

STATE OF MINNESOTA
MINNESOTA POLLUTION CONTROL AGENCY

IN THE MATTER OF: **The Board of Trustees of the** **STIPULATION AGREEMENT**
 Minnesota State Colleges
 and Universities

Part 1. PARTIES. This Stipulation Agreement ("Agreement") applies to and is binding upon the following parties:

- a. The State of Minnesota acting through its Board of Trustees of the Minnesota State Colleges and Universities ("MnSCU"); and
- b. The Minnesota Pollution Control Agency ("MPCA"), which is authorized to enter into this Agreement under Minn. Stat. chs. 115 and 116.

Unless specified otherwise in this Agreement, where this Agreement identifies actions to be taken by the MPCA, the Commissioner or the Commissioner's designees shall act on the MPCA's behalf.

Part 2. PURPOSE AND SCOPE OF STIPULATION AGREEMENT. The purpose of this Agreement is to resolve the alleged violations set out in Part 4 of this Agreement by specifying actions MnSCU agrees to undertake. By entering into this Agreement, MnSCU is settling a disputed matter between itself and the MPCA and does not admit that the alleged violations set out in Part 4 of this Agreement occurred. However, MnSCU agrees that the MPCA may rely upon the alleged violations set out in Part 4 as provided in Part 9 of this Agreement. Except for the purposes of implementing and enforcing this Agreement, nothing in this Agreement constitutes an admission by any Party, or creates rights, substantive or procedural, that can be asserted or enforced with respect to any claim of or legal action brought by a person who is not a party to this Agreement. All citations are to the latest codification of the cited material unless otherwise indicated.

Part 3. BACKGROUND. The following is the background of this Agreement:

a. MnSCU comprises 15 members appointed by the governor and is responsible for the operation and governance of the Minnesota State Colleges and Universities ("MnSCU") Systems and all related property.

b. MnSCU is composed of 32 colleges and universities, including St. Cloud Technical and Community College in St. Cloud, Minnesota (hereinafter the "St. Cloud Facility") and Central Lakes College in Brainerd, Minnesota (hereinafter the "Brainerd Facility").

c. On August 20, 2010, the MPCA staff conducted a hazardous waste inspection at the St. Cloud Facility. At this location, MnSCU is a small quantity generator ("SQG") of hazardous waste and the waste identification number is MND980990774.

d. On December 9, 2010, the MPCA staff conducted a hazardous waste inspection at the Brainerd Facility. At this location, MnSCU is an SQG of hazardous waste and the waste identification number is MND985752815.

e. On November 24, 2010, the MPCA issued a Notice of Violation ("NOV") to MnSCU alleging violations at the St. Cloud Facility.

f. On January 26, 2011, the MPCA issued an NOV to MnSCU alleging violations at the Brainerd Facility.

g. MnSCU has been issued several enforcement actions from the MPCA over the past 10 years, including a 2007 NOV followed by a 2009 Stipulation Agreement that cited many violations that are considered repeat or similar to the violations included in this current Stipulation Agreement.

Part 4. ALLEGED VIOLATIONS. The MPCA alleges that MnSCU has violated the following requirements of statute, rule, and/or permit condition:

a. **Minn. R. 7001.0520, PERMIT REQUIREMENTS.**

Subpart 1. Permit required. Except as provided in subpart 2, no person may do any of the following without obtaining a hazardous waste facility permit from the agency:

A. Treat, store or dispose of hazardous waste

On August 20, 2010, the MPCA staff observed and documented that MnSCU was accepting and storing unevaluated hazardous waste pharmaceuticals at its St. Cloud Facility. MnSCU received

the hazardous waste pharmaceuticals from hazardous waste generators in the St. Cloud, Minnesota area.

b. Minn. R. 7045.0665, HAZARDOUS WASTES USED IN A MANNER CONSTITUTING DISPOSAL.

Subpart 1. Scope. This part applies to hazardous wastes that are used in a manner constituting disposal.

A. For the purposes of this part, use constituting disposal means the application or placement of recyclable wastes in or on the land without mixing with other substances or after mixing or combining with any other substances.

On August 20, 2010, the MPCA staff observed and documented that MnSCU failed to properly manage unevaluated pharmaceutical hazardous waste from the dental lab at its St. Cloud Facility. Dental students at the St. Cloud Facility practice giving injections by injecting raw chicken legs and hotdogs with expired pharmaceuticals. The waste chicken legs and hotdogs are then disposed of in the solid waste.

c. Minn. R. 7045.0214, EVALUATION OF WASTES.

Subpart 1. General requirement. Any person who produces a waste within the state of Minnesota or any person who produces a waste outside the state of Minnesota that is managed within the state of Minnesota, must evaluate the waste to determine if it is hazardous within 60 days of initially generating the waste. The generation start date must be recorded and available for inspection. Waste that is not evaluated within 60 days of the generation start date must be managed as a hazardous waste and the person who produces the waste must be considered a generator until the waste is determined to be nonhazardous under parts 7045.0214 to 7045.0218....

On August 20, 2010, the MPCA staff observed and documented that MnSCU failed to evaluate some of its waste streams within 60 days of generation. MnSCU failed to evaluate some of the pharmaceutical waste streams generated in the dental clinic and paramedicine lab at the St. Cloud Facility.

MnSCU failed to evaluate its sterile indicator pouches and sterile indicator tape in the dental clinic and surgical technician lab at the St. Cloud Facility. These wastes were managed as solid waste.

MnSCU failed to evaluate six boxes of miscellaneous waste from classroom cleanouts and two lead vests accumulated in the permanent hazardous waste storage area at the St. Cloud Facility. These wastes have been awaiting evaluation for proper disposal for at least 90 days.

MnSCU failed to evaluate waste chemicals and stains used in the chemistry and microbiology labs at the St. Cloud Facility. These wastes were discharged to the St. Cloud Wastewater Treatment Facility.

