



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4  
ATLANTA FEDERAL CENTER  
61 FORSYTH STREET  
ATLANTA, GEORGIA 30303-8960

JUN 08 2017

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Sarah P. Jarboe  
English, Lucas, Priest & Owsley, LLP  
1101 College Street  
Bowling Green, Kentucky 42102-0770

Re: Glasgow Water Company  
Consent Agreement and Final Order  
CAA-04-2016-8017(b)

Dear Ms. Jarboe:

Enclosed please find an executed copy of the Consent Agreement and Final Order (CAFO) that resolves the Clean Air Act (CAA) matter (Docket No. CAA-04-2016-8017(b)) involving the Glasgow Water Company. The CAFO was filed with the Regional Hearing Clerk, as required by 40 CFR Part 22 and became effective on the date of the filing.

Also, enclosed please find a copy of the "Notice of Securities and Exchange Commission Registrants' Duty to Disclose Environmental Legal Proceedings." This document puts your client on notice of its potential duty to disclose to the Securities and Exchange Commission (SEC) any environmental enforcement actions taken by the U. S. Environmental Protection Agency. If you have any questions with regard to the SEC's environmental disclosure requirements, you may refer to the contact phone number at the bottom of the SEC Notice.

If you have any questions, please call Ms. Ellen Rouch, Associate Attorney, at (404) 562-9575.

Sincerely,  


Anthony G. Toney  
Chief  
Chemical Safety and Enforcement Branch

Enclosures

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 4  
BEFORE THE ADMINISTRATOR**

**IN THE MATTER OF:** )  
 )  
Glasgow Water Company )  
 )  
Respondent. )  
\_\_\_\_\_ )

**Docket No.**  
CAA-04-2016-8017(b)

**CONSENT AGREEMENT**

**A. PRELIMINARY STATEMENT**

1. This is an administrative penalty assessment proceeding brought under Section 113(d) of the Clean Air Act (the "Act"), 42 U.S.C. § 7413(d), and Sections 22.13 and 22.18 of the Consolidated Rules of Practice Governing Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits ("Consolidated Rules"), as codified at 40 C.F.R. Part 22.
2. Complainant is the United States Environmental Protection Agency, Region 4 (the "EPA"). The Director of the Air, Pesticides and Toxics Management Division, EPA Region 4, is delegated the authority to settle civil administrative penalty proceedings under Section 113(d) of the Act.
3. Respondent is Glasgow Water Company, a municipality doing business in the Commonwealth of Kentucky. Respondent is a "person" as defined in Section 302(e) of the Act, 42 U.S.C. § 7602(e).
4. Complainant and Respondent, having agreed that settlement of this action is in the public interest, consent to the entry of this consent agreement ("Consent Agreement" or "Agreement") and the attached final order ("Final Order" or "Order") without adjudication of any issue of law or fact herein, and Respondent agrees to comply with the terms of this Consent Agreement and Final Order.

**B. JURISDICTION**

5. This Consent Agreement is entered into under Section 113(d) of the Act, as amended, 42 U.S.C. § 7413(d), and the Consolidated Rules, 40 C.F.R. Part 22. The alleged violations in this Consent Agreement are pursuant to Section 113(a)(3)(A).
6. The EPA and the United States Department of Justice jointly determined that this matter, although it involves alleged violations that occurred more than one year before initiation of this proceeding, is appropriate for an administrative penalty assessment. 42 U.S.C. § 7413(d); 40 C.F.R. § 19.4.

7. The EPA issued two separate Notices of Potential Violation (“NOPV”) to Respondent, for two of the Respondent’s locations. The Lucas Water Treatment Plant’s (LWTP) NOPV was issued on April 27, 2015, while the Glasgow Wastewater Treatment Plant’s (GWWT) NOPV was issued on May 7, 2015. Both NOPVs provided notice that the EPA found the Respondent potentially committed the alleged violations described in Section E of this Agreement and provided Respondent an opportunity to confer with the EPA. On June 9, 2015, and on August 24, 2015, representatives of the Respondent and the EPA discussed both the April 27, 2015, and May 7, 2015, NOPVs.

