



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

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

OCT 14 2008

CERTIFIED MAIL 7008 1140 0003 1135 2855
RETURN RECEIPT REQUESTED

Mr. Tim Reese
Fowler-Reese, LLC
519 Enterprise Drive, Suite 103
Crescent Springs, Kentucky 41017

Re: Consent Agreement and Final Order
Docket No. CWA-04-2008-4510(b)
Hickory Valley Subdivision
Independence, Kentucky

Dear Mr. Reese:

Enclosed please find a fully executed copy of the Consent Agreement and Final Order that has been finalized by the U.S. Environmental Protection Agency and the Regional Judicial Officer. Please make note of the provisions under Section IV. Payment.

Should you have any questions or problems, please contact Ms. Susan Pope at (404) 562-9770.

Sincerely,

A handwritten signature in black ink, appearing to read "Jim Stewart" or similar, written over a white background.

James D. Giatinna
Director
Water Management Division

Enclosure

cc: Kentucky Department for Environmental
Protection

RECEIVED
EPA REGION IV

2009 OCT 14 AM 10:37

HEARING CLERK

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4**

IN THE MATTER OF:)	
)	CONSENT AGREEMENT AND
FOWLER REESE, LLC)	FINAL ORDER
HICKORY VALLEY SUBDIVISION)	
INDEPENDENCE, KENTUCKY)	
)	
RESPONDENT.)	DOCKET NO. CWA-04-2008-4510(b)

CONSENT AGREEMENT

I. Statutory Authority

1. This is a civil penalty proceeding pursuant to Section 309(g)(2)(B) of the Clean Water Act ("CWA"), 33 U.S.C. § 1319(g)(2)(B), and the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Issuance of Compliance or Corrective Action Orders and the Revocation, Termination or Suspension of Permits*, published at 64 Fed. Reg. 40176 (July 23, 1999) and codified at 40 Code of Federal Regulations ("C.F.R.") Part 22.

2. The authority to take action under Section 309(g)(2)(B) of the CWA, 33 U.S.C. § 1319(g)(2)(B), is vested in the Administrator of the United States Environmental Protection Agency ("EPA"). The Administrator has delegated this authority to the Regional Administrator, Region 4, who in turn has delegated this authority to the Director of the Water Management Division ("Complainant").

II. Allegations

3. Fowler Reese, LLC ("Respondent"), is a limited liability corporation formed under the laws of the Commonwealth of Kentucky and is a "person" within the meaning of Section 502(5) of the CWA, 33 U.S.C. § 1362(5).

4. At all times relevant to this action, Respondent owned and/or operated a construction site known as Hickory Valley Subdivision ("Facility") located at Fowler Creek Road, Independence, Kentucky.

5. To accomplish the objective of the CWA, defined in Section 101(a) of the CWA, 33 U.S.C. § 1251(a), to restore and maintain the chemical, physical and biological integrity of the nation's waters, Section 301(a) of the CWA, 33 U.S.C. § 1311(a), prohibits the discharge of pollutants by any person into waters of the United States except as in compliance with a National

Pollutant Discharge Elimination System (“NPDES”) permit issued pursuant to Section 402 of the CWA, 33 U.S.C. § 1342.

6. Section 402 of the CWA, 33 U.S.C. § 1342, establishes an NPDES Permit Program authorizing EPA or authorized states to administer the NPDES Permit Program, including the issuance of NPDES permits allowing for the discharge of pollutants, including storm water, into navigable waters subject to specific terms and conditions. EPA has granted the Commonwealth of Kentucky, through the Kentucky Department for Environmental Protection (“KDEP”), approval to issue NPDES permits pursuant to Section 402(b) of the CWA. KDEP is responsible for the enforcement of Kentucky Revised Statutes Chapter 224 16-0560 and 401 KAR 5-055, Sections 1 and 5, and the approval of coverage upon submission and approval of a Notice of Intent (“NOI”) requesting Permit coverage.

