



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 6
1445 ROSS AVENUE, SUITE 1200
DALLAS TX 75202-2733

APR 22 2015

CERTIFIED MAIL - RETURN RECEIPT # 7012 3050 0001 6504 7490

Cynthia J. Bishop
C Bishop Law PC
P.O. Box 612994
Dallas, Texas 75261

Re: Apex Tool Group LLC; Garland, Texas
Docket No. EPCRA-06-2015-0501

Dear Ms. Bishop:

Enclosed is the fully executed Consent Agreement and Final Order (CAFO) that has been filed with the Regional Hearing Clerk. Apex Tool Group has 30 days from the effective date of the CAFO to make the payment of \$71,000.00, as set forth in Section IV beginning on page 6. In addition, Apex has 30 days from the effective date of the CAFO to begin construction of the pollution reduction system as described in the Supplemental Environmental Project proposal. The effective date is stamped in the top right corner of the document.

In the event you should have any further questions or concerns regarding this matter, please contact David Riley at 214-665-7298. Your cooperation in the settlement of this case is most appreciated.

Sincerely,

A handwritten signature in blue ink that reads "Wren Stenger".

Wren Stenger
Director
Multimedia Planning and
Permitting Division

Enclosure

FILED

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UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY REGIONAL HEADQUARTERS
REGION 6
DALLAS, TEXAS
EPA REGION VI

IN THE MATTER OF:

APEX TOOL GROUP LLC.
GARLAND, TEXAS

RESPONDENT

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§

DOCKET NO. EPCRA-06-2015-0501

CONSENT AGREEMENT AND FINAL ORDER

The Director, Multimedia Planning and Permitting Division, United States Environmental Protection Agency (EPA), Region 6 (Complainant), and Apex Tool Group, LLC. (hereinafter "Apex" or "Respondent") in the above-referenced proceeding, hereby agree to resolve this matter through the issuance of this Consent Agreement and Final Order (CAFO).

I. PRELIMINARY STATEMENT

1. This proceeding for the assessment of civil penalties pursuant to Section 325(c) of the Emergency Planning and Community Right-to-Know Act (EPCRA), 42 U.S.C. § 11045(c), is simultaneously commenced and concluded by the issuance of this CAFO against the Respondent pursuant to 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3).

2. For the purposes of this proceeding, the Respondent admits the jurisdictional allegations herein; however, the Respondent neither admits nor denies the specific factual allegations contained in this CAFO.

3. The Respondent explicitly waives any right to contest the allegations and its right to appeal the proposed Final Order set forth herein, and waives all defenses which have been raised or could have been raised to the claims set forth in the CAFO.

4. Compliance with all the terms and conditions of this CAFO shall resolve only those violations which are set forth herein.

5. The Respondent consents to the issuance of this CAFO, to the assessment and payment of the stated civil penalty in the amount and by the method set forth in this CAFO.

6. The Respondent represents that it is duly authorized to execute this CAFO and that the party signing this CAFO on behalf of the Respondent is duly authorized to bind the Respondent to the terms and conditions of this CAFO.

7. The Respondent agrees that the provisions of this CAFO shall be binding on its officers, directors, employees, agents, servants, authorized representatives, successors, and assigns.

8. The Respondent hereby certifies that as of the date of the execution of this CAFO, Respondent has corrected the violations alleged in this CAFO and is now, to the best of its knowledge, in compliance with all applicable requirements of Section 313 of EPCRA, 42 U.S.C. § 11023, and 40 C.F.R. Part 372.

II. STATUTORY AND REGULATORY BACKGROUND

9. Section 313 of EPCRA, 42 U.S.C. § 11023, and 40 C.F.R. §§ 372.22 and 372.30 require the owner or operator of a facility that: (a) has ten or more full-time employees; (b) that is an establishment with a primary Standard Industrial Classification (SIC) major group or industry code listed in 40 C.F.R. § 372.23(a), or a primary North American Industry Classification System (NAICS) subsector or industry code listed in 40 C.F.R. §§ 372.23(b) or (c); and (c) “manufactured, processed, or otherwise used” a toxic chemical listed under Subsection 313(c) of EPCRA and 40 C.F.R. § 372.65, in excess of the threshold quantity established under Subsection 313(f) of EPCRA, 42 U.S.C. § 11023(f), and 40 C.F.R. §§ 372.25,

372.27, or 372.28 during the calendar year, to complete and submit a toxic chemical release inventory Form R to the Administrator of EPA and to the State in which the subject facility is located by July 1, for the preceding calendar year, for each toxic chemical known by the owner or operator to be “manufactured, processed, or otherwise used” in quantities exceeding the established threshold quantity during that preceding calendar year.