8. The Regional Judicial Officer is authorized to ratify this Consent Agreement which memorializes settlement between the Complainant and Respondent. 40 C.F.R. §§ 22.4(b) and 22.18(b).

9. The issuance of this Consent Agreement and attached Final Order simultaneously commences and concludes this proceeding. 40 C.F.R. § 22.13(b).

### **C. GOVERNING LAW**

10. Section 112(r) of the Act, 42 U.S.C. § 7412(r), addresses the prevention of releases of substances listed pursuant to Section 112(r)(3) of the Act, 42 U.S.C. § 7412(r)(3). The purpose of this section is to prevent the accidental release of extremely hazardous substances and to minimize the consequences of such releases. Pursuant to Section 112(r)(7) of the Act, 42 U.S.C. § 7412(r)(7), the EPA is authorized to promulgate regulations for accidental release prevention.

11. Pursuant to Section 112(r)(3) and 112(r)(7) of the Act, 42 U.S.C. §§ 7412(r)(3) and 7412(r)(7), the EPA promulgated rules codified at 40 C.F.R. Part 68, Chemical Accident Prevention Provisions. These regulations are collectively referred to as the “Risk Management Program” (RMProgram) and apply to an owner or operator of a stationary source that has a threshold quantity of a regulated substance in a process. Pursuant to Sections 112(r)(3) and 112(r)(5) of the Act, 42 U.S.C. §§ 7412(r)(3) and 7412(r)(5), the list of regulated substances and threshold levels are codified at 40 C.F.R. § 68.130.

12. Pursuant to Section 112(r)(7)(B)(iii) of the Act, 42 U.S.C. § 7412(r)(7)(B)(iii), and 40 C.F.R. §§ 68.10 and 68.150, the owner or operator of a stationary source that has a regulated substance in an amount equal to or in excess of the applicable RMProgram threshold in a “process” as defined in 40 C.F.R. § 68.3, must develop an RMProgram accidental release prevention program, and submit and register a single Risk Management Plan (RMPlan) to the EPA.

### **D. FACTUAL ALLEGATIONS**

13. Respondent operates two “stationary sources” as that term is defined by Section 302(z) of the Act, 42 U.S.C. § 7602(z). The Respondent’s stationary sources, the LWTP and the GWWT, are located at 705 Glenn Garry Road, Glasgow, Kentucky 42141 and 1321 Narrows Road, Glasgow, Kentucky 42141, respectively (stationary sources).

14. At the time of the inspection, Respondent had submitted and registered RMPlans to the EPA for each of its stationary sources at the LWTP and the GWWTP, and had developed an RMProgram accidental release prevention program for each of these two stationary sources.

15. For the purposes of this Agreement:

(a) At its stationary sources at the time of the inspection, the Respondent owned and operated a water plant, the LWTP, and a wastewater treatment plant, the GWWTP. The LWTP included one RMProgram regulated water treatment process. The GWWTP included two RMProgram regulated wastewater treatment processes.

(b) The LWTP process represents an RMProgram level 3 covered process which at the time of the inspection stored or otherwise used 12,000 pounds of chlorine, in an amount exceeding its applicable threshold of 2,500 pounds. At the time of the inspection the GWWTP processes represented two RMProgram level 3 covered processes, one of which stored or otherwise used 6,000 pounds of chlorine and one of which stored or otherwise used 6,000 pounds of sulfur dioxide in amounts exceeding their respective applicable thresholds of 2,500 and 5,000 pounds.

(c) On March 5, 2014, the EPA conducted an onsite inspection of RMProgram related records and equipment at the LWTP for the purpose of assessing the Respondent's compliance with the RMProgram requirements and implementation of recognized and generally accepted good engineering practices (RAGAGEP) for its covered processes.