On December 9, 2010, the MPCA staff observed and documented that MnSCU failed to evaluate waste rags that were used with brake cleaner in the Marine and Small Engine Repair Department at its Brainerd Facility. The rags were used with the brake cleaner and then laundered.

d. Minn. R. 7045.0208, HAZARDOUS WASTE MANAGEMENT.

Subpart 1. Management by generator. A generator must manage hazardous waste by using one of the methods described in items A to G, unless otherwise specifically exempted under this chapter.

A. A generator may treat or dispose of hazardous waste at an on-site facility as provided under part 7045.0211.

B. A generator may ensure delivery of hazardous waste to an off-site storage, treatment, or disposal facility. If located in the United States, the facility used must be permitted to accept hazardous waste under the agency's permitting procedures, have interim status under parts 7045.0552 to 7045.0642, or be authorized to manage hazardous waste by the Environmental Protection Agency or by a state with a hazardous waste management program authorized by the Environmental Protection Agency.

C. A generator may ensure delivery of hazardous waste to a facility that under part 7045.0125 beneficially uses or reuses, legitimately recycles, or legitimately reclaims the waste, or treats the waste before beneficial use or reuse, legitimate recycling, or legitimate reclamation.

D. A generator may export hazardous waste to a foreign country under the limitation in part 7045.0302.

E. A generator may discharge hazardous waste to a publically owned treatment works according to the notification requirements, prohibitions, limitations, and other management requirements imposed by the publically owned treatment works operating authority,

by federal statutes and regulations, or by state statutes and rules, providing:

- (1) The wastes being discharged are compatible with all piping and appurtenances which would receive the waste and conduct it to the publicly owned treatment works treatment plant; and
- (2) No piping and appurtenances owned or utilized by the generator, and leading to the public sewers, will release the discharged waste to the environment.

F. A generator may ensure delivery of hazardous waste to a very small quantity generator collection program operated under part 7045.0320.

G. A generator of universal waste may ensure delivery of universal waste to a universal waste handler or destination facility under part 7045.1400.

On August 20, 2010, the MPCA staff observed and documented MnSCU failed to properly manage unevaluated waste at its St. Cloud Facility. Unevaluated sterile indicator pouches and sterile indicator tape were disposed of in the solid waste at the Facility. Unevaluated waste chemicals and stains used in the chemistry department and microbiology department were discharged to the publicly owned treatment works (POTW) without previous notification or approval.

e. Minn. R. 7045.0292, ACCUMULATION OF HAZARDOUS WASTE.

Subp. 5. Small quantity Generator. A small quantity generator may accumulate up to 3,000 kilograms of hazardous waste that is not acute hazardous waste on site without a permit or without having interim status if:

H. the generator complies with the following requirements:...

- (3) the generator must ensure and document that all employees are thoroughly familiar with proper waste handling and emergency procedures relevant to their responsibilities during normal facility operations and emergencies within six months after the date of their employment or assignment to a new position...

On September 3, 2010, the MPCA staff observed and documented that MnSCU failed to ensure all that employees at the St. Cloud Facility are thoroughly familiar with proper waste handling and emergency procedures relevant to their responsibilities. Employees were trained in 2009, but the material that was taught was inadequate for their responsibilities. The training did not include a correct definition of hazardous waste, did not discuss evaluation of hazardous waste or hazardous waste management, and did not describe emergency response procedures accurately.

On December 9, 2010, the MPCA staff observed and documented that MnSCU failed to ensure and document that all employees are thoroughly familiar with proper waste handling and emergency procedures relevant to their job responsibilities at its Brainerd Facility. One employee, Rick Otteson, has attended and did have documentation of attending training put on by the MPCA in April of 1994 and April of 1990. There were five employees who have signed manifests that did not have training. There were several staff and/or faculty who handle hazardous waste in the Science Department, Automotive Repair Department, Marine and Small Engine Repair Department, and the Art Department that have not had training. The employee who is conducting the inspections of the Hazardous Waste Storage Area has not been trained.

f. **Minn. R. 7045.0292, ACCUMULATION OF HAZARDOUS WASTE.**

Subp. 5. Small quantity generator. A small quantity generator may accumulate up to 3,000 kilograms of hazardous waste that is not acute hazardous waste on site without a permit or without having interim status if:

C. tanks and containers are clearly labeled with the waste accumulation start date, which must be visible for inspection;...

F. all waste containers and tanks are labeled with the words "Hazardous Waste" and a description that clearly identifies their contents to employees and emergency personnel...

On August 20, 2010, the MPCA staff observed and documented that MnSCU failed to place a hazardous waste label on at least three boxes that weighed approximately five pounds each in the hazardous waste storage area at the St. Cloud Facility.

On December 9, 2010, the MPCA staff observed and documented that MnSCU failed to label approximately 20 one-gallon containers of paint waste, four 5-gallon containers of paint waste, and one 5-gallon container of thinner waste with an accumulation start date, the words "Hazardous Waste," and a description of the waste. These containers were stored in the Hazardous Waste Storage Area at its Brainerd Facility.

g. Minn. R. 7045.0292, subp. 8, item B, subitem 1 [ACCUMULATION OF HAZARDOUS WASTE; Satellite accumulation] which references Minn. R. 7045.0626, USE AND MANAGEMENT OF CONTAINERS.

Subp. 4. Management of containers. A container holding hazardous waste must always be closed during storage, except when it is necessary to add or remove waste or when a generator is treating hazardous waste in that container in accordance with part 7045.0450, subpart 3, item K, or 7045.0552, subpart 3, item K.

On August 20, 2010, the MPCA staff observed and documented MnSCU failed to properly store closed a 55-gallon drum of waste paint in the auto body shop, an approximately two-quart box of waste silver films, and an approximately two-quart box of waste silver foils in the dental lab; and a 500-milliliter bottle of waste chemicals in the chemistry lab at its St. Cloud Facility.

