic Chemical Release Reporting: Community Right-to-Know

6. Toxic Substances

- Part 745 Lead-Based Paint Poisoning Prevention in Certain Residential Structures
- Part 763 Asbestos

III. DISCLOSURE

Fleet Maintenance Facility shall disclose all EPA-enforceable regulatory violations discovered during the Audit. **Fleet Maintenance Facility** will voluntarily disclose these violations to the Region, in accordance with the Policy, in written disclosure reports to be submitted in accordance with the schedule set forth below in Section IV. Each such disclosure report shall contain, with reference to each violation disclosed, the following additional information: the actions selected by **Fleet Maintenance Facility** to correct the violation within 60 days, or as otherwise approved pursuant to Section V below; the status of the corrective action; and the means taken by **Fleet Maintenance Facility** to prevent recurrence of the violation. All disclosure reports will be submitted by the scheduled date, and the Region explicitly agrees to waive the 21-day disclosure requirement provided for in the Policy.

Once the action designed to correct a particular violation has been completed, and a report submitted to the Region notifying it of the completion of the corrective action, no further reporting on that violation, or the status of corrective action, is required. On **[Date of Termination of Agreement - usually sixty days after the scheduled submittal of the last disclosure report]**, this Agreement shall terminate for all purposes, except that **Fleet Maintenance Facility** shall remain obligated to complete the action necessary to correct any disclosed violation, and to report to the Region in writing (1) the completion of any corrective action, previously unreported, within thirty days after such corrective action has been completed, and (2) the costs of coming into compliance for each violation disclosed under this Audit Agreement, and the amount of pollutants no longer released to the environment as a result of the corrective actions.

This Audit Agreement does not cover any pre-Agreement activities, including regulatory compliance issues discovered by **Fleet Maintenance Facility** or its environmental consultant(s) prior to the effective date of this Agreement.

IV. SCHEDULE

- A. Within 10 days of the effective date of this agreement, **Fleet Maintenance Facility** will identify suitable personnel or consultants (where appropriate) to perform each of the six regulatory program audits identified in Section II above and shall further identify the applicable criteria pursuant to which each such regulatory program audit shall be conducted. **Fleet Maintenance Facility** shall submit to EPA the audit protocols and audit checklists for each of the six regulatory program audits, tailored to the Fleet Maintenance Facility, and shall provide copies of these audit instruments to the Region. **Fleet Maintenance Facility** is willing to share any materials it develops with other institutions and the U.S. Environmental Protection Agency.

- B. Within 30 days of the signing of the agreement, the Audit shall commence.
- C. **Fleet Maintenance Facility** shall complete the regulatory audits required by the Sections listed in this agreement, and shall submit disclosure reports to the Region, in accordance with the Policy and the Agreement, identifying all EPA-enforceable violations eligible for self disclosure in accordance with the Audit Policy.

V. CORRECTIVE ACTION

Fleet Maintenance Facility shall correct each violation identified during the Audit, and shall take steps necessary to prevent the recurrence of each such violation. Wherever possible, **Fleet Maintenance Facility** shall correct any violations identified during the Audit within 60 days of discovery. In those instances in which **Fleet Maintenance Facility** is unable to correct an identified violation within the 60-day deadline, it shall request an extension of time from the Region in writing and provide a correction schedule, accompanied by a justification of the requested extension. Any extension of the 60-day correction period shall be subject to the Region's approval. Such approval will not be unreasonably withheld.

If **Fleet Maintenance Facility** discovers or otherwise becomes aware of a concern or concerns that may present an imminent and substantial endangerment to human health or the environment, and such concern(s) may exist at other **Fleet Maintenance Facility** locations covered by this Agreement, notwithstanding any other language herein to the contrary, **Fleet Maintenance Facility** agrees to address such concern(s) at all covered locations as expeditiously as possible and promptly take such action as may be necessary at all covered locations to protect human health and the environment. **Fleet Maintenance Facility** shall notify EPA (initial notice may be by phone) of such concern(s) within 24 hours of discovery or becoming aware of such concern(s) and shall notify EPA in writing within five business days of such discovery of **Fleet Maintenance Facility**'s proposed remedial action.

VI. CIVIL PENALTIES FOR DISCLOSED VIOLATIONS

Except as provided in Section II.D.8 of the Policy, the Region will not impose gravity-based penalties for violations voluntarily discovered if they are timely disclosed and corrected, and provided that the applicable provisions of the Policy and this Agreement are met. The Region will consider the least expensive means for coming into compliance in calculating potential economic benefit penalties for any disclosed violations, provided that such methods comply with regulatory requirements.