(d) At the time of inspection at the LWTP, on March 5, 2014, and subsequent investigation:

- i. the process safety information (PSI) did not contain the consequences of deviation for the chlorine process.
- ii. the PSI did not contain a piping and instrument diagram.
- iii. the PSI did not contain a relief system design and design basis.
- iv. the PSI did not contain a ventilation system design.
- v. the PSI did not contain the design codes and standards employed.
- vi. the Respondent could not provide any process hazard analyses conducted for the chlorine process since the original Process Hazard Analysis, (PHA), conducted in 1999.
- vii. the written operating procedures did not contain procedures that addressed the consequences of deviation.
- viii. the written operating procedures did not contain procedures that addressed the safety systems and their functions.
- ix. the Respondent could not provide annual certifications of the operating procedures.
- x. the Respondent could not provide a copy of a record documenting that its employees involved in operating a process had received and understood the training.
- xi. the Respondent could not provide information indicating that a calibration on the sensors was conducted every six months. The Respondent's procedures rely on the manufacturers' recommendations which indicate sensors should be calibrated every six months.
- xii. the Respondent could not provide information indicating that the chlorine hoist

- was inspected annually. The American Society of Mechanical Engineers/American National Standard Institutes' B30.16 standard requires that the chlorine hoist be inspected annually.
- xiii. the Respondent was able to provide a compliance audit from January 20, 2014, for review, but could not provide a compliance audit from January 2011.
  - xiv. the Respondent could not provide documentation that the findings of the January 2014 compliance audit were appropriately responded to and that the deficiencies have been corrected.
  - xv. the Respondent could not provide information that they evaluated their contactor's performance recently. The RMPlan listed June 23, 2004, as the date of the most recent evaluation of contractor safety performance.
  - xvi. the RMPlan indicated that the maximum quantity of chlorine in the process was 10,000 pounds. During the inspection the facility representatives stated that 12,000 pounds of chlorine could be housed on the site. The Kentucky Tab Q-7, which is submitted annually to the local emergency planning committee, also indicated that the maximum quantity of chlorine at the facility is 12,000 pounds.

(e) On March 6, 2014, the EPA conducted an onsite inspection of RMProgram related records and equipment at the GWWTP for the purpose of assessing the Respondent's compliance with the RMProgram requirements and implementation of RAGAGEP for its covered processes.

(f) At the time of inspection at the GWWTP, on March 6, 2014, and subsequent investigation:

- i. the Respondent indicated that responsibilities are shared for implementing requirements of the Risk Management Program. No documentation was provided, when requested, to identify the responsibilities of each person.
- ii. the PSI did not contain the consequences of deviation for the chlorine or sulfur dioxide processes.
- iii. the PSI did not contain piping and instrument diagrams for the chlorine or sulfur dioxide processes.
- iv. the PSI did not contain a relief system design and design basis for the chlorine or sulfur dioxide processes.
- v. the PSI did not contain a ventilation system design for the chlorine or sulfur dioxide processes.
- vi. the PSI did not contain the design codes and standards employed for the chlorine or sulfur dioxide processes.
- vii. the Respondent could not provide requested documentation that the sulfur dioxide piping complied with recognized and generally accepted good engineering practices. The sulfur dioxide piping in the chlorinator room did not have labels indicating pipe contents and direction of flow. The American National Standards Institute/American Society of Mechanical Engineers A13.1 Standard requires a pipe labelling system that include identification of contents and direction of flow.
- viii. the Respondent could not provide process hazard analyses or revalidations conducted for the chlorine and sulfur dioxide processes since the original PHA conducted in 1999.