On December 9, 2010, the MPCA staff observed and documented that MnSCU failed to store one 8-gallon container of waste gasoline in the Marine and Small Engine Repair Department at its Brainerd Facility closed.

On December 13, 2010, MnSCU submitted a photograph to the MPCA showing that a 16-gallon container of ignitable paint waste in the Art Department at its Brainerd Facility was not stored closed. The container has a top but does not have the ring to secure the top.

h. Minn. R. 7045.0292, ACCUMULATION OF HAZARDOUS WASTE.

Subp. 8. Satellite accumulation. Items A to D apply to all generators of hazardous waste.

B. The generator must:

- (2) clearly label each container with the words "Hazardous Waste" and a description that clearly identifies its contents to employees and emergency personnel...

On August 20, 2010, the MPCA staff observed and documented that MnSCU failed to properly label satellite accumulation containers at its St. Cloud Facility. A 55-gallon drum of waste paint in the auto body paint shop, a one-quart container in the microbiology lab, and a five-gallon container in the dental lab were not labeled with the words "Hazardous Waste" and a description of the waste.

On December 13, 2010, MnSCU submitted a photograph to the MPCA showing that a 16-gallon container of ignitable paint waste in the Art Department at its Brainerd Facility was not labeled with the words "Hazardous Waste" and a description of the waste.

i. **Minn. R. 7045.0292, ACCUMULATION OF HAZARDOUS WASTE.**

Subp. 5. Small quantity Generator. A small quantity generator may accumulate up to 3,000 kilograms of hazardous waste that is not acute hazardous waste on site without a permit or without having interim status if:

H. the generator complies with the following requirements:

- (1) the generator must ensure that there is available at all times at least one employee, identified as the emergency coordinator, responsible for coordinating all emergency response measures provided in subitem (4); the emergency coordinator must be either on the generator's premises or available to respond to an emergency by reaching the premises within a short period of time;
- (2) the generator must post the following information next to the telephone on the premises: the name and telephone number of the emergency coordinator, the location of fire extinguishers and spill control material, the fire alarm, if present, and the telephone number of the fire department, unless there is a direct alarm;
- (4) the emergency coordinator or a designee must respond to any emergencies that arise. Appropriate responses include: in the event of a fire, call the fire department or try to extinguish the fire by using a fire extinguisher; in the event of a spill, contain the flow of hazardous waste to the extent possible and as soon as practicable, clean up the hazardous waste and any contaminated materials or soils; in the event of a fire, explosion, or other release that could threaten human health outside the premises or when the generator has knowledge that a spill has reached surface water, the generator must immediately comply with part 7045.0275, subparts 2 and 3, and notify the National Response Center using its 24-hour toll free number 800-424-8802 and provide the name, address, identification number of the generator, date, time, type of incident, and the estimated quantity and disposition of any recovered materials.

On September 3, 2010, the MPCA staff observed and documented that MnSCU failed to identify at least one employee as an emergency coordinator at the St. Cloud Facility. MnSCU did not post a phone number to reach the emergency coordinator near the telephone at the Facility.

MnSCU failed to post this information along with the location of fire extinguishers and spill control material, the fire alarm, and the telephone number of the fire department.

On December 9, 2010, the MPCA staff observed and documented that MnSCU failed to identify at least one employee as an emergency coordinator at its Brainerd Facility. MnSCU did not post a telephone number to reach the emergency coordinator near the telephone at the Facility. MnSCU failed to post this information along with the location of fire extinguishers and spill control material, the fire alarm, and the telephone number of the fire department.

j. Minn. R. 7045.0265, USE OF MANIFEST.

Subpart 1. General requirements. The generator must:

D. send one copy of the manifest with the signatures of the generator and transporter and the date of waste acceptance to the commissioner within five working days of the initial transporter's acceptance of the hazardous waste shipment. Copies to be sent to the commissioner must be sent to the Minnesota Pollution Control Agency, 520 Lafayette Road, Saint Paul, Minnesota 55155-4194, Attention: HWIMS. A very small quantity generator who ships waste from a site in Anoka, Carver, Dakota, Hennepin, Ramsey, Scott, or Washington County must, in lieu of sending a copy of the manifest to the commissioner, send a copy of the manifest, with the signatures of the generator and the transporter and the date of waste acceptance, to the address provided in the conditions for the generator's hazardous waste license issued by the county. The copy of the manifest must be sent within five working days of the initial transporter's acceptance of the hazardous waste shipment...

On December 9, 2010, the MPCA staff observed and documented that MnSCU failed to send one copy of any of its manifests with the signatures of the generator and the transporter and the date of waste acceptance to the commissioner within five working days of the initial transporter's acceptance of the hazardous waste shipment for its Brainerd Facility.

k. Minn. R. 7045.0292, subp. 5, item B [ACCUMULATION OF HAZARDOUS WASTE] which references Minn. R. 7045.0626, USE AND MANAGEMENT OF CONTAINERS.

Subp. 5. Inspections. The owner or operator shall inspect hazardous waste containers and areas where containers are stored, at least weekly, looking for leaks and for deterioration caused by corrosion or other factors and shall keep a written record of the dates and findings of these inspections.

Minn. Stat. § 115.075, INFORMATION AND MONITORING.

A person may not:

- (1) make a false material statement, representation, or certification in; omit material information from; or alter, conceal, or fail to file or maintain a notice, application, record, report, plan, manifest, or other document required under section 103F.701 or this chapter or chapter 114C, 115A, or 116...

On December 9, 2010, the MPCA staff observed and documented that MnSCU failed to inspect hazardous waste containers and areas where containers are stored, at least weekly at its Brainerd Facility. Inspections were done almost daily or weekly until December 31, 2009, and then were done on a monthly basis for the year of 2010. MnSCU certified on its inspection log that the findings of the inspections were always "ok." However, MnSCU omitted that the storage area had several containers of paint and thinner waste that were not labeled with a description of the waste or the words "Hazardous Waste"; that several of the containers of paint waste were stacked up at least four high; and that universal waste lamps were not stored or labeled correctly.

l. Minn. R. 7045.0566, PREPAREDNESS AND PREVENTION.

