

**UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY  
REGION 4**

IN THE MATTER OF: ) Docket Number: RCRA-04-2006-4022  
)  
McPherson Oil Company, Inc. ) Proceeding under Section 3008(a)  
d/b/a/ McClean Fuels ) of the Resource Conservation and  
2125 Kingston Highway ) Recovery Act, 42 U.S.C. § 6928(a)  
Kingston, Tennessee 37763 )  
)  
EPA ID No.: TNR 000 019 398 )  
)  
Respondent )  
\_\_\_\_\_ )

HEARING CLERK

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**CONSENT AGREEMENT**

**I. NATURE OF THE ACTION**

1. The United States Environmental Protection Agency (EPA) filed a Complaint on September 28, 2006, against McPherson Oil Company, Inc. (Respondent), pursuant to Section 3008(a)(1) of the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6928(a)(1), as amended, and the "Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, and the Revocation, Termination or Suspension of Permits," found at 40 C.F.R. Part 22.
2. Complainant is the Chief, RCRA and OPA Enforcement and Compliance Branch, RCRA Division, United States Environmental Protection Agency, Region 4.
3. Respondent is McPherson Oil Company, Inc., a corporation organized under the laws of the State of Alabama and doing business under the name McClean Fuels, at 2125 Kingston Highway, Kingston, Tennessee 37763.
4. Complainant and Respondent have conferred for the purposes of settlement pursuant to 40 C.F.R. § 22.18 and desire to settle this action. Accordingly, before any testimony has been taken upon the pleadings and without any admission of violation or adjudication of any issue of fact or law, Complainant and Respondent have agreed to the execution and entry of this Consent Agreement and the attached Final Order (CA/FO), and Respondent hereby agrees to comply with the terms of this CA/FO.

**II. PRELIMINARY STATEMENTS**

5. Respondent has been served with a copy of the Complaint together with a Notice of Opportunity for Hearing in this matter.

6. For all purposes of this CA/FO, Respondent admits the jurisdictional allegations of the Complaint in this matter pursuant to Section 3008 of RCRA, 42 U.S.C. § 6928.

7. Respondent is a "person" as defined in Section 1004(15) of RCRA, 42 U.S.C. § 6903(15), and 40 C.F.R. § 260.10, and the equivalent Tennessee regulation, Tenn. Comp. R. & Regs. 1200-1-11(2).

8. Respondent is the "owner" and "operator" of a "facility" located at 2125 Kingston Highway, Kingston, Tennessee (the Facility), as those terms are defined in 40 C.F.R. § 260.10 and Tenn. Comp. R. & Regs. 1200-01-11-.01(2)(a).

9. Pursuant to 40 C.F.R. § 22.18(b)(2), Respondent neither admits nor denies the factual allegations contained in the Complaint.

10. Respondent waives the right to a hearing on the allegations in the Complaint and pursuant to 40 C.F.R. § 22.18(b)(2), Respondent waives the right to contest the allegations in the Complaint, and the right to appeal this CA/FO.

11. Pursuant to 40 C.F.R. § 22.18(b)(2), Respondent consents to the assessment of a civil penalty as set forth in Section IV.A. of this CA/FO.

12. Respondent waives the right to challenge the validity of this CA/FO and the settlement of the matters addressed in the Complaint on the basis of any issue related to the Paperwork Reduction Act.

13. Complainant and Respondent (parties) agree that the settlement of this matter is in the public interest and that this CA/FO is consistent with the applicable requirements of RCRA. The parties also agree that compliance with the terms of this CA/FO resolves all violations of RCRA that were alleged in the Complaint.

14. Each party agrees to pay its own costs and attorney's fees.

### **III. PARTIES BOUND**

15. This CA/FO shall apply to and be binding upon Respondent and its successors and assigns. Respondent shall cause its officers, directors, employees, and agents, and all persons, including independent contractors, contractors, and consultants acting under the control of Respondent, to comply with the provisions hereof in connection with any activity subject to this CA/FO.

16. No change in ownership, partnership, corporate or legal status relating to the Facility will in any way alter Respondent's obligations and responsibilities under this CA/FO.

17. The undersigned representative of Respondent hereby certifies that he is fully authorized to agree to the terms and conditions of this CA/FO and to execute and legally bind Respondent to this CA/FO.