- ix. the Respondent could not provide any information that it retained resolution of recommendations for the 1999 PHA for the life of the process.
- x. the operating procedures did not address consequences of deviation from operating limits.
- xi. the written operating procedures did not contain procedures that addressed safety systems and their functions.
- xii. the Respondent could not provide confirmation of annual certifications of the operating procedures.
- xiii. the Respondent could not provide the requested information indicating that their chlorine hoist was inspected annually. The American Society of Mechanical Engineers / American National Standard Institutes' B30.16 standard requires that chlorine hoists be inspected annually.
- xiv. the Respondent could provide a compliance audit from January 20, 2014, for review, but could not provide a compliance audit from January 2011.
- xv. the Respondent could not provide documentation that the deficiencies from the January 2014 compliance audit had been corrected.
- xvi. the Respondent could not provide information that they evaluated their contractor's performance recently. The RMPlan listed June 23, 2004, as the date of the most recent evaluation of contractor safety performance.
- xvii. the RMPlan indicated that the maximum quantity of chlorine in the process was 8,000 pounds. During the inspection, the Respondent stated that 6,000 pounds of chlorine could be housed on the site. The Kentucky Tab Q-7 which is submitted annually to the local emergency planning committee indicated that the maximum quantity of chlorine at the facility was 6,000 pounds.

#### **E. ALLEGED VIOLATIONS OF LAW**

16. Based on the EPA's compliance monitoring investigation, the EPA alleges that the Respondent violated the codified rules governing the Act's Chemical Accident Prevention Provisions, because Respondent did not adequately implement provisions of 40 C.F.R. Part 68 at the LWTP when it:

Failed to include the consequences of deviations in the written process safety information for the technology of the process as required by 40 C.F.R. § 68.65(c)(1)(v);

Failed to include a piping and instrument diagrams in the written process safety information for the equipment in the process as required by 40 C.F.R. § 68.65(d)(1)(ii);

Failed to include a relief system design and design basis in the written process safety information for the equipment in the process as required by 40 C.F.R. § 68.65(d)(1)(iv);

Failed to include a ventilation system design in the written process safety information for the equipment in the process as required by 40 C.F.R. § 68.65(d)(1)(v);

Failed to include the design codes and standards employed in the written process safety information for the equipment in the process as required by 40 C.F.R. § 68.65(d)(1)(vi);

Failed to update and revalidate the process hazard analysis by a team every five years after the completion of the initial PHA as required by 40 C.F.R. § 68.67(f);

Failed to address consequences of deviation in the written operating procedures as required by 40 C.F.R. § 68.69(a)(2)(i);

Failed to address safety systems and their functions in the written operating procedures as required by 40 C.F.R. § 68.69(a)(4);

Failed to annually certify that operating procedures are current and accurate as required by 40 C.F.R. § 68.69(c);

Failed to initially train each employee in an overview of the process and in the operating procedures as required by 40 C.F.R. § 68.71(a)(1);

Failed to perform inspections and tests on process equipment as required by 40 C.F.R. § 68.73(d)(1);

Failed to certify evaluation of compliance with the risk management program provisions at least every three years as required by 40 C.F.R. § 68.79(a);

Failed to promptly determine and document an appropriate response to each of the findings of the audit and document that deficiencies had been corrected as required by 40 C.F.R. § 68.79(d);

Failed to periodically evaluate the performance of the contract owner or operator as required by 40 C.F.R. § 68.87(b)(5); and

Failed to include the maximum quantity of the regulated substance in the Risk Management Plan as required by 40 C.F.R. § 68.160(b)(7).