Subp. 3. Required equipment. All facilities must be equipped with the following, unless it can be demonstrated to the commissioner that none of the hazards posed by waste handled at the facility could require the particular equipment specified below in items A to D:

- C. portable fire extinguishers, spill control equipment, decontamination equipment, and fire control equipment, including special extinguishing devices such as those using foam, inert gas, or dry chemicals...

On December 9, 2010, the MPCA staff observed and documented that MnSCU failed to have a portable fire extinguisher, spill control equipment, decontamination equipment, and fire control equipment in the Hazardous Waste Storage Area at its Brainerd Facility.

m. Minn. R. 7045.0248, subpart 1, item A [LICENSE RENEWAL APPLICATION; Applicability] which references Minn. R. 7045.0230, CONTENT OF INITIAL LICENSE APPLICATION.

Subpart 1. Information required. Except as provided in subpart 1a, an application must be on a form provided by the commissioner and must include the following information:

- B. a list of all hazardous wastes generated, their corresponding hazardous waste numbers from parts 7045.0131 and 7045.0135, and the physical state, and the source or process from which the wastes are generated

On August 20, 2010, the MPCA staff observed and documented that MnSCU failed to properly report all hazardous waste streams on its hazardous waste license application for the St. Cloud Facility. The hazardous wastes generated at the St. Cloud Facility but not reported by MnSCU include chemicals that are neutralized prior to discharge to the POTW and wastes from the chemistry and microbiology departments.

n. Minn. R. 7045.0855, STANDARDS FOR USED OIL GENERATORS.

Subp. 2. Storage.

- C. Used oil generators shall not store used oil in units other than containers or tanks and must ensure that the following requirements for containers and tanks are met. Containers and tanks used to store used oil at generator sites must be in good condition and not leaking. Containers must be closed, except for containers that receive used oil directly from used oil filter crushing equipment or oil and water separation equipment. Containers must be placed on a surface that is reasonably impervious to used oil. Containers, aboveground tanks, and fill pipes of underground tanks used to store used oil at generator sites must be marked with the words "Used Oil."

On August 20, 2010, the MPCA staff observed and documented that MnSCU failed to properly store used oil generated at the St. Cloud Facility. There was a five-gallon container in the automotives lab that was not closed or labeled with the words "Used Oil."

On December 9, 2010, the MPCA staff observed and documented that MnSCU failed to label both the used oil drain basin in the Automotive Department at its Brainerd Facility and the used oil storage tank which is outdoors, just outside of the Automotive Department at its Brainerd Facility, with the words "Used Oil."

o. Minn. R. 7045.0990, USED OIL FILTERS.

Subp. 3. Requirements for generators.

- A. Used oil filter generators must store used oil filters in closed, leak proof containers labeled with the words "Used Oil Filters."

On August 20, 2010, the MPCA staff observed and documented that MnSCU failed to properly store used oil filters at its St. Cloud Facility. There was one container in the automotives lab and one container in the medium/heavy trucks lab that were not labeled with the words "Used Oil Filters" and were not properly closed.

On December 9, 2010, the MPCA staff observed and documented that MnSCU failed to store one 55-gallon container of used oil filters closed at its Brainerd Facility. This container was stored outdoors, just outside of the Automotive Department.

p. **Minn. R. 7045.1400, subpart 1 [ADOPTION OF FEDERAL STANDARDS FOR UNIVERSAL WASTE MANAGEMENT; Adoption] which references 40 CFR pt. 273.**

Sec. 273.13. *Waste Management.* (d)(1) A small quantity handler of universal waste must contain any lamp in containers or packages that are structurally sound, adequate to prevent breakage, and compatible with the components of the lamps. Such containers and packages must remain closed and must lack evidence of leakage, spillage or damage that could cause leakage under reasonably foreseeable conditions.

Sec. 273.14. *Labeling/marking.* (e) Each lamp or a container or package in which such lamps are contained must be labeled or marked clearly with one of the following phrases: "Universal Waste--Lamp(s)," or "Waste Lamp(s)," or "Used Lamp(s)".

On August 20, 2010, the MPCA staff observed and documented that MnSCU failed to properly manage waste fluorescent lamps at its St. Cloud Facility. The waste lamps were stored in a box in the maintenance shop area and in a box in the permanent hazardous waste storage area. Both boxes were open and unlabeled.

On December 9, 2010, the MPCA staff observed and documented that MnSCU had 16 boxes of 4-foot-long spent fluorescent lamps and 4 boxes of 2-foot-long spent fluorescent lamps labeled as "bad" but not labeled with the words "Universal Waste--Lamp(s)," or "Waste Lamp(s)," or "Used Lamp(s)." MnSCU failed to label one box of compact spent fluorescent lamps, approximately 25 spent fluorescent lamps of various sizes, and eight boxes of spent metal halide lamps with the words "Universal Waste--Lamp(s)," or "Waste Lamp(s)," or "Used Lamp(s)." All of these lamps were located in the Hazardous Waste Storage Area at its Brainerd Facility.

On December 9, 2010, the MPCA staff observed and documented that MnSCU failed to store one box of compact spent fluorescent lamps and eight boxes of spent metal halide lamps in containers that were closed. MnSCU also failed to store approximately 25 spent fluorescent lamps of various sizes in a container. All of these lamps were located in the Hazardous Waste Storage Area at its Brainerd Facility.

Part 5. CIVIL PENALTY.

MnSCU agrees to pay \$25,700 to the MPCA as a civil penalty for the violations alleged in Part 4 within 30 days after the effective date of this Agreement. Payment of the penalty amount of \$25,700 is to be by check or money order payable to the Minnesota Pollution Control Agency.