7. KDEP issued a *General NPDES Permit for Storm Water Point Source Discharges, Construction Activities*, Permit No. KYR10 (“Permit”), in accordance with the provisions of the Kentucky Revised Statutes Chapter 224 16-050 and pursuant to 401 KAR 5:055, Sections 1 and 5 and the CWA. The Permit was effective October 1, 2002, and expired September 30, 2007.

8. The Permit is a Kentucky statewide NPDES general permit governing storm water point source discharges associated with construction activities including clearing, grading, and excavation activities except operations that result in the disturbance of less than five (5) acres of total land area which are not part of a larger common plan of development or sale.

9. To obtain coverage under the Permit, a signed NOI must be submitted to KDEP forty-eight (48) hours before construction activity begins. Failure to obtain or maintain Permit coverage shall not relieve a discharger from complying with the applicable performance standards. 401 KAR 5:055, Section 1.

10. On September 20, 2005, Respondent submitted a NOI to KDEP requesting permit coverage for the Facility.

11. Part II of the Permit incorporates 401 KAR 5:065 Section 1 by reference.

A. Part II [Reference to 401 KAR 5:065 Section 1.(4)] of the Permit requires the Permittee to take all reasonable steps to minimize or prevent any discharge in violation of the Permit which has a reasonable likelihood of adversely affecting human health or the environment.

B. Part II [Reference to 401 KAR 5:065 Section 1.(5)] of the Permit requires the Permittee to at all times properly operate and maintain all facilities and systems of treatment and control and related appurtenances which are installed or used by the Permittee to achieve compliance with the conditions of the Permit. This provision requires the operation of back-up

or auxiliary facilities or similar systems which are installed by a Permittee only if the operation is necessary to achieve compliance with the conditions of the Permit.

- C. Part IV.B.(1) of the Permit requires the Permittee to preserve existing vegetation where possible. All disturbed areas of the site must be stabilized, and stabilization must begin within fourteen (14) days on areas of the site where construction activities have permanently or temporarily (for twenty-one (21) days or more) ceased.
- D. Part IV.B.(2) of the Permit requires the Permittee to use silt fences or other equivalent structural practices on all side and down slope borders of the site. Alternatively, a sediment basin must be used that provides 3,600 cubic feet of storage capacity per disturbed acre. For common locations that serve more than ten (10) disturbed acres at one time, a sediment basin must be used if possible. Structural practices may be subject to Section 404 of the CWA.
- E. Part IV.C of the Permit requires the Permittee to ensure that no solid materials, including building materials, are discharged to surface waters, except as authorized by a Section 404 Permit.

11. On May 23, 2006, representatives of EPA in conjunction with KDEP performed a Compliance Storm Water Evaluation Inspection ("CSWEI") at Respondent's Development to evaluate the treatment and disposal of storm water in accordance with the CWA, the regulations promulgated thereunder at 40 C.F.R. § 122.26, and the KDEP Permit.

12. As a result of the CSWEI, EPA, Region 4 has determined that Respondent discharged storm water associated with industrial activity from its Development within the meaning of Section 402(p) of the CWA, 33 U.S.C. § 1342(p), and its implementing regulations.

13. During the CSWEI, EPA inspectors observed the following:

- A. The Facility failed to take all reasonable steps to minimize or prevent any discharge which has a reasonable likelihood of adversely affecting human health or the environment, as required by Part II of the Permit and 401 KAR 5:065 Section 1(4). Lack of silt fencing throughout the Facility allowed the discharge of sediment off-site. The Facility had large areas devoid of any type of stabilization
- B. The Facility failed to properly operate and maintain all facilities and systems of treatment and control and related appurtenances to

achieve compliance with the Permit, in accordance with Part II [Reference to 401 KAR 5:065 Section 1.(5)] of the Permit. Specifically, silt fences were absent from many locations on the Facility.