#### IV. TERMS OF AGREEMENT

##### A. PAYMENT OF CIVIL PENALTY

18. Pursuant to Section 3008(a) of RCRA, and considering the nature of the alleged violations, Respondent's completion of actions necessary to return to compliance, and other relevant factors, including the Supplemental Environmental Project to be completed pursuant to the terms of this CA/FO and Attachment 1 hereto, Respondent shall pay a civil penalty in the amount of **Five Thousand Dollars (\$5,000)** within thirty (30) calendar days after the effective date of this CA/FO.

19. Payment shall be made by cashier's or certified check payable to: **Treasurer, United States of America**. The facility name and docket number for this matter shall be referenced on the face of the check. Payment shall be tendered to:

U.S. Environmental Protection Agency  
Cincinnati Accounting Operations  
Mellon Lockbox 371099M  
Pittsburgh, Pennsylvania 15251-7099

Respondent shall submit a copy of each check to:

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

and to:

Doug McCurry, Chief  
North Enforcement and Compliance Section  
RCRA and OPA Enforcement and Compliance Branch  
RCRA Division  
U.S. EPA, Region 4  
61 Forsyth Street, SW  
Atlanta, Georgia 30303

20. Pursuant to 40 C.F.R. Part 13 and 31 U.S.C. § 3717 *et seq.*, if EPA does not receive payment of the penalty assessed by this CA/FO in full within thirty (30) calendar days of the effective date of this CA/FO, interest, handling charges, and non-payment charges will be assessed as set forth in paragraph 22 below.

21. Nothing in this CA/FO 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 CA/FO or of the statutes and regulations upon which this CA/FO is based, or for Respondent's violation of any applicable provision of law, except for those violations specifically alleged in the Complaint.

## **B. INTEREST AND CHARGES ON LATE PAYMENT OF PENALTIES**

22. If Respondent fails to remit the civil penalty as agreed to in Section IV.A. of this CA/FO, EPA is required to assess interest and penalties on debts owed to the United States and a charge to cover the costs of processing and handling the delinquent claim. Interest at the statutory judgment rate provided for in 31 U.S.C. § 3717 will therefore begin to accrue on the civil penalty if not paid within thirty (30) calendar days after the effective date of this CA/FO. Pursuant to 31 U.S.C. § 3717, Respondent must pay the following amounts on any amount overdue:

- a. Interest. Any unpaid portion of a civil penalty must bear interest at the rate established by the Secretary of the Treasury pursuant to 31 U.S.C. § 3717(a)(1). Interest will therefore begin to accrue on a civil penalty or stipulated penalty if it is not paid by the last date required. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 4 C.F.R. § 102.13(c).
- b. Monthly Handling Charge. Respondent must pay a late payment handling charge of fifteen dollars (\$15.00) on any late payment, with an additional charge of fifteen dollars (\$15.00) for each subsequent thirty (30) calendar-day period over which an unpaid balance remains.
- c. Non-Payment Penalty. On any portion of a civil penalty more than ninety (90) calendar days past due, Respondent must pay a non-payment penalty of six percent (6%) per annum, which will accrue from the date the penalty payment became due and is not paid. This non-payment is in addition to charges which accrue or may accrue under subparagraphs (a) and (b).

## **C. SUPPLEMENTAL ENVIRONMENTAL PROJECT**

23. Respondent shall undertake the Supplemental Environmental Project (SEP) as described in Attachment 1 and incorporated herein by reference. The parties agree that the SEP is intended to secure significant environmental and/or public health protection and improvements. The SEP will provide local waste oil recycling drop-off centers in agricultural areas easily accessible to farmers, accompanied by public outreach on the environmental impact of improper disposal of waste oil and on the benefits of used oil recycling. The SEP shall be completed, as set forth in Attachment 1, within two years after the effective date of this CA/FO.

24. The total expenditure for the SEP, including capital costs and one-time, non-depreciable expenses, shall be not less than Twenty-three Thousand Dollars (\$23,000), in accordance with the provisions of Attachment 1. Respondent shall provide EPA with documentation of the expenditures made in connection with the SEP as part of the SEP Completion Report.

25. Respondent hereby certifies that, as of the date of this CA/FO, Respondent is not required to perform or develop the activities in the SEP by any federal, state or local law or regulation; nor is Respondent required to perform or develop the SEP by agreement or grant, in any other

case, or in compliance with any state or local requirement. Respondent further certifies that Respondent has not received, and is not presently negotiating to receive, credit in any other enforcement action for this SEP.

26. For the purposes of state and federal income taxation, Respondent shall not be entitled, and agrees not to attempt, to claim a deduction for the civil penalty payment or SEP cost made pursuant this CA/FO.