The check must be mailed to: Enforcement Penalty Coordinator, Minnesota Pollution Control Agency, 520 Lafayette Road North, St. Paul, Minnesota 55155-4194; or to make an Electronic Payment, contact Carl Agerbeck, MPCA Fiscal Services, at 651-757-2182.

If MnSCU fails to make the required payment within 45 days after the Effective Date of this Agreement, MnSCU agrees to pay a late payment charge in an amount equal to ten (10) percent of the unpaid civil penalty. Sixty days after the Effective Date of this Agreement, MnSCU agrees to pay an additional late charge in an amount equal to twenty (20) percent of the unpaid civil penalty. If the payment, including late charges, is not received by the MPCA within 60 days after the Effective Date of this Agreement, the MPCA may immediately exercise any and all administrative and judicial remedies available to it to collect the amount due.

Part 6. MnSCU REQUIREMENTS. MnSCU agrees to the following requirements:

a. Within 30 days after the Effective Date of this Agreement, MnSCU shall submit a plan (Waste Evaluation Plan) on how it will identify any unevaluated wastes at all of its college and university locations and a timeline for completing evaluations for any wastes identified as not being evaluated. Upon approval by the MPCA and MnSCU of the Waste Evaluation Plan, the plan shall become an enforceable part of this Agreement and MnSCU shall implement each requirement and term in the Waste Evaluation Plan.

b. Within 30 days after the Effective Date of this Agreement, MnSCU shall submit a plan (Training and Generator Size Survey Plan) describing in detail how it will survey all of its college and university locations, to ensure that all personnel that should be trained for hazardous waste are trained, and that all of its locations are meeting the correct generator size requirements. This plan shall include a timeline for completion. The timeline shall include a timeline for completion of training for any personnel that have been identified as not having training or not have not been adequately trained. The plan shall also include a timeline for

ensuring that any locations that have been identified as not meeting the correct generator size requirements come into compliance with the correct generator size-specific requirements. If this submittal is disapproved in whole or in part, the MPCA shall notify MnSCU of the necessary amendments. Within fifteen (15) days of receipt of this notice, MnSCU shall submit revisions that address the deficiencies identified by the MPCA. Upon approval by the MPCA and MnSCU of the Training and Generator Size Survey Plan, the plan shall become an enforceable part of this Agreement and MnSCU shall implement each requirement and term in the Training and Generator Size Survey Plan.

c. Within 30 days after the Effective Date of this Agreement, MnSCU shall submit a plan (Hazardous Waste Survey Plan) on how it will survey its college and university locations to ensure that none of the locations are accepting any hazardous waste from outside parties, including other MnSCU locations. The plan shall include a timeline for completion. Upon approval by the MPCA and MnSCU of the Hazardous Waste Survey Plan, the plan shall become an enforceable part of this Agreement and MnSCU shall implement each requirement and term in the Hazardous Waste Survey Plan.

St. Cloud Technical and Community College Corrective Actions:

d. Immediately after the Effective Date of this Agreement, MnSCU shall cease accepting hazardous waste from other hazardous waste generators. Within 30 days after the Effective Date of this Agreement, MnSCU shall submit an updated donation policy stating that it will no longer accept hazardous waste.

...THIS REQUIREMENT HAS BEEN COMPLETED.

e. Immediately after the Effective Date of this Agreement, MnSCU shall cease improper disposal and begin proper management of hazardous wastes listed in violation (c). Within 30 days after the Effective Date of this Agreement, MnSCU shall submit a detailed written description to the MPCA of how MnSCU is managing the waste.

...THIS REQUIREMENT HAS BEEN COMPLETED.

f. Within 30 days after the Effective Date of this Agreement, MnSCU shall properly dispose of its hazardous waste pharmaceuticals that are being stored in the dental lab at the

St. Cloud Facility. Within 60 days after the Effective Date of this Agreement, MnSCU shall submit manifests to the MPCA documenting proper disposal.

...THIS REQUIREMENT HAS BEEN COMPLETED.

g. Within 60 days after the Effective Date of this Agreement, MnSCU shall submit evaluations for wastes listed in violation (c).

...THIS REQUIREMENT HAS BEEN COMPLETED.

h. Within 30 days after the Effective Date of this Agreement, MnSCU shall properly label all satellite accumulation containers with the words "Hazardous Waste" and a description of the waste and shall ensure that the satellite containers in the dental lab and the auto body lab are stored closed. Within 30 days after the Effective Date of this Agreement, MnSCU shall submit photographs to the MPCA showing that the containers are properly labeled and closed.

...THIS REQUIREMENT HAS BEEN COMPLETED.

i. Within 30 days after the Effective Date of this Agreement, MnSCU shall properly label all containers in the hazardous waste storage area with the words "Hazardous Waste," a description of the waste, and the accumulation start date. Within 30 days after the Effective Date of this Agreement, MnSCU shall submit photographs to the MPCA showing that the containers are properly labeled and closed.

...THIS REQUIREMENT HAS BEEN COMPLETED.

j. Within 30 days after the Effective Date of this Agreement, MnSCU shall submit an updated emergency plan. The plan must identify at least one employee, by name, as the emergency coordinator who is on the premises or available to respond to an emergency by reaching the premises within a short period of time, and a phone number for the emergency coordinator to be posted next to the telephone on the premises. Within 30 days after the Effective Date of this Agreement, MnSCU shall submit photographs of telephone posting with information on the location of fire extinguishers and spill control material, the fire alarm, and the telephone number of the fire department.

...THIS REQUIREMENT HAS BEEN COMPLETED.

k. Within 30 days after the Effective Date of this Agreement, MnSCU shall include in the plan indicated in corrective action j above, an updated training program for employees. The

training program must include detailed information about proper evaluation of waste, management of hazardous waste, containers, spill response, and emergency response. The training program must also include detailed information about the donation policy of the St. Cloud Facility, including non-acceptance of hazardous waste.

