

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2

U.S. ENVIRONMENTAL
PROTECTION AGENCY-REG. II
2007 SEP -5 PM 12:17
REGIONAL HEARING
CLERK

-----X
: In the Matter of : **CONSENT AGREEMENT**
: : **AND**
: **U.S. CASTINGS CORPORATION** : **FINAL ORDER**
: :
: Respondent. : **DOCKET NUMBER**
: **EPCRA-02-2007-4108**
: Proceeding under Section 325(c) of :
: Title III of the Superfund :
: Amendments and Reauthorization Act :
-----X

PRELIMINARY STATEMENT

This administrative proceeding for the assessment of a civil penalty was instituted pursuant to Section 325(c) of Title III of the Superfund Amendments and Reauthorization Act, 42 U.S.C. §11001 et seq. [also known as the Emergency Planning and Community Right-to-Know Act of 1986 (hereinafter, "EPCRA")]. The "Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Etc." (40 C.F.R. Part 22 (July 1, 2000)), provide in 40 C.F.R. §22.13(b) that when the parties agree to settle one or more causes of action before the filing of an Administrative Complaint, a proceeding may be simultaneously commenced and concluded by the issuance of a Consent Agreement and Final Order pursuant to 40 C.F.R. §§22.18(b)(2) and (3).

The Director of the Division of Enforcement and Compliance Assistance of the United States Environmental Protection Agency, Region 2 ("EPA or Complainant"), alleges that U.S. Castings Corporation, located at 109 45th Street, Union City New Jersey 07087 violated the requirements of Section 313 of EPCRA (42 U.S.C. §11023) and the regulations promulgated pursuant to that Section, codified at 40 C.F.R. Part 372.

Under Section 313 of EPCRA and 40 C.F.R. §372.22, owners or operators of a facility subject to the requirements of Section 313(b) are required to submit annually, no later than July 1 of each year, a Toxic Chemical Release Inventory Reporting Form R, EPA Form 9350-1 (hereinafter, "Form R"), for each toxic chemical listed under 40 C.F.R. §372.65 and/or 40 C.F.R. §372.28 that was manufactured, imported, processed, or otherwise used during the preceding calendar year in quantities exceeding the established toxic chemical thresholds. The completed and correct Form R is required to be submitted to the Regional Administrator of the EPA and to the State in which the subject facility is located.

As an alternative to the requirements set forth above, pursuant to Section 313(f)(2) of EPCRA (42 U.S.C. §11023(f)(2)), and 40 C.F.R. §372.27, owners or operators of a facility subject to the requirements of Section 313(b), with respect to the manufacture, process or otherwise use of a toxic chemical, may apply an alternate threshold of one million (1,000,000) pounds per year to that chemical if the conditions set forth in 40 C.F.R. §372.27(a) are met. Pursuant to 40 C.F.R. §372.27(b), if the aforementioned alternate threshold for a specific toxic chemical is applicable, such owners or operators, in lieu of filing a Form R therefore, may submit "EPA Toxic Chemical Release Inventory Form A" (EPA Form 9350-2) (formerly the "Certification Statement"; see 59 Fed. Reg. 61488; November 30, 1994). EPA has excluded Persistent Bioaccumulative Toxic Chemicals (PBTs) from eligibility for the "Alternate Threshold for facilities with Low Annual Reportable Amounts." (40 C.F.R. §372.27(e))

EPA and U.S. Castings Corporation agree that settling this matter by entering into this Consent Agreement and Final Order ("CAFO") pursuant to 40 C.F.R. §22.13(b) and 40 C.F.R. §22.18(b)(2) and (3), is an appropriate means of resolving this case without further litigation. This CAFO is being issued pursuant to said provisions of 40 C.F.R. Part 22. No formal or adjudicated Findings of Fact or Conclusions of Law have been made. The following constitutes Complainant's Findings of Fact and Conclusions of Law based upon information EPA had obtained through June 11, 2007.

FINDINGS OF FACT
AND CONCLUSIONS OF LAW

1. Respondent is U.S. Castings Corporation (TRI Facility No.: 07030SCSTN725JE).
2. At all times relevant hereto, Respondent has maintained a facility located at 109 45th Street, Union City, New Jersey 07087 which is the subject of this Consent Agreement and Final Order (hereinafter, "Respondent's facility").
3. Respondent is a "person" within the meaning of Section 329(7) of EPCRA (42 U.S.C. §11049).
4. Respondent is an owner of a "facility" as that term is defined by Section 329(4) of EPCRA (42 U.S.C. §11049(4)) and by 40 C.F.R. §372.3.
5. Respondent is an operator of a "facility" as that term is defined by Section 329(4) of EPCRA (42 U.S.C. §11049(4)) and by 40 C.F.R. §372.3.
6. Respondent's facility has 10 or more "full time employees" as that term is defined by 40 C.F.R. §372.3.
7. Respondent's facility is in Standard Industrial Classification Code 3965.
8. Respondent's facility is in the American Industry Classification System (NAICS) Code 339993.
9. Respondent's facility is subject to the requirements Section 313(b) of EPCRA (42 U.S.C. §11023(b)) and 40 C.F.R. §372.22.
10. Lead (CAS No.: 7439-92-1) is listed under 40 C.F.R. §372.28.
11. The established threshold amount for reporting the Persistent Bioaccumulative Toxic Chemical lead for the 2004 calendar year was 100 pounds. [40 C.F.R. §372.28]
12. Respondent was required to submit a complete and correct Form R report for lead for calendar year 2004 to the Administrator of EPA and to the State of New Jersey by July 1, 2005.
13. Respondent submitted a Form R report to the EPA for processing greater than 3,000 pounds of lead during calendar year 2004 on May 10, 2006. The Form R was 313 days late.
14. Respondent failed to submit, in a timely manner, a complete and correct Form R report for lead for the calendar year 2004 to the Administrator and to the State of New Jersey.

15. Respondent's failure to submit, in a timely manner, a Form R report for lead for the calendar year 2004 constitutes a failure to comply with Section 313 of EPCRA (42 U.S.C. §11023) and with 40 C.F.R. Part 372.