10. According to Section 313(f) of EPCRA, 42 U.S.C. § 11023(f), and 40 C.F.R. § 372.25, the threshold amount for reporting under Section 313(b) of EPCRA, 42 U.S.C. § 11023(b), and 40 C.F.R. § 372.30, is 25,000 pounds for any toxic chemical “manufactured or processed,” and 10,000 pounds for any toxic chemical “otherwise used” for the applicable calendar year. Alternative reporting thresholds are set forth in 40 C.F.R. §§ 372.27 and 372.28.

III. FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. PRELIMINARY ALLEGATIONS

11. The Respondent is a limited liability company organized under the laws of the State of Delaware, and is authorized to do business in the State of Texas.

12. The Respondent is a “person” as defined by Section 329(7) of EPCRA, 42 U.S.C. § 11049(7).

13. The Respondent owns and operates the business at 3000 West Kingsley Road, Garland, Texas, 75041.

14. The Apex Tool Group LLC plant identified in Paragraph 13 is a “facility” as that term is defined by Section 329(4) of EPCRA, 42 U.S.C. § 11049(4), and 40 C.F.R. § 372.3.

15. The Respondent's facility has ten (10) or more “full-time employees” as that term is defined by 40 C.F.R. § 372.3.

16. The Respondent's facility is in NAICS code 332212 (hand and edge tool manufacturing).

17. During the calendar years 2008 through 2012, lead, nickel, and nickel compounds were "manufactured, processed or otherwise used" as those terms are defined by Section 313(b) of EPCRA, 42 U.S.C. § 11023(b), and 40 C.F.R. § 372.3, at Respondent's facility.

18. Lead, nickel, and nickel compounds are toxic chemicals within the meaning of 40 C.F.R. §§ 372.3 and 372.65.

19. During the calendar years 2008 and 2009, lead was "manufactured, processed or otherwise used" in excess of the applicable threshold quantities pursuant to Section 313(c) of EPCRA, 42 U.S.C. § 11023(c) and 40 C.F.R. § 372.25.

20. During the calendar years 2010 and 2011, nickel was "manufactured, processed or otherwise used" in excess of the applicable threshold quantities pursuant to Section 313(c) of EPCRA, 42 U.S.C. § 11023(c) and 40 C.F.R. § 372.25.

21. During the calendar years 2008 through 2012, nickel compounds were "manufactured, processed or otherwise used" in excess of the applicable threshold quantities pursuant to Section 313(c) of EPCRA, 42 U.S.C. § 11023(c) and 40 C.F.R. § 372.25.

22. An inspection of Respondent's facility was originally conducted on August 30, 2012 by a duly authorized representative of the EPA's Region 6 office. A follow-up inspection was conducted by two representatives of the EPA's Region 6 office on September 9, 2013. Based on information provided by the Respondent, the following violations are alleged.

B. VIOLATIONS

i. Lead

23. During calendar years 2008 and 2009, Respondent processed lead in excess of the applicable threshold quantity.

24. Respondent failed to submit the required Form R for lead by July 1 of 2009 and 2010, following the years when Respondent processed lead in excess of the applicable threshold quantity.

25. Therefore, Respondent violated Section 313(a) of EPCRA, 42 U.S.C. § 11023(a), and 40 C.F.R. § 372.30 by failing to timely submit a complete and accurate Form R for lead for calendar years 2008 and 2009 to the EPA and to the State of Texas by the applicable due date.

ii. Nickel Compounds

26. During calendar years 2008 through 2012, Respondent manufactured nickel compounds in excess of the applicable threshold quantity.

27. Respondent failed to submit the required Form R for nickel compounds by July 1 of 2009 through 2013, following the years when Respondent manufactured nickel compounds in excess of the applicable threshold quantity.

28. Therefore, Respondent violated Section 313(a) of EPCRA, 42 U.S.C. § 11023(a), and 40 C.F.R. § 372.30 by failing to timely submit a complete and accurate Form R for nickel compounds for calendar years 2008 through 2012 to the EPA and to the State of Texas by the applicable due date.

iii. Nickel

29. 40 C.F.R. § 372.10(a)(3)(ii) requires that each person subject to reporting requirements must retain, for a period of three years following the date of required submission,

data supporting the determination of whether a threshold under § 372.25 applies for each toxic chemical.