27. Beginning thirty (30) calendar days after the date of execution of this CA/FO and continuing every four months thereafter until submittal of the SEP Completion Report, Respondent shall submit to EPA a Quarterly Report on the activities occurring at the facility for the SEP. The SEP Quarterly Report shall contain the following information:

- a. A detailed description of the SEP as implemented thus far;
- b. An itemized cost list, including labor costs, along with supporting documentation (such as copies of purchase orders, receipts, or cancelled checks); and
- c. Certification that the SEP has been and is being implemented pursuant to the provisions of this CA/FO.

In the event EPA has questions or concerns regarding the activities being pursued in connection with the SEP or the adequacy of the SEP based upon information contained in any Quarterly Report, EPA will notify Respondent in writing within sixty (60) days after receipt of the Quarterly Report, to enable Respondent to address or correct any concerns.

28. Respondent shall submit to EPA a written SEP Completion Report for the SEP either within thirty (30) calendar days after completion of all SEP activities or within two years after the effective date of this CA/FO, whichever is earlier. The SEP Completion Report shall contain the following information:

- a. A detailed description of the SEP as implemented;
- b. A description of any operating problems encountered and the solutions thereto;
- c. Itemized costs, documented by copies of purchase orders and receipts or canceled checks not previously submitted;
- d. Certification that the SEP has been fully implemented pursuant to the provisions of this CA/FO; and
- e. A description of the environmental and public health benefits resulting from the implementation of the SEP, including but not limited to quantifiable measures of success of the project.

29. Following the receipt of the SEP Completion Report described in the preceding paragraph, EPA will do one of the following:

- a. Accept the SEP Completion Report, in writing;
- b. Reject the SEP Completion Report in writing, notify Respondent in writing of deficiencies in the SEP Completion Report, and grant Respondent an additional thirty (30) calendar days (or more, if EPA determines additional time is reasonably necessary) in which to correct any deficiencies; or
- c. Reject the SEP Completion Report, in writing, and seek stipulated penalties in accordance with the provisions of Paragraph 32 of this CA/FO, if a determination is made that the SEP Completion Report is so grossly deficient that the deficiencies cannot be corrected in a timely manner.

30. If EPA elects to exercise the option in Paragraph 29(c) above, EPA shall permit Respondent the opportunity to object, in writing, to the notification of deficiency or disapproval within ten (10) calendar days of receipt of such notification. EPA and Respondent shall have an additional thirty (30) calendar days from the receipt of the notification of the objection to reach agreement. If agreement cannot be reached on any such issue within this 30-day period, EPA shall provide a written statement of its decision to Respondent, which decision shall be final and binding upon Respondent. EPA shall be reasonable in its determination, and Respondent shall be entitled to challenge this determination in any enforcement of this CA/FO.

31. Should Respondent request any extension of time to meet the deadlines for completion of the SEP as imposed by this CA/FO, the written request shall contain a justification as to the reasons for the extension and shall be submitted to EPA within fourteen (14) calendar days from the date Respondent becomes aware of the event or circumstance which will cause a delay in the implementation or action required by this CA/FO. Should EPA concur with Respondent's request, EPA will notify Respondent in writing and the schedule shall be amended as approved by EPA.

32. In the event that Respondent fails to comply with any of the terms or provisions of Section IV.C. of this CA/FO relating to the performance of the SEP, and/or to the extent that the actual expenditures for the SEP do not equal or exceed \$23,000, Respondent shall be liable for stipulated penalties according to the provisions set forth below:

- a. Except as provided in Subparagraph b immediately below, if Respondent does not pursue the SEP or does not satisfactorily complete the SEP pursuant to Attachment 1, Respondent shall pay a stipulated penalty to the United States in the amount of \$23,000.

- b. If the SEP is not completed satisfactorily, but Respondent: (i) made good faith and timely efforts to complete the project; and (ii) certifies with supporting documentation, that at least \$23,000 was expended on the SEP, Respondent shall not pay any stipulated penalty.
- c. If the entire SEP is satisfactorily completed, but Respondent spent less than \$23,000, Respondent shall pay a stipulated penalty to the United States in an amount equal to the difference between the money actually spent for the project and \$23,000.
- d. For failure to submit the SEP Completion Report as required by Paragraph 28 above, or for any failure to submit a Quarterly Report as required by Paragraph 27 above, Respondent shall pay a stipulated penalty of \$250.00 for each calendar day after the date when the SEP Completion Report or Quarterly Report is due, until the report is submitted.