TERMS OF CONSENT AGREEMENT

Based on the foregoing, and pursuant to Section 325(c) of EPCRA, and in accordance with the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Etc., 40 C.F.R. §22.18 (hereinafter, "Consolidated Rules"), it is hereby agreed by and between the parties, and Respondent voluntarily and knowingly agrees as follows:

1. Respondent certifies herein that any and all EPA Toxic Chemical Release Inventory Forms submitted for the above-described violation comply with the requirements of Section 313 of EPCRA and the regulations set forth at 40 C.F.R. Part 372.

2. For the purpose of this proceeding, Respondent: (a) admits the jurisdictional allegations of this Consent Agreement as applied to the facility; and (b) neither admits nor denies the specific factual allegations contained in the Consent Agreement and the Findings of Fact and Conclusions of Law section above.

3. Respondent shall pay by cashier's or certified check, a civil penalty totaling **TWO THOUSAND NINE HUNDRED EIGHTY FIVE DOLLARS (\$2,985.)**, payable to the "Treasurer of the United States of America". The check shall be identified with a notation of the name and docket number of this case, set forth in the caption on the first page of this document.

The check shall be mailed to:

EPA Region 2 (Regional Hearing Clerk)
P.O. Box 360188M
Pittsburgh, Pennsylvania 15251

Respondent shall also send a copy of this payment to each of the following:

Ms. Karen Maples, Regional Hearing Clerk
Office of the Regional Hearing Clerk
U.S. Environmental Protection Agency -Region 2
290 Broadway, 16th Floor (1631)
New York, New York 10007-1866

and

Kenneth S. Stoller, P.E., QEP, DEE, Chief
Pesticides and Toxic Substances Branch
U.S. Environmental Protection Agency - Region 2
2890 Woodbridge Avenue, Bldg. 10, MS-105
Edison, New Jersey 08837

4. Payment must be received at the above address on or before 45 calendar days after the date of signature of the Final Order at the end of this document (the date by which payment must be received shall hereafter be referred to as the "due date").

a. Failure to pay the penalty in full according to the above provisions will result in the referral of this matter to the U.S. Department of Justice for collection.

b. Further, if payment is not received on or before the due date, interest will be assessed, at the annual rate established by the Secretary of the Treasury pursuant to 31 U.S.C. §3717, on the overdue amount from the due date through the date of payment. In addition, a late payment handling charge of \$15.00 will be assessed for each 30 day period (or any portion thereof) following the due date in which the balance remains unpaid.

c. A 6% per annum penalty also will be applied on any principal amount not paid within 90 days of the due date.

SUPPLEMENTAL ENVIRONMENTAL PROJECT

5. Respondent agrees to undertake the following Supplemental Environmental Project ("SEP") which the parties agree is intended to reduce the amount of lead as hazardous waste at the facility and in so doing secure significant environmental or public health protection and improvements:

a. Within two months of receiving a copy of this Agreement signed by the Regional Administrator, Respondent shall purchase a wastewater evaporator as specified in Attachment 1. The unit uses gas as a fuel to heat the process wastewater stream thus evaporating the water which makes up about 97% by weight of the hazardous waste stream. This will permit better control of plant generated lead waste, currently addressed with a pH control system.

b. Within 4 months of receiving a copy of this Agreement signed by the Regional Administrator, Respondent shall install and begin operation of the new system described above. Respondent has agreed to operate this system for a period of two (2) years from the start date.

c. Respondent hereby certifies that, as of the date of this Consent Agreement and Final Order, 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 agreement, grant, or as injunctive relief in this or any other case or in compliance with state or local requirements. Respondent further certifies that Respondent has not received, and is not presently negotiating to receive, credit in any other enforcement action for the SEP.

c. The total expenditure for the SEP shall be not less than \$28,919.

d. Whether Respondent has complied with the terms of this Consent Agreement and Final Order through implementation of the SEP project as herein required shall be the sole determination of EPA.

6. a. Respondent shall submit an interim SEP Completion Report to EPA on or by one year of receiving a copy of this Agreement signed by the Regional Administrator. The report shall contain the following information:

- (i) A detailed description of the SEP as implemented;
- (ii) A description of any operating problems encountered and the solutions thereto;
- (iii) Itemized costs, documented by copies of purchase orders and receipts or canceled checks;
- (iv) Certification that the SEP has been fully implemented pursuant to the provisions of this Consent Agreement and Final Order; and
- (v) A description of the environmental and public health benefits resulting from implementation of the SEP (with quantification of the benefits and pollutant reductions, if feasible).

b. Respondent shall submit a SEP Completion Report to EPA on or by two years of receiving a copy of this Agreement signed by the Regional Administrator. The report shall contain and finalize the above information.

c. Respondent agrees that failure to submit the SEP Completion Report or any Periodic Report required by subsection (a) above shall be deemed a violation of this Consent Agreement and Final Order, and Respondent shall become liable for stipulated penalties pursuant to paragraph 10, below.

7. Respondent agrees that EPA may inspect the facility at any time in order to confirm that the SEP was carried out as agreed above.

8. Respondent shall maintain legible copies of documentation for any and all documents or reports submitted to EPA pursuant to this Consent Agreement and Final Order, and Respondent shall provide the documentation of any such data to EPA within seven days of a request for such information. In all documents or reports, including, without limitation, the SEP Report, submitted to EPA pursuant to this Consent Agreement and Final Order, 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.

9. a. Following receipt of each SEP Report described in paragraph 6, above, EPA will do one of the following:

- (i) Accept the report;
- (ii) Reject the SEP Report, notify Respondent in writing of deficiencies in the SEP Report and grant Respondent an additional thirty (30) days in which to correct any deficiencies; or

b. If EPA elects to exercise option (ii) or (iii) above, EPA shall permit Respondent the opportunity to object in writing to the notification of deficiency or disapproval 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. If agreement cannot be reached on any such issue within this thirty (30) day period, EPA shall provide a written statement of its decision 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 such deficiency or failure to comply with the

terms of this Consent Agreement and Final Order. 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 10 herein.

10. a. In the event that Respondent fails to comply with any of the terms or provisions of this Consent Agreement and Final Order relating to the performance of the SEP described in paragraph 5, 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 5 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 paragraph 9, Respondent shall pay a stipulated penalty to the United States in the amount of \$8,955.

(ii) If the SEP is not completed satisfactorily, but 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 pay any stipulated penalty.

(iii) If the SEP is satisfactorily completed, but 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 determined as follows:

$$\text{Stipulated penalty} = [1 - \frac{\text{\$amount SEP cost expended}}{\$28,919}] \times \$8,955$$

(iv) If the SEP is satisfactorily completed, and Respondent spent at least 90 percent of the amount of money which was required to be spent was expended on the SEP, Respondent shall not pay any stipulated penalty.