30. During calendar years 2010 and 2011, Respondent processed nickel in excess of the applicable threshold quantity.

31. Respondent submitted the Form R for nickel for 2010 and 2011, but could not provide supporting data to the EPA inspectors at the time of the original inspection or the follow-up inspection.

32. Therefore, Respondent violated 40 C.F.R. § 372.10(a)(3)(ii) by failing to maintain records supporting its determination for three years following the required submission date.

IV. TERMS OF SETTLEMENT

A. CIVIL PENALTY

33. For the reasons set forth above, the Respondent has agreed to pay a civil penalty which has been determined in accordance with Section 325(c) of EPCRA, 42 U.S.C. § 11045(c), which authorizes EPA to assess a civil penalty of up to Thirty-Seven Thousand Five Hundred Dollars (\$37,500) per day for each violation of EPCRA.¹ Upon consideration of the entire record herein, including the Findings of Fact and Conclusions of Law, which are hereby adopted and made a part hereof, and upon consideration of the nature, circumstances, extent and gravity of the alleged violations, and with respect to the Respondent, ability to pay, history of prior EPCRA Section 313 violations, the degree of culpability, agreement to perform a Supplemental Environmental Project ("SEP"), economic benefit or savings (if any) resulting from the

¹ The amount of penalty that can be assessed under Section 325(c) of EPCRA, 42 U.S.C. § 11045(c) was increased by the Civil Monetary Penalty Inflation Adjustment Rule codified at 40 C.F.R. Part 19 to \$27,500 per day, for violations occurring between January 30, 1997 and March 15, 2004, and \$32,500 per day for violations which occurred between March 15, 2004 and January 12, 2009, and up to \$37,500 per day for violations which occurred after January 12, 2009.

violations, and other factors as justice may require, it is **ORDERED** that Respondent be assessed a civil penalty of **Seventy One Thousand Dollars and no cents (\$71,000)**.

34. Respondent consents to the issuance of this Consent Agreement and consents for the purposes of settlement to the payment of the civil penalty cited in the foregoing paragraph and to the performance of a SEP as detailed below.

35. Within thirty (30) days of the effective date of this CAFO, the Respondent shall pay the assessed civil penalty by certified check, cashier's check, or wire transfer, made payable to "Treasurer, United States of America, EPA - Region 6". Payment shall be remitted in one of three (3) ways: regular U.S. Postal Service mail (including certified mail), overnight mail, or wire transfer. For regular U.S. Postal Service mail, U.S. Postal Service certified mail, or U.S. Postal Service express mail, the check(s) should be remitted to:

U.S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000

For overnight mail (non-U.S. Postal Service, e.g. Fed Ex), the check(s) should be remitted to:

U.S. Bank
Government Lockbox 979077 US EPA Fines & Penalties
1005 Convention Plaza
SL-MO-C2-GL
St. Louis, MO 63101
Phone No. (314) 418-1028

For wire transfer, the payment should be remitted to:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, NY 10045

Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental Protection Agency"

PLEASE NOTE: Docket number EPCRA 06-2015-0501 shall be clearly typed on the check, or other method of payment, to ensure proper credit. If payment is made by check, the check shall also be accompanied by a transmittal letter and shall reference the Respondent's name and address, the case name, and docket number of the CAFO. If payment is made by wire transfer, the wire transfer instructions shall reference the Respondent's name and address, the case name, and docket number of the CAFO. The Respondent shall also send a simultaneous notice of such payment, including a copy of the check and transmittal letter, or wire transfer instructions to the following:

David Riley
EPCRA 313 Enforcement
Toxics Section (6PD-T)
U.S. EPA, Region 6
1445 Ross Avenue, Suite 1200
Dallas, TX 75202-2733;

Lorena Vaughn
Regional Hearing Clerk (6RC-D)
U.S. EPA, Region 6
1445 Ross Avenue, Suite 1200
Dallas, TX 75202-2733

The Respondent's adherence to this request will ensure proper credit is given when penalties are received by EPA and acknowledged in the Region.

36. The Respondent agrees not to claim or attempt to claim a federal income tax deduction or credit covering all or any part of the civil penalty paid to the United States Treasurer.