17. Based on the EPA's compliance monitoring investigation, the EPA alleges that the Respondent violated the codified rules governing the Act's Chemical Accident Prevention Provisions, because Respondent did not adequately implement provisions of 40 C.F.R. Part 68 at the GWWTP when it:

Failed to document other persons responsible for implementing individual requirements of the risk management program and define lines of authority

through an organization chart or similar document as required by 40 C.F.R. § 68.15(c);

Failed to include the consequences of deviations in the written process safety information for the technology of the process as required by 40 C.F.R. § 68.65(c)(1)(v);

Failed to include a piping and instrument diagrams in the written process safety information for the equipment in the process as required by 40 C.F.R. § 68.65(d)(1)(ii);

Failed to include a relief system design and design basis in the written process safety information for the equipment in the process as required by 40 C.F.R. § 68.65(d)(1)(iv);

Failed to include a ventilation system design in the written process safety information for the equipment in the process as required by 40 C.F.R. § 68.65(d)(1)(v);

Failed to include the design codes and standards employed in the written process safety information for the equipment in the process as required by 40 C.F.R. § 68.65(d)(1)(vi);

Failed to document that equipment complies with recognized and generally accepted good engineering practices as required by 40 C.F.R. § 68.65(d)(2);

Failed to update and revalidate the process hazard analysis by a team every five years after the completion of the initial PHA as required by 40 C.F.R. § 68.67(f);

Failed to retain 1999 PHA documented resolution of recommendations for the life of the process as required by 40 C.F.R. § 68.67(g);

Failed to address consequences of deviation in the written operating procedures as required by 40 C.F.R. § 68.69(a)(2)(i);

Failed to address safety systems and their functions in the written operating procedures as required by 40 C.F.R. § 68.69(a)(4);

Failed to annually certify that operating procedures are current and accurate as required by 40 C.F.R. § 68.69(c);

Failed to perform inspections and tests on process equipment as required by 40 C.F.R. § 68.73(d)(1);

Failed to certify evaluation of compliance with the risk management program provisions at least every three years as required by 40 C.F.R. § 68.79(a);



Failed to promptly determine and document an appropriate response to each of the findings of the audit and document that deficiencies had been corrected required by 40 C.F.R. § 68.79(d);

Failed to periodically evaluate the performance of the contract owner or operator as required by 40 C.F.R. § 68.87(b)(5); and

Failed to include the maximum quantity of the regulated substance in the RMPlan as required by required by 40 C.F.R. § 68.160(b)(7).

#### **F. TERMS OF CONSENT AGREEMENT**

18. 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 Agreement;
- (b) neither admits nor denies the factual allegations stated above;
- (c) consents to the assessment of a civil penalty as stated below;
- (d) consents to the issuance of any specified compliance or corrective action order;
- (e) consents to the conditions specified in this Agreement;
- (f) consents to any Permit Action;
- (g) waives any rights to contest the alleged violations of law set forth in Section E of this Consent Agreement; and
- (h) waives its rights to appeal the Order accompanying this Agreement.

19. For the purpose of this Agreement, Respondent:

- (a) agrees that this Agreement states a claim upon which relief may be granted against Respondent;
- (b) acknowledges that this Agreement constitutes an enforcement action for purposes of considering Respondent's compliance history in any subsequent enforcement actions;
- (c) waives any and all remedies, claims for relief and otherwise available rights to judicial or administrative review that Respondent may have with respect to any issue of fact or law set forth in this Order, including any right of judicial review under Section 307(b)(1) of the Act, 42 U.S.C. § 7607(b)(1);
- (d) consents to personal jurisdiction in any action to enforce this Agreement or Order, or both, in the United States District Court for the Western District of Kentucky;
- (e) 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 Agreement or Order, or both, and to seek an additional penalty for such noncompliance, and agrees that federal law shall govern in any such civil action; and
- (f) certifies that as of its execution of this Agreement, to the best of its knowledge based on the exercise of due diligence, it is in compliance with all relevant requirements of 40 C.F.R. Part 68.