(v) For failure to submit the SEP Completion Report required by paragraph 6 above, Respondent shall pay a stipulated penalty in the amount of \$100. for each day after each respective due date until the report is submitted.

b. The determinations of whether the SEP has been satisfactorily completed, whether Respondent has made a good faith timely effort to implement the SEP and/or whether the reason for submitting a late completion report is acceptable shall be in the sole discretion of EPA.

c. Stipulated penalties for subparagraph (iii) 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 within fifteen (15) days of receipt of written demand by EPA for such penalties. Method of payment shall be in accordance with the provisions of paragraph 3. Interest and late charges shall be paid as stated in paragraph 3 herein.

11. Complainant at its discretion may waive any stipulated penalties specified above.

12. Any public statement, oral or written, 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, 42 U.S.C. § 11023 and regulations pursuant to that Section, 40 C.F.R. Part 372."

13. a. If any event occurs which causes or may cause delays in the completion of the SEP as required under this Agreement, Respondent shall notify EPA in writing within 10 days of the delay or Respondent's knowledge of the anticipated delay, whichever is earlier. The notice shall describe in detail the anticipated length of delay, the precise cause of delay, the measures taken by Respondent to prevent or minimize delay, and the timetable by which those measures will be implemented. Respondent shall adopt all reasonable measures to avoid or minimize any such delay. Failure by Respondent to comply with the notice requirements of this paragraph shall render this paragraph void and of no effect as to the particular incident involved and constitute a waiver of Respondent's right to request an extension of its obligation under this Agreement based on such incident.

b. If the parties agree that the delay or anticipated delay in compliance with this Agreement has been or will be caused by circumstances entirely beyond the control of Respondent, the time for performance hereunder may be extended for a period no longer than the delay resulting from such circumstances. In such event, the parties shall stipulate to such extension of time.

c. In the event that EPA does not agree that a delay in achieving compliance with the requirements of this Agreement has been or will be caused by circumstances beyond the control of Respondent, EPA will notify Respondent in writing of its decision and any delays in completion of the SEP shall not be excused.

d. The burden of proving that any delay is caused by circumstances entirely beyond the control of Respondent shall rest with Respondent. Increased cost or expenses associated with the implementation of actions called for by this Agreement shall not, in any event, be a basis for changes in this Agreement or extensions of time under section (b) of this paragraph. Delay in achievement of one interim step shall not necessarily justify or excuse delay in achievement of subsequent steps.

14. Respondent certifies that it will not claim as a deduction or charitable contribution or capitalize or otherwise take any credit for the purposes of federal, state, or local taxes for the monies expended in the performance of the SEP.

15. This Consent Agreement is being voluntarily and knowingly entered into by the parties in full and final settlement of the civil liabilities that might have attached as a result of the allegations contained in the Complaint. Respondent has read the Consent Agreement, understands its terms, finds it to be reasonable and consents to the issuance and its terms. Respondent consents to the issuance of the accompanying Final Order. Respondent agrees that all terms of settlement are set forth herein.

16. Respondent explicitly and knowingly consents to the assessment of the civil penalty as set forth in this Consent Agreement and agrees to pay the penalty in accordance with the terms of this Consent Agreement.

17. Respondent explicitly waives its right to request or to seek any Hearing on the Complaint or any of the allegations therein asserted, on this Consent Agreement or on the Findings of Fact and Conclusions of Law herein, or the accompanying Final Order.

18. Respondent waives any right it may have pursuant to 40 C.F.R. § 22.08 to be present during discussions with or to be served with and to reply to any memorandum or communication addressed to the Regional Administrator or the Deputy Regional Administrator where the purpose of such discussion, memorandum, or communication is to discuss a proposed settlement of this matter or to recommend that such official accept this Consent Agreement and issue the attached Final Order.

19. This Consent Agreement and Final Order does not waive, extinguish, or otherwise affect respondent's obligation to comply with all applicable provisions of EPCRA and the regulations promulgated thereunder.

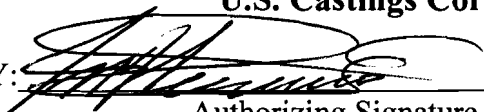
20. Each undersigned signatory to this Consent Agreement certifies that he or she is duly and fully authorized to enter into and ratify this Consent Agreement and all the terms and conditions set forth in this Consent Agreement.

20. Each party hereto agrees to bear its own costs and fees in this matter.

21. Respondent consents to service upon Respondent by a copy of this Consent Agreement and Final Order by an EPA employee other than the Regional Hearing Clerk.

RESPONDENT:

U.S. Castings Corporation

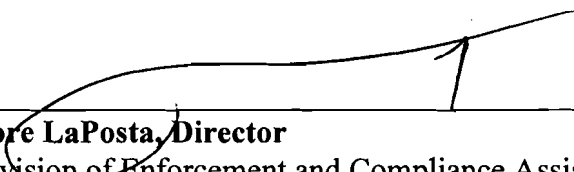
BY: 
Authorizing Signature

NAME: MARIO A Herrera
(PLEASE PRINT)

TITLE: President

DATE: 8-3-07

COMPLAINANT:


Dore LaPosta, Director
Division of Enforcement and Compliance Assistance
U.S. Environmental Protection Agency - Region 2
290 Broadway
New York, New York 10007

*Patrice Drape
for DL*

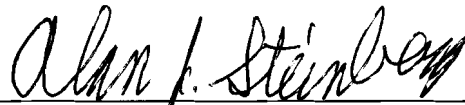
DATE: AUGUST 10, 2007

In the Matter of U.S. Castings Corporation
Docket Number EPCRA-02-2007-4108

FINAL ORDER

The Regional Administrator of the U.S. Environmental Protection Agency, Region 2, ratifies the foregoing Consent Agreement. The Agreement entered into by the parties in full settlement of EPA's Complaint bearing **Docket No. EPCRA-02-2007-4108, issued In the Matter of U.S. Castings Corporation** is hereby approved, incorporated herein, and issued as an Order. The effective date of this Order shall be the date of filing with the Regional Hearing Clerk, U.S. EPA Region 2, New York, New York.