37. If Respondent fails to submit payment within thirty (30) days of the effective date of this Order, Respondent may be subject to a civil action pursuant to Section 325(f) of EPCRA, 42 U.S.C. § 11045(f), to collect any unpaid portion of the assessed penalty, together with interest, handling charges and nonpayment penalties as set forth below.

38. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, unless otherwise prohibited by law, EPA will assess interest and late payment penalties on outstanding debts owed to the United States and a charge to cover the costs of processing and handling a delinquent claim. Interest on the civil penalty assessed in this CAFO will begin to accrue thirty (30) days after the effective date of the CAFO and will be recovered by EPA on any amount of the civil penalty that is not paid by the respective due date. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 40 C.F.R. § 13.11(a). Moreover, the costs of the Agency's administrative handling of overdue debts will be charged and assessed monthly throughout the period the debt is overdue. *See* 40 C.F.R. § 13.11(b).

39. EPA will also assess a \$15.00 administrative handling charge for administrative costs on unpaid penalties for the first thirty (30) day period after the payment is due and an additional \$15.00 for each subsequent thirty (30) day period that the penalty remains unpaid. In addition, a penalty charge of up to six percent per year will be assessed monthly on any portion of the debt which remains delinquent more than ninety (90) days. *See* 40 C.F.R. § 13.11(c). Should a penalty charge on the debt be required, it shall accrue from the first day payment is delinquent. *See* 31 C.F.R. § 901.9(d). Other penalties for failure to make a payment may also apply.

40. Description of SEP

- a. Respondent shall complete the following SEP which the parties agree is intended to secure significant environmental or public health protection and improvements; or implement or improve emergency planning and preparedness. Not more than thirty (30) days from the effective date of this CAFO, Respondent will begin construction of the pollution reduction system at this facility as described in the attached SEP proposal.
- b. Respondent will install an ultrafiltration system to reuse and recycle over 10,000 gallons per day back through its metal plating operation. Respondent estimates that these adjustments made to increase efficiency within the process wastewater treatment system will reduce the total hazardous waste sludge produced from plating operations by 18-20%.
- b. Respondent shall perform the SEP activities in accordance with the terms and schedule of the SEP Proposal (Attachment I), and incorporated herein by reference.

41. Cost of the SEP. The total expenditure for the SEP shall be no less than **\$104,000** to purchase and install the ducting and filter system as described in the attached SEP Proposal. Respondent shall include documentation of the expenditures made in connection with the SEP as part of the SEP Completion Report.

42. Respondent hereby certifies that, as the date of the Consent Agreement, Respondent is not required to perform or develop the SEP by any federal, state or local law or regulation; nor is Respondent required to perform or develop the SEP by any other agreement, grant or as injunctive relief in this or any other case. Respondent further certifies that it has not

received, and is not presently negotiating to receive credit in any other enforcement action for this SEP.

43. SEP Reports

a. Respondent shall submit a final SEP Completion Report to EPA within 2 weeks of the completion of this project. The SEP Completion Report shall contain the following information:

- (i) A detailed description of the SEP as implemented;
- (ii) A description of any operating or logistical problems encountered and the solutions thereto;
- (iii) Itemized final costs with copies of receipts for all expenditures;
- (iv) Certification that the SEP has been fully implemented pursuant to the provisions of this CAFO (see Attachment I, Certification Statement, SEPSOW Completion Report); and
- (v) A description of the environmental, emergency preparedness, and/or public health benefits resulting from implementation of this SEP.

b. Respondent agrees that failure to submit the final SEP Completion Report or any Periodic Report required by subsections listed above shall be deemed a violation of this CAFO and Respondent shall become liable for stipulated penalties pursuant to Paragraph 46.

c. Respondent shall submit all notices and reports required by this CAFO to David Riley (6PDT), U.S. EPA Region 6, 1445 Ross Avenue, Dallas, TX 75202-2733, by first class mail.

d. In itemizing its costs in the SEP Completion Report, Respondent shall clearly identify and provide acceptable documentation for all eligible SEP costs. Where the SEP Completion Report includes costs not eligible for SEP credit, those costs must be clearly identified as such. For purposes of this Paragraph, "acceptable documentation" includes invoices, purchase orders, or other documentation that specifically identifies and itemizes the individual costs of the goods and/or services for which payment is being made. Canceled drafts do not constitute acceptable documentation unless such drafts specifically identify and itemize the individual costs of the goods and/or services for which payment is being made.