20. Penalty Payment. Respondent agrees to:

- a) pay the civil penalty of **EIGHTY THOUSAND FIVE HUNDRED DOLLARS (\$80,500)** (“EPA Penalty”) within 30 calendar days of the Effective Date of this Agreement;
- b) pay the EPA Penalty by forwarding a cashier's or certified check payable to the “Treasurer, United States of America,” or by electronic transfer to one of the following addresses:

For payment sent via electronic transfer

Federal Reserve Bank of New York  
ABA = 021030004  
Account = 68010727  
SWIFT address = FRNYUS33  
33 Liberty Street  
New York, New York 10045  
Beneficiary: “U.S. Environmental Protection Agency”;

For payment sent via standard delivery

U.S. Environmental Protection Agency  
Cincinnati Finance Center  
PO Box 979077  
St. Louis, MO 63197-9000; or

For payment sent for signed receipt confirmation (FedEx, DSL, UPS, USPS Certified)

U.S. Environmental Protection Agency  
Cincinnati Finance Center  
1005 Convention Plaza  
SL-MO-C2GL  
St. Louis, MO 63101  
Delivery Location Phone Number: 314-425-1819.

The check shall reference on its face the name and the Docket Number of the Agreement. Within 24 hours of payment of the EPA Penalty, send a separate copy of the check or confirmation of electronic transfer, and a written statement that payment has been made in accordance with this Agreement, to the following persons at the following addresses:

Regional Hearing Clerk  
U.S. EPA Region 4  
61 Forsyth Street, S.W.  
Atlanta, Georgia 30303

Deanne Grant  
Chemical Management and Emergency and Planning Section  
U.S. EPA Region 4  
61 Forsyth Street, S.W.  
Atlanta, Georgia 30303

21. If Respondent fails to timely pay any portion of the penalty assessed under this Agreement, the EPA may:

- a) request the Attorney General to bring a civil action in an appropriate district court to recover: the amount assessed; interest at rates established pursuant to 26 U.S.C. § 6621(a)(2); the United States' enforcement expenses; and a 10 percent quarterly nonpayment penalty, 42 U.S.C. § 7413(d)(5);
- b) refer the debt to a credit reporting agency or a collection agency, 42 U.S.C. § 7413(d)(5), 40 C.F.R. §§ 13.13, 13.14, and 13.33;
- c) 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, 40 C.F.R. Part 13, Subparts C and H; and
- d) 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, 40 C.F.R. § 13.17.

22. By signing this Agreement, Respondent acknowledges that this Agreement and Order will be available to the public and agrees that this Agreement does not contain any confidential business information or personally identifiable information.

23. By signing this Agreement, the undersigned representative of Complainant and the undersigned representative of Respondent each certify that he or she is fully authorized to execute and enter into terms and conditions of this Agreement and has the legal capacity to bind the party he or she represents to this Agreement.

24. By signing this Agreement, both parties agree that each party's obligations under this Consent Agreement and attached Final Order constitute sufficient consideration for the other party's obligations.

25. By signing this Agreement, Respondent certifies that the information it has supplied concerning this matter was at the time of submission 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.

26. Each party shall bear its own attorney's fees, costs, and disbursements incurred in this preceding.

## **G. EFFECT OF CONSENT AGREEMENT AND ATTACHED FINAL ORDER**

27. In accordance with 40 C.F.R. § 22.18(c), completion of the terms of this Consent Agreement and Final Order resolves only Respondent's liability for federal civil penalties for the violations and facts specifically alleged above.

28. Penalties paid pursuant to this Agreement shall not be deductible for purposes of federal taxes.

29. This Agreement constitutes the entire agreement and understanding of the parties and supersedes any prior agreements or understandings, whether written or oral, among the parties with respect to the subject matter hereof.

30. The terms, conditions, and compliance requirements of this Agreement may not be modified or amended except upon written agreement of both parties, and approval of the Regional Judicial Officer.

31. Any violation of this Order may result in a civil judicial action for an injunction or civil penalties of up to \$93,750 per day per violation, or both, as provided in Section 113(b)(2) of the Act, 42 U.S.C. § 7413(b)(2), as well as criminal sanctions as provided in Section 113(c) of the Act, 42 U.S.C. § 7413(c). The EPA may use any information submitted under this Order in an administrative, civil judicial, or criminal action.