DATE: 8-27-07



Alan J. Steinberg
Regional Administrator
U.S. Environmental Protection Agency - Region 2
290 Broadway
New York, New York 10007

U.S. CASTINGS CORPORATION

Docket Number: EPCRA-02-2007-4108

ATTACHMENT 1

SUPPLEMENTAL ENVIRONMENTAL PROJECT

HART ENVIRONMENTAL SERVICES

Ms. Mary Ann Kowalski
US Environmental Protection Agency
TRI Program Enforcement Coordinator
2890 Woodbridge Ave (MS-105)
Edison, NJ 08837

P.O. BOX 309
CRANBURY, NJ 08512
(609) 655-5807
FAX (609) 655-5567

May 23, 2007

Ref: JARCO, Inc
US Castings Corp
Union City, NJ

Dear Ms. Kowalski:

This is a follow-up to my FAX to you dated May 22, 2007.

I went to JARCO on May 18th and had a meeting with Mr. M. Nasim Ismailzada (his business card was FAX attachment).

Nasim and I have worked together for a number of years. He works with the company once per week as a primary engineering consultant. I have worked with him periodically on air pollution, pollution prevention and RTK permits and reports.

We reviewed the material that you sent to me by mail. After talking we realized that there were several annual costs related to the proposed evaporator that we had not considered. Two are labor costs and the other is fuel consumption. Please review the following calculations:

1. Weekly cost of engineering consultant to monitor and adjust operational characteristics of water evaporator:

Estimate 2 hr/wk, 48 wk/yr @ weekly cost of \$250.

$$(48 \text{ wk/yr})(\$250./\text{wk}) = \$12,000 \text{ per yr}$$

2. Workman to physically remove sludge from unit and transfer to drum(s) for disposal as hazardous waste:

Estimate 1 hr/dy, 3 dy/wk @ \$15./hr

$$(3 \text{ hr/wk})(48 \text{ wk/yr})(\$15./\text{hr}) = \$2,160 \text{ per yr}$$

3. Cost of natural gas to operate the evaporator:

According to specifications for the Water Eater (previously submitted to you) the Model 120G has a fuel consumption rate of 200,000 BTU/hr, auto fill rate of 12 GPH.

We estimate the need to process 100 to 150 GPD of waste water. Conservatively,

$$(12 \text{ gal/hr})(8 \text{ hr/dy}) = 96 \text{ gal/dy, or about } 100 \text{ gal/dy}$$

$$(8 \text{ hr/dy})(200,000 \text{ BTU/hr}) = 1.6 \text{ MMBTU/dy}$$

$$(1.6 \text{ MMBTU/dy})(5 \text{ dy/wk}) = 8.0 \text{ MMBTU/wk}$$

$$1 \text{ therm} = 100,000 \text{ BTU}$$

$$8.0 \text{ MMBTU/wk} / 0.1 \text{ MMBTU/therm} = 80 \text{ therm/wk}$$

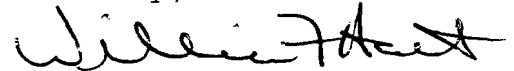
A typical gas bill from PSE&G rates the distribution cost @ \$0.2612 per therm

$$(80 \text{ thm/wk})(48 \text{ wk/yr})(\$0.2612/\text{thm}) = \$1003. \text{ per yr}$$

In conclusion, we are offering this additional data for consideration in your SEP modeling. Please rerun the model and contact me with the results.

Thank you for your continued cooperation in this matter.

Sincerely,



William F. Hart

c: M. Nasim Ismailzada, JARCO
M. Herrera, JARCO



24-hour customer service
1 800 436-PSEG(7734)

Visit our
website
www.pseg.com

Inquiries by mail
PSE&G
PO Box 14444
New Brunswick NJ 08906-4444

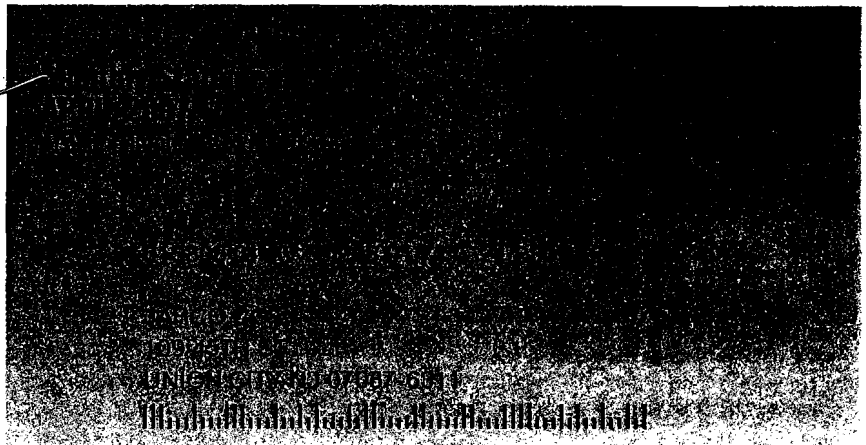
Important Dates

Your payment is due
April 27, 2007.

Your next meter reading is
scheduled for May 10.

If you'll be away on your meter
reading day, you can assure
accurate billing anyway. Call our
toll-free record-a-reading number 1
800 542-0051, one day early.

Meter reading scheduling
1 800 722-0254



Account Summary

PSE&G balance from last bill	\$5,047.86
Payment received Mar 30 - Thank You!	-5,047.86
Current PSE&G - Gas	1,127.12
Current PSE&G - Electric	2,103.45
Total Amount Due On Apr 27, 2007	\$3,230.57

The safety of our employees is important to us. Please put dogs and other animals behind closed doors when our employees visit your home.

Interested in supporting electricity generated from clean renewable sources? For more information, see the enclosed Clean Power Choice Program insert, or visit NJCleanPower.com

33814
4/25/07
3230

1167
APR 10 2007



PSE&G Gas

Usage	Meter 2641101	Charges	Rate - GLP
Actual reading Apr 11	9683	Delivery	
Actual reading Mar 12	8889	Service charge	\$10.07
Difference	794	Distribution charge	830.848 therms @ \$0.2612300 217.04
Conversion to CCF	x 1.0120	Societal Benefits	830.848 therms @ \$0.04619370 38.38
CCF total	803.528	Total Delivery	\$265.49
Conversion to therms	x 1.03400	Supply*	
Total therms	830.848	BGSS Commodity	830.848 therms @ \$1.03704890 861.63
		Total Supply	\$861.63

Total gas charges \$1,127.12

A history of PSE&G's monthly Basic Gas Supply Service (BGSS) prices are located on our website at www.pseg.com.