VII. MISCELLANEOUS PROVISIONS

- A. Notification and Certification of Disclosure Reports: **[Fleet Maintenance Facility]** designates as its “responsible official,” responsible for submitting disclosure reports to the Region, the following individual:

Name of Responsible Official
Title
Name of Fleet Maintenance Facility
Address
City, State, Zip Code
Phone Number
Fax Number
Email Address

The responsible official shall certify that each disclosure report submitted to the Region is true, accurate and complete in the form set forth in 40 C.F.R. §270.11(d).

[Fleet Maintenance Facility] designates as its “contact person,” to be the recipient of all communications from the Region concerning this Agreement, the following individual:

Name of Contact Person
Title
Name of Fleet Maintenance Facility
Address
City, State, Zip Code
Phone Number
Fax Number
Email Address

The Region designates the following individual as its contact person:

Ronald Lockwood
Fleet Maintenance Coordinator
DECA-CAPSB
U.S. Environmental Protection Agency, Region 2
290 Broadway (21ST Floor)
New York, New York 10007-1866
Phone: (212) 637-3413
Fax: (212) 637-4086
lockwood.ronald@epa.gov

The parties may redesignate their contact person and responsible official in writing.

- B. Compliance With Law and Regulation: Neither the existence of this Agreement, nor compliance with this Agreement relieves **[Fleet Maintenance Facility]** of its obligation of continued compliance with the regulations covered by this Agreement, and all other federal, state and local laws and regulations.
- C. Reservation of Right: The Region reserves its right to proceed against **[Fleet Maintenance Facility]** for all violations outside the scope of the Audit, and violations within the scope of the Audit that were not timely reported or timely corrected. In any enforcement proceeding, the Region may enforce the provision of 40 C.F.R. allegedly violated, or its authorized or approved state counterpart, if said counterpart is federally enforceable as a matter of law.
- D. Authority of Signatories: The signatories hereto represent that they have the authority to bind the parties.
- E. Modification: This Agreement may be modified by a writing signed by both parties.
- F. Coordination With the State Environmental Agency: The Region has informed the New York State Department of Environmental Conservation (NYSDEC) of this Agreement and shall provide a copy to the NYSDEC. Nothing herein restricts the NYSDEC from acting as it deems appropriate.
- G. Effective Date: This Agreement is effective on the date that it is signed by both parties, or the last party if not signed on the same date.

WE, THE UNDERSIGNED, HEREBY AGREE TO BE BOUND BY THIS AGREEMENT:

For **[Fleet Maintenance Facility]**:

Name of Responsible Official

Title

Address

City, State, Zip Code

Date:

For EPA - Region 2:

Alan J. Steinberg, Regional Administrator
USEPA - Region 2
290 Broadway
New York, New York 10007
Date:

Appendix A

SCOPE OF AUDIT PROGRAM

The following list provides the activities, areas, and/or shops that the review of the location(s) must cover. This list not meant to be all-inclusive. [Please select and include areas that exist at your location.]

Documents to Review (for the three years prior to the Program Period)

- Verify EPA identification numbers and permits
- Hazardous waste manifests
- Training records
- Land disposal restriction notifications
- Exception reports
- Contingency plans and annual reports (for contingency plans, only the current plan will be reviewed)
- Required certifications

Fleet Maintenance

- Automotive, truck, and other vehicle servicing areas
- Gasoline/Fueling stations
- Garages
- Air conditioning/refrigeration service
- Vehicle painting
- Aboveground and current operating underground storage tanks and their containment areas/systems, and documentation concerning closures of regulated tanks previously removed from service.
- Dry wells, septic systems, cesspools, floor drains, sink drains, and disposal wells.
- Asbestos – Renovation and demolition
- Construction Activities
- NPDES Recordkeeping
- Air Emissions Recordkeeping
- RCRA Recordkeeping
- UST Recordkeeping
- Pesticides
- Catalytic Converters
- Used Tires
- Used Oil Filters
- Absorbents
- Brake Repair
- Metal Machining

- Stormwater Management
- Wastewater Management
- Facilities treating, storing or disposing of hazardous wastes.
- Hazardous waste satellite accumulation areas.
- Hazardous waste storage areas.
- Tanks that have been permanently or temporarily closed.
- Transformers and oil-containing electrical equipment (PCB and non-PCB).
- Universal waste storage areas.
- Computers/monitors, circuit boards, and other lead-bearing electronics
- Fluorescent light bulbs and other types of lamps, including high-intensity discharge, neon, mercury vapor, high pressure sodium, and metal halide lamps
- Mercury and Mercury-containing devices and products
- Batteries
- Solvents