33. The determination of whether the SEP has been satisfactorily completed and whether Respondent has made a good faith, timely effort to implement the SEP shall be in the sole discretion of EPA. EPA shall be reasonable in its determination, and Respondent shall be entitled to challenge this determination in any enforcement of this CA/FO.

34. Stipulated penalties shall begin to accrue on the day after performance is due, as extended if an extension is granted by EPA pursuant to the provisions of this CA/FO, and shall continue to accrue through the final day of the completion of the activity.

35. Respondent shall pay stipulated penalties within fifteen (15) calendar days of receipt of written demand by EPA for such penalties. Method of payment shall be in accordance with the provisions of Paragraph 19 above. Interest and late charges shall be paid as stated in Paragraph 22 above.

36. Any public statement, oral or written, in print, film, or other media, made by Respondent with reference to the SEP shall include the following language: “[T]his project was undertaken in connection with the settlement of an enforcement action taken by the U.S. Environmental Protection Agency for alleged violations of Subtitle C of the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6921 et seq., and the Tennessee Hazardous Waste Management Act.”

#### **D. RESERVATION OF RIGHTS**

37. Complainant reserves the right to take enforcement action against Respondent for any future violations of RCRA and its implementing regulations and to enforce the terms and conditions of this CA/FO.

38. Except as expressly provided herein, nothing in this CA/FO shall be construed as a release from any claim (civil or criminal), cause of action, or demand in law or equity by or against any person, firm, partnership, entity or corporation for any liability it may have arising

out of or relating in any way to the generation, storage, treatment, handling, transportation, release or disposal of any hazardous constituents, hazardous substances, hazardous wastes, pollutants or contaminants found at, taken to, or taken from Respondent's facility.

39. Notwithstanding any other provisions of the CA/FO, an enforcement action may be brought pursuant to Section 7003 of RCRA, 42 U.S.C. § 6973, or other statutory authority, should EPA find that the handling, storage, treatment, transportation, or disposal of solid waste or hazardous waste at Respondent's facility may present an imminent and substantial endangerment to human health and the environment.

#### E. ADDITIONAL TERMS

40. This CA/FO may be amended or modified only by written agreement executed by both EPA and Respondent.

41. The headings in this CA/FO are for convenience of reference only and shall not affect interpretation of this CA/FO.

42. Penalties paid pursuant to this CA/FO are not deductible for federal purposes under 28 U.S.C. § 162(f).

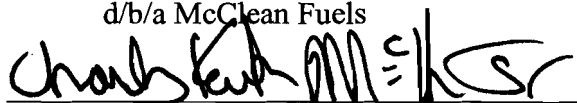
43. The provisions of this CA/FO shall be deemed satisfied upon a determination by Complainant that Respondent has fully implemented the actions required in this CA/FO.

#### V. EFFECTIVE DATE

44. The effective date of this Consent Agreement and Final Order shall be the date on which it is filed with the Regional Hearing Clerk, U.S. EPA Region 4.

#### **AGREED AND CONSENTED TO:**

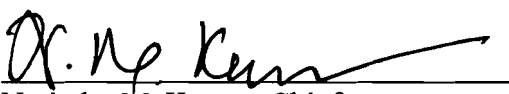
**McPherson Oil Company, Inc.**  
d/b/a McClean Fuels



By: Charles Kenneth McPherson, Jr.  
President

Dated: 3-28-07

#### **U.S. Environmental Protection Agency**

By:   
Narindar M. Kumar, Chief  
RCRA and OPA Enforcement and Compliance Branch  
RCRA Division

Dated: 4/2/07



**UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY  
REGION 4**

IN THE MATTER OF:	)	Docket Number: RCRA-04-2006-4022
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McPherson Oil Company, Inc.	)	Proceeding under Section 3008(a)
d/b/a/ McClean Fuels	)	of the Resource Conservation and
2125 Kingston Highway	)	Recovery Act, 42 U.S.C. § 6928(a)
Kingston, Tennessee 37763	)	
	)	
EPA ID No.: TNR 000 019 398	)	
	)	
Respondent	)	
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**ATTACHMENT 1 – SUPPLEMENTAL ENVIRONMENTAL PROJECT**

The provisions of this Attachment 1 provide additional details concerning implementation of the Supplemental Environmental Project (SEP) contemplated by the Consent Agreement/Final Order (CA/FO) in this matter. These provisions are supplementary to the requirements of the CA/FO and shall not be construed to obviate or alter the provisions of the CA/FO. These provisions may be altered or amended upon the mutual agreement of McPherson Oil Company, Inc. (Respondent) and the Environmental Protection Agency (EPA), Region 4 (Complainant).