PSE&G Electric

Usage	Meter 678003412	Charges	Rate - GLP
Actual reading Apr 11	77911	Delivery	
Actual reading Mar 12	77357	Service charge	\$4.27
Difference	554	Distribution charges	
Meter multiplier	30	Annual Demand	82.50 kW @ \$3.894060606 321.26
Total kWh	16620	kWh charges	16620 kWh @ \$0.007134176 118.57
Distribution Demands		Societal Benefits	16620 kWh @ \$0.005634175 93.64
Annual Demand kW	82.50	Securitization Transition	16620 kWh @ \$0.009839951 163.54
Measured Demands		Sub-Total Delivery	\$701.28
Demand kW	82.50	Supply*	
Constant	30	BGS Capacity	
Supply Capacity		Generation	73.00 kW @ \$0.163150684 11.91
Generation kW	73.00	Transmission	72.51 kW @ \$1.774789684 128.69
Transmission kW	72.51	BGS Energy	
		Charges	16620 kWh @ \$0.075906739 1,261.57
		Sub-Total Supply	\$1,402.17

Total electric charges \$2,103.45

*The total supply amount (\$1,402.17) is your Price to Compare for this month should you consider another electric supplier for these services. Your Price to Compare varies each month depending upon your usage pattern.



HART ENVIRONMENTAL SERVICES

Ms. Mary Ann Kowalski
US Environmental Protection Agency
TRI Program Enforcement Coordinator
2890 Woodbridge Ave (MS-105)
Edison, NJ 08837

P.O. BOX 309
CRANBURY, NJ 08512
(609) 655-5807
FAX (609) 655-5567

March 19, 2007

Ref: JARCO, Inc
US Castings Corp
Union City, NJ

Dear Ms. Kowalski:

This is in reply to our conversation last week regarding your questions about my March 8, 2007 letter.

Attached is an invoice which clarifies that the agreed upon purchased price is \$11,200. The installation is \$2,000. as previously indicated.

JARCO has estimated that the current annual disposal cost associated with this waste stream is \$7000. If the evaporator is installed and utilized the cost would be \$3000. The net savings per year would be \$4,000.

Please contact me if further clarification is needed.

Thank you for your continued cooperation.

Sincerely,



William F. Hart

attachment:

c: M. Herrera, JARCO
M. Nasim Ismailzada, JARCO

Bart & Associates

1100 Dover Drive
 Kingsport, TN 37664
 (423) 343-7552 ; (423) 343-7553 Fax
 www.bartassociates.com

Invoice

DATE	INVOICE #
1/30/2007	31250

BILL TO
Trident Lease Funding, LLC 5201 Olympic Drive NW, Suite 210 Gig Harbor, WA 98335

SHIP TO
Jarco-U.S. Castings Corp. 109 45th Street Union City, NJ 07087

P.O. NUMBER	TERMS	SHIP	VIA	F.O.B.
PO12307	see below	3/6/2007	Best Way	Union City

QUANTITY	ITEM CODE	DESCRIPTION	PRICE EACH	AMOUNT
1	120G	Water Eater Model 120G natural gas fired evaporator, 316L stainless steel; with Auto-Fill System ** \$2,800.00 deposit required before processing order. Order on hold pending receipt of deposit. Remaining balance, \$8,400.00 net 30 days. Out-of-state sale, exempt from sales tax	11,200.00	11,200.00
			0.00%	0.00

For Acknowledgement Purposes Only. Please let me know if we can help you with this. Thank You.	Total	\$11,200.00
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HART ENVIRONMENTAL SERVICES

Ms. Mary Ann Kowalski
US Environmental Protection Agency
TRI Program Enforcement Coordinator
2890 Woodbridge Ave (MS-105)
Edison, NJ 08837

P.O. BOX 309
CRANBURY, NJ 08512
(609) 655-5807
FAX (609) 655-5567

March 8, 2007

Ref: JARCO, Inc
US Castings Corp
Union City, NJ

Dear Ms. Kowalski:

I am writing to you on behalf of the reference company regarding the outstanding TRI violation.

It is my understanding based on our telephone conversations that your office is designated to negotiate a settlement with TRI companies on behalf of the EPA Region II office in New York City.

As I indicated to you I have worked with JARCO for many years and know that they are aware of the environmental issues associated with the use of lead. In this regard they have researched the possible purchase and use of a new sludge dewatering unit.

I will address the key items that are of interest to you.

1. Included is a four-page attachment with specifications and a draft invoice which documents the projected purchase price. Please note that this is only under consideration and no final committment has been made;
2. The unit is a wastewater evaporator which uses gas as a fuel to heat the process wastewater stream. This operation evaporates water which makes up about 97% by weight of the hazardous waste. JARCO believes that its use will greatly reduce the weight and volume of this waste stream.

Its use will allow the technician to have better control over the waste treatment process. At present, they utilize a pH control system that requires much reliance on the tech operator to make fine chemical adjustments as needed.

3. In addition to the purchase price given in the attachment they estimate that labor and installation will be an additional \$2000.
4. The installation of this device is entirely the discretion of the company and as stated before, reflects their ongoing efforts to reduce the possible environmental impacts of lead.
5. They believe that it will significantly reduce the current annual cost of waste removal. However, I do not have a dollar value at this moment.

In summary, I trust that this information will be helpful to you in our mutual efforts to reach a satisfactory agreement in this matter.

Please contact me if you have any questions and advise as to the next steps in the process.

Thank you for your continuing cooperation.