- C. The Facility failed to preserve existing vegetation where possible in accordance with Part IV.B.(1) of the Permit. Specifically, the Facility did not stabilize disturbed areas with mulch, seed, and/or other stabilizing materials.
- D. The Facility failed to use silt fences or other equivalent structural practices on all side and down slope borders of the site in accordance with Part IV.B.(2) of the Permit.
- E. The Facility failed to ensure that no solid materials, including building materials, were discharged to surface waters, except as authorized by a Section 404 Permit in accordance with Part IV.C of the Permit. A concrete truck was observed washing excess concrete in the street on the site.

14. Therefore, Respondent has violated Sections 301 and 402(p) of the CWA, 33 U.S.C. §§ 1311 and 1342(p), by failing to comply with requirements of the Permit, and by allowing discharges not authorized by the Permit.

III. Stipulations and Findings

15. Complainant and Respondent have conferred for the purpose of settlement pursuant to 40 C.F.R. § 22.18 and desire to resolve this matter and settle the allegations described herein without a formal hearing. Therefore, without the taking of any evidence or testimony, the making of any argument, or the adjudication of any issue in this matter, and in accordance with 40 C.F.R. § 22.13(b), this Consent Agreement and Final Order ("CA/FO") will simultaneously commence and conclude this matter.

16. For the purposes of this CA/FO, Respondent admits the jurisdictional allegations set out above and neither admits nor denies the factual allegations set out above.

17. Respondent hereby waives its right to contest the allegations set out above and its right to appeal the Final Order accompanying this Consent Agreement.

18. Respondent consents to the assessment of and agrees to pay the monetary civil penalty and perform the Supplement Environmental Project (SEP) as set forth in this CA/FO, and consents to all other conditions set forth in this CA/FO.

19. By signing this CA/FO, Respondent certifies that the information it has supplied concerning this matter was at the time of submission, and is, truthful, accurate, and complete for each such submission, response and statement. Respondent realizes that there are significant penalties for submitting false or misleading information, including the possibility of fines and/or imprisonment for knowing submission of such information.

20. EPA reserves the right to assess and collect any and all civil penalties for any violation described herein to the extent that any information or certification provided by Respondent was materially false or inaccurate at the time such information or certification was provided to EPA.

21. Complainant and Respondent agree to settle this matter by their execution of this CA/FO. The 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 the CWA.

IV. Payment

22. Pursuant to Section 309(g)(2)(B) of the CWA, 33 U.S.C. § 1319(g)(2)(B), and 40 C.F.R. Part 19, and considering the nature of the violations and other relevant factors, EPA has determined that Two Thousand Three Hundred and Ten Dollars (\$2,310) is an appropriate civil penalty to settle this action.

23. Respondent shall submit payment of the penalty specified in the preceding paragraph within thirty (30) days of the effective date of this CA/FO via a cashier's or certified check, payable to the order of "Treasurer, United States of America." The check shall reference on its face the name of Respondent and the Docket Number of this CA/FO. Such payment shall be tendered to:

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

24. At the time of payment, Respondent shall send a separate copy of the check, and a written statement that payment has been made in accordance with this CA/FO, to the following persons at the following addresses:

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 4
61 Forsyth Street, S.W.
Atlanta, Georgia 30303-8960

and

Mary Mattox
U.S. Environmental Protection Agency, Region 4
Water Programs Enforcement Branch
Water Management Division
61 Forsyth Street, S.W.
Atlanta, Georgia 30303-8960

25. The penalty amount specified above shall represent civil penalties assessed by EPA and shall not be deductible for purposes of federal taxes.

26 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 by its due date, interest shall accrue on the unpaid balance from the due date through the date of payment at an annual rate equal to the rate of the current value of funds to the United States Treasury as prescribed and published by the Secretary of the Treasury. If all or part of the payment is overdue, EPA will assess a late-payment handling charge of \$15.00, with an additional delinquent notice charge of \$15.00 for each subsequent thirty (30) day period. EPA will also assess on a monthly basis an up to six percent (6%) per annum penalty on any principal amount not paid within ninety (90) days of the due date.