...THIS REQUIREMENT HAS BEEN COMPLETED.

l. Within 30 days after the Effective Date of this Agreement, MnSCU shall properly store used oil containers, closed and labeled with the words "Used Oil," including the five-gallon container in the automotives lab. Within 30 days after the Effective Date of this Agreement, MnSCU shall submit photographs to the MPCA showing that the containers are properly labeled and closed.

...THIS REQUIREMENT HAS BEEN COMPLETED.

m. Within 30 days after the Effective Date of this Agreement, MnSCU shall properly store used oil filters in closed containers labeled with the words "Used Oil Filters." Within 30 days after the Effective Date of this Agreement, MnSCU shall submit photographs to the MPCA showing that the containers are properly labeled and closed.

...THIS REQUIREMENT HAS BEEN COMPLETED.

n. Within 30 days after the Effective Date of this Agreement, MnSCU shall properly store waste fluorescent lamps in closed containers labeled with the words "Universal Waste—Lamp(s)," or "Waste Lamp(s)," or "Used Lamp(s)." Within 30 days after the Effective Date of this Agreement, MnSCU shall submit photographs of the properly stored waste lamps.

...THIS REQUIREMENT HAS BEEN COMPLETED.

o. Within 60 days after the Effective Date of this Agreement, MnSCU shall submit an updated license application that properly identifies all waste streams and management methods at the St. Cloud Facility.

...THIS REQUIREMENT HAS BEEN COMPLETED.

Central Lakes College Corrective Actions:

p. Within 30 days after the Effective Date of this Agreement, MnSCU shall submit a written plan to the MPCA describing in detail how it will ensure that all wastes are evaluated to

determine if the waste is hazardous. The plan must also describe how MnSCU will keep the documentation supporting these waste evaluations.

...THIS REQUIREMENT HAS BEEN COMPLETED.

q. Within 30 days after the Effective Date of this Agreement, MnSCU shall properly label all containers in the hazardous waste storage area with the words "Hazardous Waste," a description of the waste, and the accumulation start date. Within 30 days after the Effective Date of this Agreement, MnSCU shall submit photographs to the MPCA showing that the containers are properly labeled and closed.

...THIS REQUIREMENT HAS BEEN COMPLETED.

r. Within 30 days after the Effective Date of this Agreement, MnSCU shall properly label all satellite accumulation containers at the Brainerd Facility with the words "Hazardous Waste" and a description of the waste and shall ensure that all satellite containers are stored closed. Within 30 days after the Effective Date of this Agreement, MnSCU shall submit photographs to the MPCA showing that the containers listed in violation number four (h) are properly labeled and closed.

...THIS REQUIREMENT HAS BEEN COMPLETED.

s. Within 30 days after the Effective Date of this Agreement, MnSCU shall submit an emergency plan for the Facility to the MPCA. The plan must identify at least one employee, by name, as the emergency coordinator who is on the premises or available to respond to an emergency by reaching the premises within a short period of time, and a telephone number for the emergency coordinator to be posted next to the telephone on the premises. Also within 30 days after the Effective Date of this Agreement, MnSCU shall submit a copy of the telephone posting at the Facility that includes information on the location of fire extinguishers and spill control material, the fire alarm, and the telephone number of the fire department, and one or more photographs that clearly shows the posting in place at the Facility.

...THIS REQUIREMENT HAS BEEN COMPLETED.

t. Within 30 days after the Effective Date of this Agreement, MnSCU shall ensure that all employees handling hazardous waste are trained according to their duties and submit documentation to the MPCA that this has been completed. The training program must meet

the requirements set out in Part 8 (q) of the May 29, 2009, Stipulation Agreement between MnSCU and the MPCA.

...THIS REQUIREMENT HAS BEEN COMPLETED.

u. Within 30 days after the Effective Date of this Agreement, MnSCU shall submit a written plan to the MPCA describing in detail how it will ensure that all two-signature copies of each manifest created by the Brainerd Facility are submitted to the MPCA as required.

...THIS REQUIREMENT HAS BEEN COMPLETED.

v. Within 30 days after the Effective Date of this Agreement, MnSCU shall begin regular inspections of all hazardous waste containers and areas where containers are stored on at least a weekly basis. MnSCU shall ensure that these inspections document all observed instances of noncompliance and all corrective actions taken. Within 30 days after the Effective Date of this Agreement, MnSCU shall submit a copy of at least three weeks worth of weekly inspection records to the MPCA. MnSCU shall submit a written statement to the MPCA that it will ensure that the weekly inspections accurately reflect the true condition of all containers and storage areas. MnSCU shall also submit photographs showing that all waste stored in the Hazardous Waste Storage Area is stored in closed containers and labeled properly.

...THIS REQUIREMENT HAS BEEN COMPLETED.

w. Within 30 days after the Effective Date of this Agreement, MnSCU shall submit documentation to the MPCA that fire extinguishers, spill control equipment, and decontamination equipment is available in the Hazardous Waste Storage Area.

...THIS REQUIREMENT HAS BEEN COMPLETED.

x. Within 30 days after the Effective Date of this Agreement, MnSCU shall submit photographs to the MPCA showing that all containers, drain basins, and storage tanks that hold used oil are labeled with the words "Used Oil" and that they are stored closed.

...THIS REQUIREMENT HAS BEEN COMPLETED.

y. Within 30 days after the Effective Date of this Agreement, MnSCU shall submit photographs to the MPCA showing that all containers that hold used oil filters are stored closed.

...THIS REQUIREMENT HAS BEEN COMPLETED.

z. Within 30 days after the Effective Date of this Agreement, MnSCU shall submit photographs to the MPCA showing that all universal waste lamps are stored in closed containers and labeled properly.

...THIS REQUIREMENT HAS BEEN COMPLETED.