Sincerely,

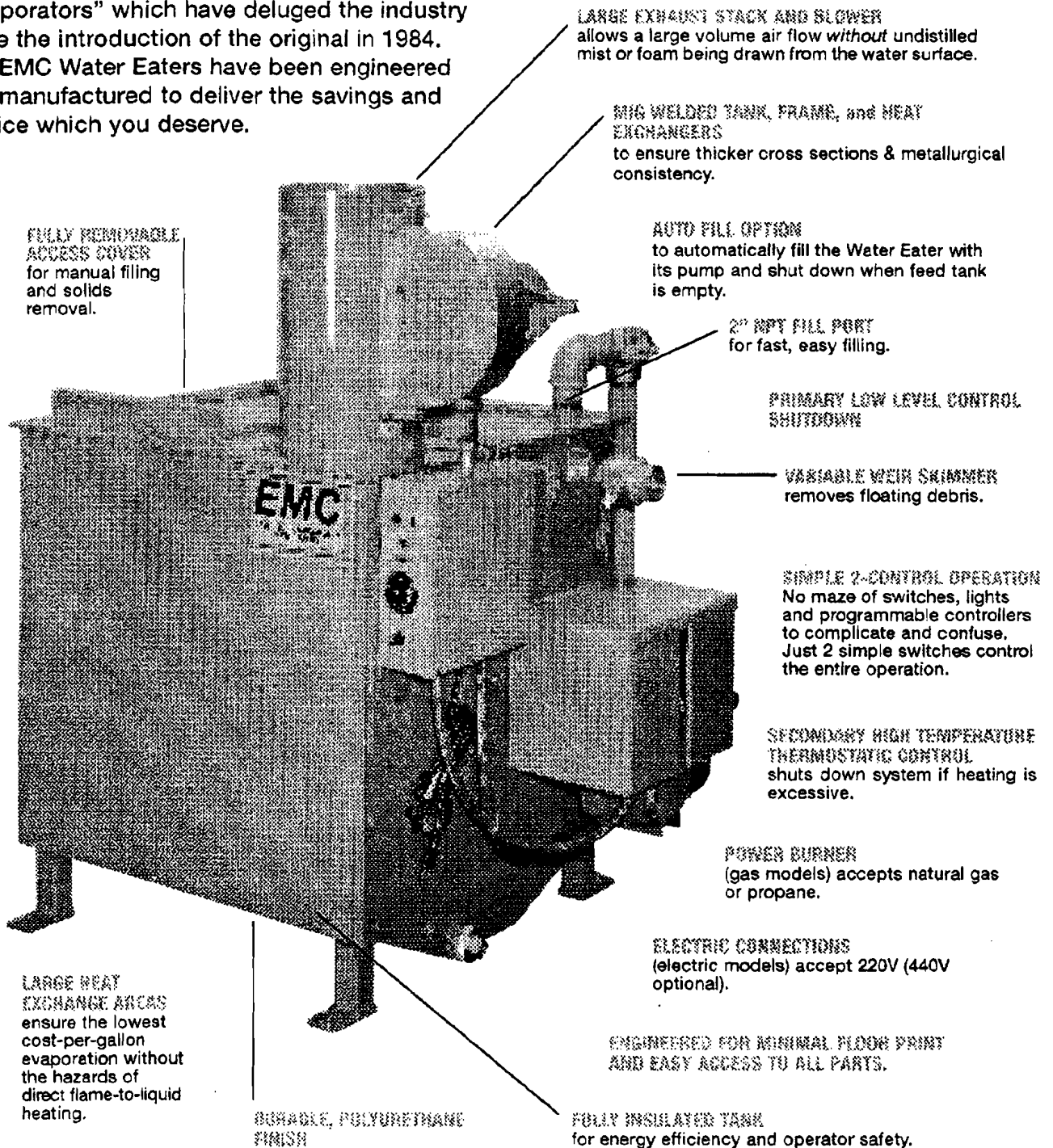


William F. Hart

c: M. Herrera, JARCO
M. Nasim Ismailzada, JARCO

EMC® WATER EATER®

Should not be confused with the many copycat "evaporators" which have deluged the industry since the introduction of the original in 1984. The EMC Water Eaters have been engineered and manufactured to deliver the savings and service which you deserve.



FULLY REMOVABLE ACCESS COVER for manual filling and solids removal.

LARGE EXHAUST STACK AND BLOWER allows a large volume air flow *without* undistilled mist or foam being drawn from the water surface.

MIG WELDED TANK, FRAME, and HEAT EXCHANGERS to ensure thicker cross sections & metallurgical consistency.

AUTO FILL OPTION to automatically fill the Water Eater with its pump and shut down when feed tank is empty.

2" NPT FILL PORT for fast, easy filling.

PRIMARY LOW LEVEL CONTROL SHUTDOWN

VARIABLE WEIR SKIMMER removes floating debris.

SIMPLE 2-CONTROL OPERATION No maze of switches, lights and programmable controllers to complicate and confuse. Just 2 simple switches control the entire operation.

SECONDARY HIGH TEMPERATURE THERMOSTATIC CONTROL shuts down system if heating is excessive.

POWER BURNER (gas models) accepts natural gas or propane.

ELECTRIC CONNECTIONS (electric models) accept 220V (440V optional).

ENGINEERED FOR MINIMAL FLOOR PRINT AND EASY ACCESS TO ALL PARTS.

FULLY INSULATED TANK for energy efficiency and operator safety.

LARGE HEAT EXCHANGE AREAS ensure the lowest cost-per-gallon evaporation without the hazards of direct flame-to-liquid heating.

SCRUBBLE, POLYURETHANE FINISH

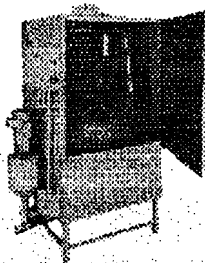
**ONE YEAR WARRANTY ON PARTS AND WORKMANSHIP
PROVEN IN OVER 2000 INSTALLATIONS**