**Summary of Project**

Respondent will implement a Supplemental Environmental Project (SEP) to collect and recycle used oil from rural, agricultural locations in Tennessee. Respondent will provide above-ground "satellite" storage tanks in locations convenient to the agricultural community in Tennessee; will periodically remove the used oil from the tanks, as needed; and will transport the used oil and incorporate it into used oil recycling operations. Respondent will create educational materials regarding the adverse environmental impacts of improper disposal of used oil and the benefits of recycling used oil, and will distribute these materials through Tennessee environmental and agricultural agencies and other appropriate entities to enhance environmental awareness in the agricultural community as well as to publicize the locations of the used oil collection tanks established through this SEP.

**Environmental Benefit**

Used oil is any petroleum-based or synthetic oil that has been used for lubricating moving parts in wide variety of machinery, including agricultural machinery such as tractors and combines. During normal use, impurities such as dirt, metal scrapings, water or chemicals, get mixed in with the oil, and used oil must be replaced with new oil to act as an effective lubricant. because Tennessee is an agricultural state, and because agricultural machinery can require large amounts of oil for proper lubrication, used oil is likely generated by the agricultural community in Tennessee on an ongoing basis. Unless recycled or properly disposed of, this used oil can present

a significant risk to the environment. Used oil is considered by EPA to be a major source of oil contamination of waterways and can result in pollution of drinking water sources.

The agricultural community is underserved with opportunities to recycle used oil from its machinery and operations. Although multiple used oil recycling convenience centers have been established in Tennessee in more urbanized areas, these are not necessarily convenient to the agricultural community. It is also possible that the agricultural community may not be aware of the opportunities for or the environmental benefits of used oil recycling, or that current used oil storage and disposal practices may be improper and pose significant environmental risks. This SEP addresses these issues and has as its goal prevention of pollution of surface and groundwater from improperly disposed used oil. This SEP is a pollution prevention SEP for purposes of EPA's policies regarding SEPs.

### **Terms of Supplemental Environmental Project**

#### **I. Educational Materials.**

A. Respondent will create and produce educational materials (e.g., brochures, pamphlets and seminar content) to be distributed through Tennessee environmental and agricultural agencies and entities such as Tennessee Department of Environment & Conservation, the Tennessee Department of Agriculture, the Tennessee Farm Bureau, the Tennessee Farmers Cooperative (Co-op), and the University of Tennessee-Agricultural Extension.

B. Respondent shall prepare a plan for distribution of the educational materials, including responsible parties, timing and locations for distribution.

C. Respondent shall submit the educational materials and the plan for distribution of the materials to EPA for approval within ninety (90) days after the effective date of the Final Order in this matter. EPA will provide comments and either approval or disapproval within thirty (30) days. In the event that EPA does not provide comments or approval or disapproval within thirty (30) days, then Respondent's plan concerning educational materials shall be deemed to have been approved by the EPA. In the event of disapproval or comments, Respondent shall either revise and resubmit the materials to EPA for approval, in which event EPA will provide comments and either approval or disapproval within thirty (30) days; or choose not to pursue the SEP. In the event of the latter choice, the provisions of Paragraph 32 of the CA/FO shall apply.

D. Respondent shall track distribution of the materials and report the data in the Quarterly Reports required by Paragraph 27 of the CA/FO. For any "event" at which attendance records are relevant, such as a seminar, demonstration or other similar occasion, Respondent shall record attendance and include that information also in the appropriate Quarterly Report.

#### **II. Collection of Used Oil.**

A. Respondent shall submit to EPA within one hundred twenty (120) days after the effective date of the Final Order, a plan for placement of between 7 and 9 above-ground storage

tanks for collection of used oil, including the type of tanks, locations, and a timeframe for installation. This implementation plan will provide for installation of the tanks beginning no later than six (6) months after the effective date of the Final Order. The tanks will be located at places convenient for local farmers, such as Co-op stores, to encourage and enable use by the farming community. EPA will provide comments and either approval or disapproval of the implementation plan within thirty (30) days. In the event that EPA does not provide comments or approval or disapproval within thirty (30) days, then Respondent's implementation plan shall be deemed to have been approved by the EPA. In the event of disapproval or comments, Respondent shall either revise and resubmit the materials to EPA for approval, in which event EPA will provide comments and either approval or disapproval within thirty (30) days; or choose not to pursue the SEP. In the event of the latter choice, the provisions of Paragraph 32 of the CA/FO shall apply.