27. Pursuant to Section 309(g)(9) of the CWA, 33 U.S.C. § 1319(g)(9), failure by Respondent to pay the penalty assessed by the CA/FO in full by its due date may subject Respondent to a civil action to collect the assessed penalty plus interest (at currently prevailing rates from the effective date of this CA/FO), attorney's fees, costs for collection proceedings and a quarterly nonpayment penalty for each quarter during which such failure to pay persists. Such nonpayment penalty shall be in an amount equal to twenty percent (20%) of the aggregate amount of such penalty and nonpayment penalty which are unpaid as of the beginning of such quarter. In any such collection action, the validity, amount and appropriateness of the penalty and of this CA/FO shall not be subject to review.

V. SUPPLEMENTAL ENVIRONMENTAL PROJECT

28. Respondent shall complete the Supplemental Environmental Project ("SEP") described in Appendix A, which the parties agree is intended to secure significant environmental or public health protection and improvements. The SEP consists of the donation by Respondent of ten (10) acres of land surrounding a creek on the Facility to a land conservation organization, the Kenton Conservancy, in combination with the placement of a perpetual Restrictive Covenant on this property to ensure the permanent protection of this property as a stream buffer.

29. The total expenditure for the SEP shall not be less than Fifty-Two Thousand Dollars (\$52,000.00), in accordance with the cost specifications set forth in Appendix A. Respondent shall include documentation of the expenditures made in connection with the SEP as part of the SEP Completion Report.

30. Respondent hereby certifies that, as of the date of this CA/FO, Respondent is not required to perform or develop the SEP by any federal, State or local law or regulation; nor is the 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 the SEP.

31. SEP Implementation.

A. Within thirty (30) days of entry of this CA/FO, Respondent shall begin implementation of the SEP as described in Appendix A.

B. Within one hundred and twenty (120) days of entry of this CA/FO, Respondent shall complete the SEP and provide a SEP Completion Report to EPA. The Report shall be submitted to the EPA contact listed in Paragraph 41 below.

C. The SEP Completion Report shall include a certification that the Project required the expenditure of the agreed upon minimum SEP funds, as specified in Paragraph 29, and a certification that the SEP has been completed in accordance with this CA/FO and Appendix A. Also included in the Report shall be a copy of the recorded deed and plat of the donated property, as well as a description of the environmental and public health benefits resulting from implementation of the SEP. The Report shall be submitted to the EPA contact listed in Paragraph 41 below.

32. EPA Acceptance of SEP Report.

A. After receipt of the SEP Completion Report, 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 33 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 Consent Agreement and 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 33 below.

33. SEP Stipulated Penalties.

A. In the event that Respondent fails to comply with any of the terms or provisions of this CA/FO relating to the performance of the SEP described in Appendix A and/or to the extent that the actual expenditures for the SEP do not equal or exceed the minimum required SEP expenditures as set forth in Paragraph 29 above, Respondent shall be liable for stipulated penalties according to the provisions set forth below:

(i). Except as provided in subparagraph (iii) immediately below, for a SEP which has not been completed satisfactorily pursuant to this CA/FO, Respondent shall pay a stipulated penalty to the United States in the amount of \$8,200.

(ii) If the SEP is completed in accordance with Paragraph 28 and Appendix A, 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.

(iii). If the SEP is not completed in accordance with Paragraph 28 and Appendix A, but the Complainant determines that 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.

(iv). If the SEP is completed in accordance with Paragraph 28 and Appendix A, 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 \$820.00.