EMC®

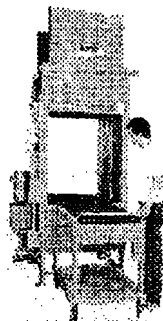
WATER EATER® SPECIFICATIONS

	85E	125E	120G	240G	375G
MAX. EVAPORATION RATE*					
BATCH FILL Gallons (Liters) Per Hour	6(22)	14(53)	17(64)	26(98)	55(208)
AUTO FILL Gallons (Liters) Per Hour	4(15)	10(37)	12(45)	18(68)	40(151)
SPECIFICATIONS					
TANK CAPACITY Gallons (Liters)	85(322)	125(473)	120(454)	240(908)	375(1420)
HEAT ENERGY	11,400	27,000	200,000	285,000	400,000
	Watts	Watts	BTU	BTU	BTU
HEAT EXCHANGER	Thru-Floor	Elevated	6 1/2" Dia. x 81"	6 1/2" Dia. x 141"	6 1/2" Dia. x 381"
SLUDGE CAPACITY	5 Gallons	32 Gallons	32 Gallons	64 Gallons	64 Gallons
SOLIDS CLEAN OUT ACCESS	19" x 22 1/2"	17" x 29"	17" x 29"	29" x 40"	29" x 40"
LIQUID DRAINS	2" NPT	2" NPT	2" NPT	2" NPT	2" NPT
TANK FLOOR CONSTRUCTION	3/8" Plate	12 Gauge	12 Gauge	12 Gauge	12 Gauge
		Funneled	Funneled	Funneled	Funneled
VENT STACK DIAMETER	6"	10"	10"	10"	16"
TANK FILL PORT	2" NPT	2" NPT	2" NPT	2" NPT	2" NPT
VARIABLE WEIR SKIMMER	2" NPT	2" NPT	2" NPT	2" NPT	2" NPT
UTILITIES					
ELECTRICAL (Volts/Phase/Amps)	240/3/40 (240/1/50) (480/3/20)	240/3/68 480/3/34	120/1/13	120/1/13	120/1/13
GAS INLET (Natural or Propane)	-----	-----	3/4" NPT, 7"-14" W.C.	3/4" NPT, 7"-14" W.C.	3/4" NPT, 7"-14" W.C.
DIMENSIONS:					
FLOOR SPACE (w/Optional Fill Pump/AFS)	23" x 41" (33" x 41")	35" x 38" (45" x 38")	35" x 43" (45" x 43")	35" x 73" (45" x 73")	35" x 73" (45" x 73")
OVERALL HEIGHT	44"	54"	54"	54"	77"
TANK HEIGHT (Floor to Top of Tank)	30"	36"	36"	36"	54"
SHIPPING WEIGHT lbs(kg)	450(204)	600(272)	700(317)	800(363)	1100(500)
<ul style="list-style-type: none"> * Rates based on evaporation of water only. May vary with wastestream and environmental conditions. EMC reserves the right to change specifications without notice. This product is protected under U.S. Patents No 5, 772, 843 & 5, 730, 872. The Water Eater is not designed for combustible materials. 					

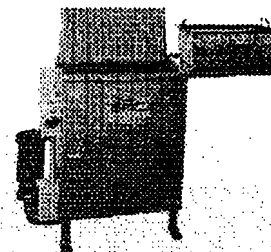
Other Quality Engineered and Manufactured Products of EMC®



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ENCON

Water Heating Equipment Systems Ph. 603-624-5110

PSI WATER SYSTEMS, INC.

Gas/Propane Heated System Flow Diagram

When activated, the burner(s) will fire into the cylindrical combustion chamber of the heat exchanger. The hot gases travel past the vertical tubes inside the heat exchanger until they reach the insulated chimney outside the evaporator tank.

Click for Details

Once in the chimney, the flue gases are combined with the ambient air draw by the exhaust blower. This preheated air is drawn across the surface of the boiling water and along with the water vapor is drawn through the mist eliminator, up the stack, and is exhausted outside the building.

[Return to Process Description](#)

Other Heat Source Flow Diagrams/Descriptions

[Electric Flow Diagram](#)
[Waste Oil/Oil/Diesel/Kerosene Flow Diagram](#)
[Steam Flow Diagram](#)

PSI WATER SYSTEMS, INC.
 97 Eddy Road Unit 6
 Manchester, NH 03102-3226
 Phone: (603) 624-5110
 Fax: (603) 627-9520

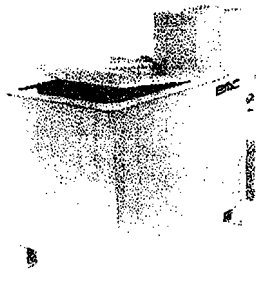
To read what our customers have to say about us [Click here >>](#)

WATER EATER® Model 120G

Wastewater Evaporator - Gas

PRODUCT DESCRIPTION

The Model 120G is a natural gas or propane heated wastewater evaporator designed for the small to medium size generator of wastewaters. Typical applications include minimizing waste fluids from machining and grinding operations, parts washer solutions, compressor condensate,

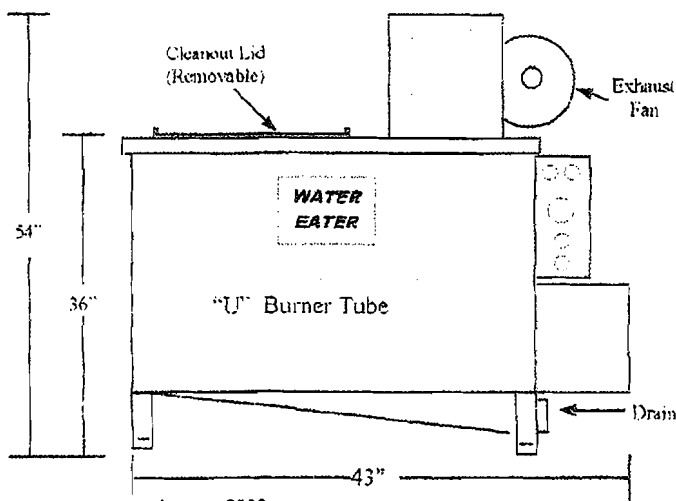


mop waters, die cast solutions, scrubber waters, paint & ink washups, photographic solutions, and many other water-based wastestreams. The unit comes in two models, the Model 120G Carbon Steel version and the Model 120G-SS 316L Stainless Steel version. Installation is simple consisting of a 110V electrical hookup, a 10" diameter vent stack, and a 3/4" gas line. The

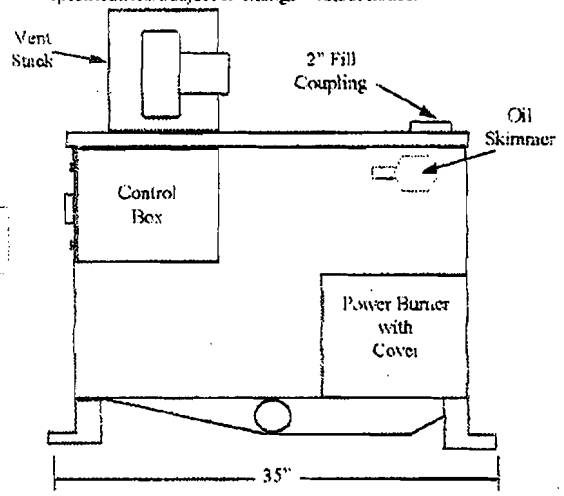
system can be filled in three different methods: (1) Plumb the feed source into the supplied 2" coupling; (2) Remove the lid and manually fill; or (3) an optional self priming fill pump. An auto-fill option is available for automatic filling from a holding tank or sump. The Auto-Fill and Fill Pump options include a unique diverter valve which allows the pump to be used to remove the concentrated waste from the evaporator. After an initial heat up time of approximately one hour, the Model 120G will evaporate up to 12 to 17 gallons per hour of water. The system automatically shuts down when a low liquid level is reached. A high temperature thermostat provides a secondary redundant shutdown. When a cycle is completed the liquid waste material can either be drained via a 2" drain opening or pumped out. To facilitate solids removal, the tank cover is removable, the tank top is a convenient 30" waist height, and the floor is funneled to one side. The perimeter mounted "U" shape burner tube provides 12" of cleanout access space between the tubes.