Part 7. PENALTIES FOR VIOLATIONS OF THIS AGREEMENT.

a. If MnSCU fails to comply with requirements of Part 6 of this Agreement, MnSCU shall pay to the MPCA a penalty in the amount of \$500.00 per requirement for each day of failure.

b. Penalties for failure to comply with requirements of Part 6 of this Agreement shall accrue from the date MnSCU was to have fulfilled the requirement until MnSCU fulfills the requirement. Penalties shall not accrue while the MPCA considers a timely extension request under Part 12 or during dispute resolution under Part 10, unless the MPCA determines that MnSCU filed the request or initiated dispute resolution solely for purposes of delay. If MnSCU does not pursue dispute resolution under Part 12 for denial of a timely extension request, penalties shall accrue from the date the extension request is denied by the MPCA Case Contact. If MnSCU pursues dispute resolution for denial of an extension request and does not file a timely challenge in a court of competent jurisdiction as provided by Part 10, penalties shall accrue from the date of a Commissioner's dispute resolution decision against MnSCU until MnSCU fulfills the requirement that is the subject of the extension request.

c. MnSCU shall pay a penalty under this Part within 30 days after receiving written notice from the MPCA that the penalty is due, unless MnSCU has challenged the factual basis of a penalty asserted under this Part under the dispute resolution provision of Part 10, in which case the penalty, if still applicable, shall be due within 30 days of final resolution of the dispute under Part 10. The written notice shall specify the provision of the Agreement that MnSCU has not fulfilled and indicate the date penalties began to accrue. If MnSCU fails to make timely payment, MnSCU agrees to pay a late payment charge, in addition to the stipulated penalty, to be assessed as follows. Forty-five days after receipt of written notice, MnSCU shall be obligated to pay a late charge in an amount equal to 10 percent of the unpaid stipulated penalty. Sixty

days after receipt of written notice, MnSCU shall be obligated to pay an additional late charge in an amount equal to 20 percent of the unpaid stipulated penalty.

d. In dispute resolution before the Commissioner under Part 10, MnSCU can contest the factual basis for the MPCA's determination that MnSCU has not fulfilled a requirement of this Agreement covered by this Part. However, MnSCU waives its right to challenge, on legal grounds, the requirement that it pay penalties under this Part.

e. MnSCU shall not be liable for payment of penalties for failure to comply with requirements of Part 6 of this Agreement covered by this Part if it has submitted to the MPCA a timely request for an extension of schedule under Part 12 and the MPCA has granted the request. The MPCA's grant of an extension of schedule waives the payment of penalties covered by this Part only on the requirements for which the MPCA granted an extension of schedule and only for the time period specified by the MPCA in the grant of an extension. An extension of schedule for one requirement of Part 6 does not extend the schedule for any other requirement of Part 6.

f. Any requirement of this Agreement may be enforced as provided in Minn. Stat. § 115.071. Payment of a stipulated penalty does not relieve MnSCU of its obligation to fulfill and complete requirements under the Agreement and to otherwise comply with the terms and conditions of the Agreement.

Part 8. COVENANT NOT TO SUE AND RESERVATION OF REMEDIES. With respect to MnSCU, the MPCA agrees not to exercise any administrative, legal or equitable remedies available to the MPCA to address the violations alleged and described in Part 4 and in the November 24, 2010, MPCA Notice of Violation issued to the St. Cloud Facility and the January 29, 2011, MPCA Notice of Violation issued to the Brainerd Facility, as long as MnSCU performs according to and has complied with the terms and conditions contained in this Agreement.

The MPCA reserves the right to enforce this Agreement or take any action authorized by law, if MnSCU fails to comply with the terms and conditions of this Agreement. Further, the MPCA reserves the right to seek to enjoin violations of this Agreement and to exercise its emergency powers pursuant to Minn. Stat. § 116.11 in the event conditions or MnSCU's

conduct warrant such action. Nothing in this Agreement shall prevent the MPCA from exercising these rights and nothing in this Agreement constitutes a waiver of these rights.

Part 9. REPEAT VIOLATIONS. Federal and state environmental programs establish harsher penalties for violations of environmental laws or rules that constitute repeat violations. In a proceeding to resolve alleged violations by MnSCU, if any, occurring after the date of the alleged violations set out in Part 4 of this Agreement, MnSCU may argue about the extent to which the violations alleged in Part 4 of this Agreement should affect the penalty amount for the later violations, but waives the right: (1) to contend that the violations alleged in Part 4 of this Agreement did not occur as alleged and (2) to require the MPCA to prove the violations alleged in Part 4 of this Agreement.

Part 10. RESOLUTION OF DISPUTES. The parties to this Agreement shall resolve disputes that arise as to any part of the Agreement as follows:

a. Either party, acting through its Case Contact (as named in Part 13 below), may initiate dispute resolution by providing to the Case Contact of the other party an initial written statement setting forth the matter in dispute, the position of the party, and the information the party is relying upon to support its position.

The other party, acting through its Case Contact, shall provide a written statement of its position and supporting information to the Case Contact of the initiating party within 14 calendar days after receipt of the initial written statement.

b. If the parties, acting through their Case Contacts, do not reach a resolution of the dispute and reduce such resolution to writing in a form agreed upon by the parties within 21 calendar days after the initiating party receives the statement of position from the responding party, the Commissioner shall issue a written decision resolving the dispute. The written decision may address stipulated penalties assessed pursuant to Part 7. The Commissioner's decision shall be considered a final decision of the MPCA for purposes of judicial review.

c. The Commissioner's decision shall become an integral and enforceable part of this Agreement unless MnSCU timely challenges the decision in a court of competent jurisdiction. Failure to timely challenge means MnSCU agrees to comply with the MPCA Commissioner's

decision on the matter in dispute and to pay any penalties that accrue pursuant to Part 7 for failure to fulfill requirements of this Agreement that are the subject of the dispute resolution. Further, if the Commissioner's decision assesses penalties pursuant to Part 7 of this Agreement, MnSCU agrees to and shall pay the amount of penalty determined by the Commissioner within 60 days after receiving the Commissioner's decision.

d. Throughout any dispute resolution, MnSCU shall comply with all portions of the Agreement that the MPCA determines are not in dispute.