B. Respondent shall implement a procedure to monitor the storage tanks regularly, but at least every 14 days, and collect used oil from the storage tanks as needed, but at least once per month. Respondent shall record the quantity of used oil collected from the storage tanks, and the number of contributors of oil to the tanks if possible, and report that data as part of the Quarterly Reports required under Paragraph 27 of the CA/FO.

C. Respondent shall transport and recycle all used oil collected from the storage tanks, and will report to EPA the final disposition of the oil in the referenced Quarterly Reports.

D. For purposes of this SEP, Respondent shall continue to distribute educational materials periodically and shall continue to collect, transport and recycle the used oil from the storage tanks, for a period of two (2) years from the effective date of the Final Order. In the event Respondent decides to continue collection from the storage tanks, Respondent shall include that information to EPA in the SEP Completion Report required by Paragraph 28 of the CA/FO.

### III. Costs.

Respondent shall record and track all costs associated with the implementation of the SEP and shall include those costs in the Quarterly Reports, with final figures reported in the SEP Completion Report.

### IV. Final Reporting and Conclusions.

Respondent shall also include in the SEP Completion Report, in addition to data required by the CA/FO, analysis of the success of the project. In this analysis Respondent shall discuss, in addition to data regarding used oil quantities and educational materials distributed, information gleaned concerning general reception by the agricultural community, any feedback received from Co-ops, state or local agencies or other third parties, any press coverage, and similar information that can assist EPA in determining whether such projects are worth pursuing in other locations, and how to enhance success of such a project.

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served a true and correct copy of the foregoing Consent Agreement and the attached Final Order (CA/FO), in the Matter of McPherson Oil Company, Inc., Docket No. RCRA-04-2006-4022; on the parties listed below in the manner indicated:

Melissa Allen Heath  
Associate Regional Counsel  
U.S. Environmental Protection Agency  
Atlanta Federal Center  
61 Forsyth Street, S.W.  
Atlanta, Georgia 30303

(Via EPA Internal Mail)

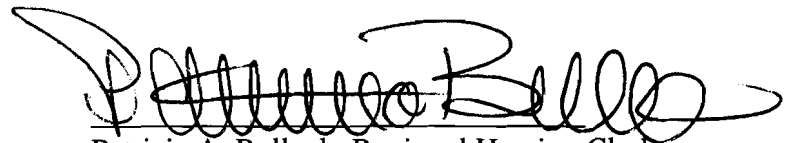
Charles Kenneth McPherson, Jr.  
President  
McPherson Oil Company, Inc.  
d/b/a McClean Fuels  
5051 Cardinal St.  
Trussville, AL 35173

(Via Certified Mail, Return Receipt Requested)

Gregory T. Young, Esq.  
Bass, Berry & Sims  
AmSouth Center  
315 Deaderick Street, Suite 2700  
Nashville, TN 37238

(Via Certified Mail, Return Receipt Requested)

Date: 4-3-07



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

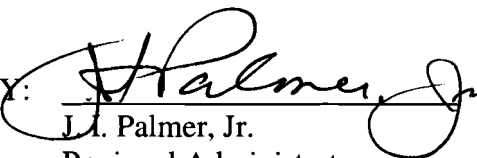
**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
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2125 Kingston Highway	)	Recovery Act, 42 U.S.C. § 6928(a)
Kingston, Tennessee 37763	)	
	)	
EPA ID No.: TNR 000 019 398	)	
	)	
Respondent	)	
_____	)	

**FINAL ORDER**

The foregoing Consent Agreement is hereby approved, ratified and incorporated by reference into this Final Order in accordance with the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits, ("Consolidated Rules of Practice"), 40 C.F.R. Part 22. Respondent is hereby ORDERED to comply with all of the terms of the foregoing Consent Agreement effective immediately upon filing of this Consent Agreement and Final Order with the Regional Hearing Clerk. This Order disposes of this matter pursuant to 40 C.F.R. §§ 22.18 and 22.31.

**BEING AGREED, IT IS SO ORDERED** this 2 day of April, 2007.

BY:   
J.I. Palmer, Jr.  
Regional Administrator  
EPA Region 4