PRODUCT SPECIFICATIONS

MAXIMUM EVAP. RATE	17 Gallons/Hour (64 l/h): Batch Fill 12 Gallons/Hour (45 l/h): Auto Fill
TANK CAPACITY	120 Gallons (454 Liters)
TANK CONSTRUCTION	Carbon Steel - 12 Gauge or 316L Stainless Steel - 12 Gauge (Special Alloys Available) 1" Insulation w/16 Gauge Skin
HEAT EXCHANGER	6.5" Schedule 10 (13.0 Square Foot Heating Surface) "U" Shape w/ 12" cleanout access
TANK HEIGHT	36" Top Frame
TANK COVER	3/8" Plate Support Frame; Removable Cover for Solids Cleanout (17" x 29")
FLOOR & DRAIN	Funnel Floor w/2" Liquid Drain
VENT STACK	10" Diameter
BURNER	Power Burner w/ Electronic Ignition; Natural Gas or Propane 200,000 BTU
UTILITIES	120 VAC/13A /60 HZ 3/4" Gas Line (7" to 14" W.C.)
DIMENSIONS	35"W x 43"L x 54" H
SAFETY SYSTEMS	Low Liquid Level Shutdown Thermal Bridge™ High Temperature (Patented) Heat Exchanger Surface Temperature Monitor) Positive Air Flow Proving Switch Flame Rectification Switch
OIL REMOVAL	2" Variable Overflow Weir w/2" NPT Outlet (Patented)
WARRANTY	One Year Parts & Workmanship



*Specifications subject to change without notice.



Bart & Associates

1100 Dover Drive
888-355-6004
Kingsport, TN 37664
(423) 343-7553 FAX

MODEL 120G GAS

EVAPORATION RATE	12 GAL./HOUR (Auto Fill Mode) OR 17 GAL./HOUR (Batch Fill Mode)
FUEL SUPPLY	NATURAL GAS OR PROPANE
FUEL USAGE BTU'S/HR.	200,000 BTU/HR.
HEATER TYPE	U-SHAPE BURNER TUBE
WASTEWATER CAPACITY	120 GALLONS
TANK MATERIAL	316L STAINLESS STEEL
HEATER TUBES	316L STAINLESS STEEL, 6.5" OD SCEDULE 10
TANK INSLATION	1" INSULATION
VENT STACK	10"
SLOPED BOTTOM	STANDARD
2" BOTTOM DRAIN	STANDARD
HIGH TEMP. SHUTDOWN	STANDARD
OIL REMOVAL	ADJUSTABLE OVERFLOW WEIR
AUTO-FILL PUMP & CONTROLS	<u>STANDARD</u>
LOW WATER SHUTDOWN	STANDARD
DIMENSIONS	43" L x 35" W x 54" H

DELIVERED PRICE WITH AUTO FILL \$ 11,200.00 EACH

DELIVERED PRICE WITH MANUAL PUMP \$ 10,050.00 EACH

DELIVERED PRICE W/O FILL SOURCE \$ 9,500.00 EACH

* Hose assembly adder: + \$ 250.00 on all models ; includes 20' x 1 1/4" vacuum hose with quick disconnect fittings, foot valve, and strainer for transferring sludge/waste into drums.

Systems include: 316L Stainless Steel Evaporator Unit with Auto Fill Package (Pump & Controls) and a separate wastewater holding tank or sump (supplied by customer). The Auto-Fill Package is for automatic filling of the evaporator unit; the 70 gpm self priming pump fills the evaporator unit from the holding tank, until the level reaches the upper limit level switch, which turns off the pump. The evaporator heater then automatically turns on and the evaporation cycle begins. When enough water is evaporated, the level reaches the lower limit level switch, which turns off the heater, and then turns on the pump to begin the filling cycle again.

DELIVERY: Ship in Approx. 4-6 weeks

FREIGHT: FOB-- Factory ; NO CHARGE for freight

TERMS: Visa/MC, wire transfer or net 30 days with approved credit (25% down)

In the Matter of U.S. Castings Corporation

Docket No. EPCRA-02-2007-4108

CERTIFICATE OF SERVICE

I certify that I have this day caused to be sent the Foregoing fully executed CONSENT AGREEMENT and FINAL ORDER, bearing the above-referenced Docket Number, in the following manner to the respective addressees below:

Original and One Copy
by Interoffice Mail:

Ms. Karen Maples, Regional Hearing Clerk
Office of the Regional Hearing Clerk
U.S. Environmental Protection Agency -Region 2
290 Broadway, 16th Floor (1631)
New York, New York 10007-1866

Copy by Certified Mail,
Return Receipt Requested:

Mr. Mario Herrera, President
U.S. Castings Corporation
109 45th Street
Union City, New Jersey 07087

Copy by Mail:

Mr. Andrew Oppermann, EPCRA Program
State of New Jersey Department of Environmental Protection
Division of Environmental Safety and Health
Office of Pollution Prevention and Right To Know
22 S. Clinton Avenue, 3rd Floor
P.O. Box 443
Trenton, New Jersey 08625-0443

Mr. William F. Hart
Hart Environmental Services
P.O. Box 309
Cranbury, New Jersey 08512

Dated: **AUG 30 2007**



Mary Ann Kowalski, MS, MPH
Pesticides and Toxic Substances Branch
U.S. Environmental Protection Agency - Region 2
2890 Woodbridge Avenue (MS-105)
Edison, New Jersey 08837