44. Respondent shall maintain legible copies of documentation of the underlying research and data for any and all documents or reports submitted to EPA pursuant to this Consent Agreement and shall provide the documentation of any such underlying research and data to EPA not more than seven days after a request for such information. In all documents or reports, including, without limitation, any SEP reports, submitted to EPA pursuant to this Consent Agreement, Respondent shall, by its officers, sign and certify under penalty of law that the information contained in such document or report is true, accurate, and not misleading by signing the following statement:

I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

[name of responsible party]
[title of responsible party]
[facility name]
[facility city/state]

45. EPA's acceptance of SEP Report.

a. After receipt of the SEP Completion Report described in paragraph 43(a) above, EPA will notify the Respondent, in writing, regarding: (i) any deficiencies in the SEP Report itself along with a grant of an additional thirty (30) days for Respondent to correct any deficiencies; or (ii) indicate that EPA concludes that the project has been completed satisfactorily or (iii) determine that the project has not been completed satisfactorily and seek stipulated penalties in accordance with paragraph 46 herein.

b. If EPA elects to exercise option (i) above, i.e., if the SEP Report is determined to be deficient but EPA has not yet made a final determination about the adequacy of SEP completion itself, EPA shall permit Respondent the opportunity to object in writing to the notification of deficiency given pursuant to this paragraph within ten (10) days of receipt of such notification. EPA and Respondent shall have an additional thirty (30) days from the receipt by EPA of the notification of objection to reach agreement on changes necessary to the SEP Report. If agreement cannot be reached on any such issue within this thirty (30) day period, EPA shall provide a written statement of its decision on adequacy of the completion of the SEP to Respondent, which decision shall be final and binding upon Respondent. Respondent agrees to comply with any requirements imposed by EPA as a result of any failure to comply with the terms of this CAFO. In the event the SEP is not completed as contemplated herein, as determined by EPA, stipulated penalties shall be due and payable by Respondent to EPA in accordance with paragraph 46 herein.

46. Stipulated Penalties for Failure to Complete SEP/Failure to spend agreed-on amount.

a. In the event that Respondent fails to comply with any of the terms or provisions of this Agreement relating to the performance of the SEP described in paragraph 33 above and/or to the extent that the actual expenditures for the SEP do not equal or exceed the cost of the SEP described in paragraph 40 above, Respondent shall be liable for stipulated penalties according to the provisions set forth below:

- (i) Except as provided in subparagraph (ii) immediately below, for a SEP which has not been completed satisfactorily pursuant to this Consent Agreement and Order, Respondent shall pay a stipulated penalty to the United States in the amount of **\$104,000** (100% of the amount the penalty was mitigated).
- (ii) If the SEP is not completed in accordance with paragraphs 40 - 45, but the Complainant determines that the Respondent: a) made good faith and timely efforts to complete the project; and b) certifies, with supporting documentation, that at least 90 percent of the amount of money which was required to be spent was expended on the SEP, Respondent shall not be liable for any stipulated penalty.

- (iii) If the SEP is completed in accordance with paragraphs 40 - 45, but the Respondent spent less than 90 percent of the amount of money required to be spent for the project, Respondent shall pay a stipulated penalty to the United States in the amount of \$20,800 (20% of the dollar for dollar mitigated penalty of \$104,000).
 - (iv) If the SEP is completed in accordance with paragraphs 40 - 45, and the Respondent spent at least 90 percent of the amount of money required to be spent for the project, Respondent shall not be liable for any stipulated penalty.
 - (v) For failure to submit the SEP Completion Report required by paragraph 43(a) above, Respondent shall pay a stipulated penalty in the amount of \$500 for each day after the report was originally due, until the report is submitted.
- b. The determinations of whether the SEP has been satisfactorily completed and whether the Respondent has made a good faith, timely effort to implement the SEP shall be in the sole discretion of EPA.
- c. Stipulated penalties for subparagraph (v) above shall begin to accrue on the day after performance is due, and shall continue to accrue through the final day of the completion of the activity.
- d. Respondent shall pay stipulated penalties not more than fifteen (15) days after receipt of written demand by EPA for such penalties. Method of payment shall be in accordance with the provisions of paragraph 35 above. Interest and late charges shall be paid as stated in paragraphs 37 - 39 herein.

e. Nothing in this agreement shall be construed as prohibiting, altering or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondent's violation of this agreement or of the statutes and regulations upon which this agreement is based, or for Respondent's violation of any applicable provision of law.