Part 11. VENUE. Actions brought by the MPCA to enforce requirements and terms of this Agreement shall be venued in Ramsey County District Court.

Part 12. EXTENSION OF SCHEDULES. If MnSCU wants an extension of a deadline included in any schedule under this Agreement, including schedules established by approved submittals, MnSCU must request the extension in writing at least 10 days before the scheduled deadline, or as soon as possible before that date if the reason for the extension request arises less than 10 days before the deadline.

Each deadline extension request shall separately specify the reason why the extension is needed. No requested extension shall be effective until approved in writing by the MPCA, acting through the MPCA Case Contact or the Commissioner.

The MPCA shall grant an extension only for the period of time the MPCA determines is reasonable under the circumstances. The written approval or grant of an extension request shall be considered an enforceable part of the Agreement.

MnSCU has the burden of demonstrating to the satisfaction of the MPCA that the request for the extension is timely, and that good cause exists for granting the extension. Good cause can include, but is not limited to, the following:

- a. Circumstances beyond the reasonable control of MnSCU; and
- b. Delays caused by the MPCA in reviewing timely submittals required by this Agreement, submitted by MnSCU in complete and approvable form, which make it not feasible for MnSCU to meet the required schedules.

Good cause does not include unanticipated costs, increases in the cost of control equipment, or delays in MPCA review of submittals when the submittals are not in complete and approvable form.

MnSCU may challenge a decision by the MPCA to deny a request for an extension under Part 12.

Part 13. CASE CONTACT. The MPCA and MnSCU shall each designate a Case Contact for the purpose of overseeing the implementation of this Agreement. The MPCA Case Contact is Sheryl Bock. The address and telephone number of the MPCA's Case Contact is: 7678 College Road, Suite 105, Baxter, Minnesota 56425, 218-316-3882. MnSCU's Case Contact is Brian Yollitz. The address and telephone number of MnSCU's Case Contact is: Brian Yollitz, Associate Vice Chancellor – Facilities, Minnesota State Colleges and Universities, 30 - 7th Street East, Suite 350, St. Paul, Minnesota 55101, 651-201-1777. Either party may change its designated Case Contact by notifying the other party in writing, within five days of the change. To the extent possible, communications between MnSCU and the MPCA concerning the terms and conditions of this Agreement shall be directed through the Case Contacts.

Part 14. APPLICABLE LAWS AND PERMITS. This Agreement does not relieve MnSCU of the duty to comply with the requirements of all applicable federal, state and local laws and regulations, including without limitation in MnSCU's undertaking actions to comply with this Agreement. Except when the MPCA has specifically authorized a different compliance method in Part 6, MnSCU must also comply with all applicable permits, orders, stipulation agreements and schedules of compliance. Nothing in this Agreement exempts or relieves MnSCU of its obligation to comply with local governmental requirements.

Part 15. OTHER CLAIMS. Nothing herein shall release MnSCU from any claims, causes of action or demands in law or equity by any person, firm, partnership or corporation not a signatory to this Agreement for any liability it may have arising out of or relating to the release of any pollutant or contaminant from its operations or from a facility. Neither MnSCU nor the MPCA shall be held as a party to any contract entered into by the other party to implement the requirements of this Agreement.

Part 16. LIABILITIES. Each party agrees that it will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party and the results thereof. MPCA's and MnSCU's liability shall be governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §§ 3.732, et seq., and other applicable law.

Part 17. SUCCESSORS, AGENTS AND CONTRACTORS. This Agreement shall be binding upon MnSCU and its successors and assigns and upon the MPCA, its successors and assigns. If MnSCU sells or otherwise conveys or assigns any of its right, title or interest in the St. Cloud or Brainerd Facilities, the conveyance shall not release MnSCU from any obligation imposed by this Agreement, unless the party to whom the right, title or interest has been transferred or assigned agrees in writing to fulfill the obligations of this Agreement and the MPCA approves the transfer or assignment. MnSCU shall ensure that MnSCU's agents, contractors and subsidiaries comply with the terms and conditions of this Agreement.

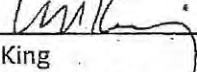
Part 18. AMENDMENTS. Except with respect to extensions of schedules granted under Part 12 and approved submittals under Part 6, this Agreement may be amended only by written agreement between the parties.

Part 19. EFFECTIVE DATE. This Agreement shall be effective on the date it is signed by the MPCA.

Part 20. **TERMINATION.** The provisions of this Agreement shall be deemed satisfied and terminated when MnSCU receives written notice from the MPCA that MnSCU has demonstrated, to the satisfaction of the MPCA, that all terms of the Agreement have been completed. Termination of this Agreement does not release MnSCU from any duty to comply with any statutes, rules or permit conditions, whether or not they are cited in this Agreement. MnSCU agrees that it shall retain all records related to this Agreement for three years following its termination. Termination of this Agreement does not release the Parties from any provisions intended to have future application, including without limitation Parts 8 (Covenant Not To Sue And Reservation Of Remedies), 9 (Repeat Violations) and 16 (Liabilities), which terms shall survive the termination of this Agreement.

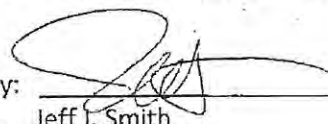
**BY THEIR SIGNATURES BELOW, THE UNDERSIGNED REPRESENT THAT THEY HAVE AUTHORITY
TO BIND THE PARTIES THEY REPRESENT**

THE BOARD OF TRUSTEES OF THE
MINNESOTA STATE COLLEGES AND
UNIVERSITIES SYSTEM OFFICE

By: 
Laura M. King
Vice Chancellor for Finance and
Administration – Chief Financial Officer

Date: 5/2/12

STATE OF MINNESOTA
POLLUTION CONTROL AGENCY

By: 
Jeff J. Smith
Division Director
Industrial Division

Date: 6/15/12