32. Nothing in this Agreement 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.

33. 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 and substantial endangerment to the public health, welfare, or the environment.

34. The EPA reserves the right to revoke this Agreement and settlement penalty if and to the extent that the EPA finds, after signing this Agreement, that any information provided by Respondent was materially false or inaccurate at the time such information was provided to the EPA, and 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.

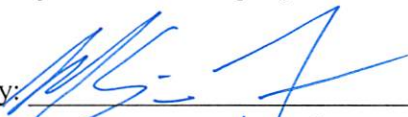
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**H. EFFECTIVE DATE**

35. Respondent and Complainant agree to issuance of the attached Final Order. Upon filing, the EPA will transmit a copy of the filed Consent Agreement and Final Order to the Respondent. This Consent Agreement and Final Order shall become effective after execution of the Final Order by the Regional Judicial Officer, on the date of filing with the Regional Hearing Clerk. The foregoing Consent Agreement in the Matter of Glasgow Water Company Docket No. CAA-04-2016-8017(b), is Hereby Stipulated, Agreed, and Approved for Entry.

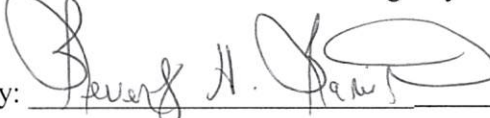
FOR RESPONDENT:

Glasgow Water Company

By:  Date: 4/20/2017  
Name: M. Scott Young (Typed or Printed)  
Title: GENERAL MANAGER (Typed or Printed)

FOR COMPLAINANT:

U.S. Environmental Protection Agency

By:  Date: 5-8-2017  
Beverly H. Banister  
Director  
Air, Pesticides and Toxics Management Division

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 4  
BEFORE THE ADMINISTRATOR**

**IN THE MATTER OF:** )  
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Glasgow Water Company )  
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Respondent. )  
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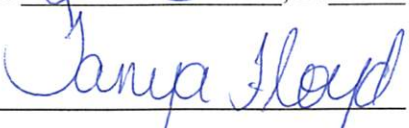
**Docket No.**  
CAA-04-2016-8017(b)

**FINAL ORDER**

Pursuant to 40 C.F.R. § 22.18(b) of the EPA's Consolidated Rules of Practice and section 113(d) of the Clean Air Act, 42 U.S.C. § 7413(d), the attached Consent Agreement resolving this matter is incorporated by reference into this Final Order and is hereby ratified.

The Respondent is ORDERED to comply with all terms of the Consent Agreement, effective on the date that the Consent Agreement and Final Order are filed by the Regional Hearing Clerk.

SO ORDERED this 5<sup>th</sup> day of June, 2017.

  
\_\_\_\_\_

Tanya Floyd  
Regional Judicial Officer

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true and correct copy of the foregoing Consent Agreement and Final Order, in the matter of the Glasgow Water Company, CAA-04-2016-8017(b), on the parties listed below in the manner indicated:

Robert W. Bookman  
U. S. EPA, Region 4  
Air, Pesticides and Toxics  
Management Division  
61 Forsyth Street, S.W.  
Atlanta, Georgia 30303

(Via EPA's internal mail)

Ellen Rouch  
U. S. EPA, Region 4  
Office of Regional Counsel  
61 Forsyth Street, S.W.  
Atlanta, Georgia 30303

(Via EPA's internal mail)

Sarah P. Jarboe  
English, Lucas, Priest & Owsley, LLP  
1101 College Street  
Bowling Green, KY 42102-0770

(Via Certified Mail -  
Return Receipt Requested)

Date:

6-8-17



Patricia A. Bullock, Regional Hearing Clerk  
United States Environmental  
Protection Agency, Region 4  
Atlanta Federal Center  
61 Forsyth Street, S.W.  
Atlanta, GA 30303  
(404) 562-9511