47. Any public statement, oral or written, in print, film, or other media, made by Respondent making reference to the SEP shall include the following language, "This project was undertaken in connection with the settlement of an enforcement action taken by the U.S. Environmental Protection Agency for violations of Section 313 of EPCRA."40. This Consent Agreement and Order shall not relieve Respondent of its obligation to comply with all applicable provisions of federal, state or local law, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state or local permit, nor shall it be construed to constitute EPA approval of the equipment or technology installed by Respondent in connection with the SEP undertaken pursuant to this Agreement.

48. This document is a "Final Order" as that term is defined in the "Enforcement Response Policy for Section 313 of the Emergency Planning and Community Right-to-Know Act (1986) and Section 6607 of the Pollution Prevention Act (1990)," dated August 10, 1992; Amended, April 12, 2001; for the purpose of demonstrating a history of "prior such violations".

B. RETENTION OF ENFORCEMENT RIGHTS

49. The EPA does not waive any rights or remedies available to EPA for any other violations by the Respondent of Federal or State laws, regulations, or permitting conditions.

50. Nothing in this CAFO shall relieve the Respondent of the duty to comply with all applicable provisions of Section 313 of EPCRA, 42 U.S.C. § 11023, and 40 C.F.R. Part 372.

51. Except as specifically provided in this CAFO, nothing herein shall limit the power and authority of EPA or the United States to take, direct, or order all actions to protect public health, welfare, or the environment, or prevent, abate or minimize an actual or threatened release of hazardous substances, pollutants, contaminants, hazardous substances on, at or from the Respondent's facility. Furthermore, nothing in this CAFO shall be construed to prevent or limit EPA's civil and criminal authorities, or that of other Federal, State, or local agencies or departments to obtain penalties or injunctive relief under other Federal, State, or local laws or regulations.

C. COSTS

52. Each party shall bear its own costs and attorney's fees. Furthermore, the Respondent specifically waives its right to seek reimbursement of its costs and attorney's fees under 5 U.S.C. § 504 and 40 C.F.R. Part 17.

D. TERMINATION

53. At such time as the Respondent believes that it has complied with all terms and conditions of this CAFO, it may request that EPA concur whether the requirements of this CAFO have been satisfied. Such request shall be in writing and shall provide the necessary documentation to establish whether there has been full compliance with the terms and conditions of this CAFO. EPA will respond to said request in writing as expeditiously as possible. This CAFO shall terminate when all actions required to be taken by this CAFO have been completed,

In the Matter of Apex Tool Group LLC; Docket No. EPCRA-06-2015-0501

and the Respondent has been notified by the EPA in writing that this CAFO has been satisfied and terminated.

E. EFFECTIVE DATE

54. This CAFO, and any subsequent modifications, become effective upon filing with the Regional Hearing Clerk.

THE UNDERSIGNED PARTIES CONSENT TO THE ENTRY OF THIS CONSENT AGREEMENT AND FINAL ORDER:

FOR THE RESPONDENT:

Date: 02/17/15



Raymond Johnson
Vice President, Global Operations and Supply Chain

FOR THE COMPLAINANT:

Date: 3/26/15

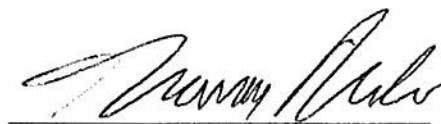


Wren Stenger
Director
Multimedia Planning and
Permitting Division
U.S. EPA Region 6

V. FINAL ORDER

Pursuant to Section 325(c) of EPCRA, 42 U.S.C. § 11045(c), and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, 40 C.F.R. Part 22, the foregoing Consent Agreement is hereby ratified. This Final Order shall not in any case affect the right of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law. This Final Order shall resolve only those causes of action alleged in the Consent Agreement. Nothing in this Final Order shall be construed to waive, extinguish or otherwise affect Respondent's (or its officers, agents, servants, employees, successors, or assigns) obligation to comply with all applicable federal, state, and local statutes and regulations, including the regulations that were the subject of this action. The Respondent is ordered to comply with the terms of settlement and the civil penalty payment instructions as set forth in the Consent Agreement. In accordance with 40 C.F.R. § 22.31(b), this Final Order shall become effective upon filing with the Regional Hearing Clerk.

Dated 4/2/15



Thomas Rucki
Regional Judicial Officer

CERTIFICATE OF SERVICE

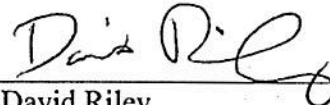
I hereby certify that on the 2nd day of April, 2015, the original and one copy of the foregoing Consent Agreement and Final Order (CAFO) was hand delivered to the Regional Hearing Clerk, U.S. EPA - Region 6, 1445 Ross Avenue, Suite 1200, Dallas, Texas 75202-2733, and a true and correct copy of the CAFO was delivered to the following individual(s) by the method indicated below:

Certified Mail – Return Receipt Requested # 7012 3050 0001 6504 7490

Cynthia J. Bishop
C Bishop Law PC
P.O. Box 612994
Dallas, Texas 75261

Via Email (PDF):

Cynthia J. Bishop
cbishop@cbishoplaw.com



David Riley
EPCRA 313 Enforcement
U.S. EPA Region 6
Dallas, TX 75202

In the Matter of Apex Tool Group LLC; Docket No. EPCRA-06-2015-0501

ATTACHMENT I



Terri Harrison
Sr. Manager
Compliance and Regulatory Affairs
469-278-1569
972-864-9691
terri.harrison@apextoolgroup.com

September 30, 2014

Re: Apex Tool Group, LLC – Garland, TX - SEP Project Proposal

Project Title: Process rinse water and hazardous plating waste reduction

Project Purpose and Scope:

The Apex Tool Group, LLC hand tool manufacturing facility, located at 3000 W. Kingsley Road, Garland TX, 75041, is a large quantity hazardous waste generator (LQG) in the community and a major consumer of local city water. The site in Garland, TX consumes on average 130,000 gpd of city water used mostly to support its metal plating operation and produces over 365 lbs of hazardous plating sludge per day from this same process.

Apex proposes as a Supplemental Environmental Project a reduction of daily city water consumption by installing an ultrafiltration system to reuse and recycle over 10,000 gpd back through the plating process. Furthermore, adjustments made to increase efficiency within the process WWT system are expected to reduce the total hazardous waste sludge produced from plating operations by 18-20%.

We have been consulting with A Brite Company, specializing in environmental metal finishing and wastewater treatment, to conduct inspections and testing of our current metal finishing rinse water and waste water treatment to assist us in this endeavor. Our intention is to reduce water usage stress to the community and greatly reduce hazardous waste generation with this project.

Moreover, the Apex facility located in Garland, TX is preparing to close the facility, scheduled Q4 2015. The SEP project we are proposing would begin operation at the Garland, TX facility within 2 months of project approval. Following the closure, the ultrafiltration system and wastewater improvements will be relocated to an Apex Tool Group, LLC site located in Sumter, SC.

The hand tool manufacturing operation in Sumter, SC currently uses over 93,660 gpd of city water and also maintains a metal plating operation that produces approximately 244 lbs/day of hazardous waste sludge. The system begun at the Garland facility will also provide a reduction of water consumption in Sumter, NC used for their plating process and overall reduction of hazardous waste sludge.

System Improvements/installations:

WWT Process efficiency to reduce total hazardous waste sludge by 18-20%

The project will include efficiency adjustments to both the Garland, TX facility as well as the Sumter, SC facility to reduce the use of lime and bulk solids currently used to treat the Nickel and Chrome suspended in the process waste water. By introducing a more streamlined treatment with coagulant and polymers, the total amount of sludge in the system will be greatly reduced. Installation of more sensitive pH meters and ORP probes will be utilized as well.

Plating Rinse Water reuse to reduce total city water usage by over 10,000 gpd

An ultrafiltration system will be attached to the back side of the current plating wastewater treatment process, and returned to the start of the metal plating line to be reused across the process. This will not only eliminate the overall usage of water from the single-pass water rinse line being used today, but will also reduce the overall volume of wastewater that flows from the site's process WWT to the city's sanitary plant on a daily basis.

The estimate for the total installation of the project is expected to be approx. \$130K at this time.

We are excited to implement this city water and hazardous waste generation reduction project and appreciate your consideration for approval. Please contact me for additional information.

Sincerely,

Terri Harrison