(v). For the failure to submit the SEP Completion Report required by Paragraph 31 above, Respondent shall be liable for stipulated penalties as follows:

- (a) For Day 1 up to and including
Day 30 of non-compliance..... \$100.00 per day
- (b) For Day 31 up to and including
Day 60 of non-compliance..... \$250.00 per day
- (c) For Day 61 and beyond
of non-compliance..... \$500.00 per day

B. The determination of whether the SEP has been satisfactorily completed and whether the Respondent has made a good faith, timely effort to implement the SEP is reserved to 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 Paragraphs 23 and 24 above. Interest and late charges shall be paid as stated in Paragraphs 26 and 27 above.

34. For federal income tax purposes, Respondent agrees that it will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEP.

VI. General Provisions

35. 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 Sections 301 and 402(p) of the CWA, 33 U.S.C. §§ 1311 and 1342(p)."

36. This CA/FO 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. Other than as expressed herein, compliance with this CA/FO shall not be a defense to any actions subsequently commenced pursuant to federal laws and regulations administered by EPA.

35. Nothing in this CA/FO shall be construed as prohibiting, altering, or in any way limiting the ability of the United States 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 federal or state statute, regulation or permit.

36. Except as otherwise set forth herein, this CA/FO constitutes a settlement by Complainant and Respondent of all claims for civil penalties pursuant to the CWA with respect to only those violations alleged in this CA/FO. Except as otherwise set forth herein, compliance with this CA/FO shall resolve the allegations of violations contained herein. Nothing in this CA/FO is intended to nor shall be construed to operate in any way to resolve any criminal liability of Respondent, or other liability resulting from violations that were not alleged in this CA/FO. Other than as expressed herein, Complainant does not waive any right to bring an enforcement

action against Respondent for violation of any federal or state statute, regulation or permit, to initiate an action for imminent and substantial endangerment, or to pursue criminal enforcement.

37. Each undersigned representative of the parties to this CA/FO certifies that he or she is fully authorized to enter into the terms and conditions of this CA/FO and to execute and legally bind that party to it.

38. This CA/FO applies to and is binding upon Respondent and its officers, directors, employees, agents, successors and assigns.

39. Any change in the legal status of Respondent, including but not limited to any transfer of assets of real or personal property, shall not alter Respondent's responsibilities under this CA/FO.

40. Each party shall bear its own costs and attorneys fees in connection with the action resolved by this CA/FO.

41. In accordance with 40 C.F.R. § 22.5, the individuals below are authorized to receive service relating to this proceeding.

For Complainant:

Susan Hansen
Associate Regional Counsel
Office of Environmental Accountability
U.S. Environmental Protection Agency, Region 4
61 Forsyth Street, S.W.
Atlanta, Georgia 30303-8960
(404) 562-9700

For Respondent:

Mr. Tim Reese
Fowler-Reese, LLC
519 Enterprise Dr., Suite 103
Crescent Springs, KY 41017
859 578-8050

42. The parties acknowledge and agree that this CA/FO is subject to the requirements of 40 C.F.R. § 22.45(c)(4), which provides a right to petition to set aside a consent agreement and proposed final order based on comments received during the public comment period.

43. Pursuant to Section 309(g) of the CWA, 33 U.S.C. § 1319(g), and 40 C.F.R. § 22.38(b), Complainant represents that the Commonwealth of Kentucky was provided a prior opportunity to consult with Complainant regarding this matter.

VI. Effective Date

44. The effective date of this CA/FO shall be the date on which the CA/FO is filed with the Regional Hearing Clerk.

**AGREED AND CONSENTED TO:
For COMPLAINANT, U.S. ENVIRONMENTAL PROTECTION AGENCY:**

Dee Stuardyn
James D. Giattina
Director
Water Management Division
U.S. EPA, Region 4

Date: 8/14/08

For RESPONDENT Fowler-Reese, LLC:

Tim Reese
NAME: Mr. Tim Reese
TITLE: President

Date: 8-5-08

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4

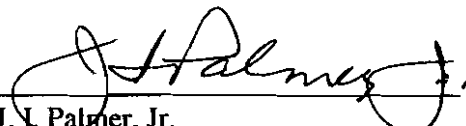
IN THE MATTER OF:)
)
FOWLER REESE, LLC) CONSENT AGREEMENT AND
) FINAL ORDER
HICKORY VALLEY SUBDIVISION)
INDEPENDENCE, KENTUCKY)
)
RESPONDENT.) DOCKET NO. CWA-04-2008-4510(b)
)
_____)

FINAL ORDER

In accordance with the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Issuance of Compliance or Corrective Action Orders and the Revocation, Termination or Suspension of Permits*, 40 C.F.R. Part 22, and authorities delegated to me, the foregoing Consent Agreement is hereby approved and incorporated by reference into this Final Order. Pursuant to Section 309(g)(2)(B) of the CWA, 33 U.S.C. § 1319(g)(2)(B), Respondent is hereby ordered to comply with the terms of the foregoing Consent Agreement.

U.S. ENVIRONMENTAL PROTECTION AGENCY

Date: OCT 09 2008



J. I. Palmer, Jr.
Regional Administrator

APPENDIX A

SUPPLEMENTAL ENVIRONMENTAL PROJECT

HICKORY VALLEY SUBDIVISION Independence, Kentucky

Project Summary:

Respondent will donate land along a creek in the Development to the Kenton Conservancy.

Project Details:

Respondent will donate 10.0 acres which lie along a creek in the Hickory Valley Subdivision to the Kenton Conservancy, with accompanying perpetual Restrictive Covenant placed on the deed to ensure the donated land will be permanently protected as a stream buffer. The land donated shall be as shown on a drawing by Cardinal Engineering, Architecture, and Land Surveying entitled Proposed Conservancy Area for Hickory Valley Subdivision dated October 22, 2007.

It is assumed that for this purpose, the land being donated is valued at \$4,356 per acre. Also included in the total cost of the SEP is the cost of the survey, and plat of the donated property and the recording of same at an estimated cost of \$7,250. Additionally, the Kenton Conservancy asks the organization making the donation to contribute a one-time up-front maintenance fee for the land of \$150 per acre. Based on these costs, the total value of this SEP is estimated to be over \$50,000.

Respondent shall be responsible for ensuring that the Project is completed as contemplated herein, regardless of whether Respondent or a contractor of Respondent, or the Kenton Conservancy, is performing the work. Project shall be considered to be complete when EPA accepts the SEP Completion Report as detailed in Section V of the CA/FO. Failure to complete the Project as contemplated herein shall subject Respondent to stipulated penalties as described in Section V the CA/FO.

EPA ACCOUNTS RECEIVABLE CONTROL NUMBER FORM

TO BE COMPLETED BY THE ORIGINATING OFFICE:

(Attach a copy of the final order and transmittal letter to Defendant/Respondent)

This form was originated by: Mary Mattox on 8/13/08
(Name) (Date)

in the WMD/WPEB/GES at (404) 562- 9733
(Office) (Telephone Number)

- | | |
|--|--|
| <input type="checkbox"/> Non-SF Judicial Order/Consent Decree
USAO COLLECTS | <input checked="" type="checkbox"/> Administrative Order/Consent Agreement
FMO COLLECTS PAYMENT |
| <input type="checkbox"/> SF Judicial Order/Consent Decree
DOJ COLLECTS | <input type="checkbox"/> Oversight Billing - Cost Package required:
Sent with bill |
| <input type="checkbox"/> Other Receivable | <input type="checkbox"/> Not sent with bill |
| <input type="checkbox"/> This is an original debt | <input type="checkbox"/> Oversight Billing - Cost Package not required |
| | <input type="checkbox"/> This is a modification |

PAYEE: Fowler Reese, LLC, Hickory Valley SO, Independence, KY
(Name of person and/or Company/Municipality making the payment)

The Total Dollar Amount of the Receivable: \$ 2,310 w/ SEP 52,000
(If installments, attach schedule of amounts and respective due dates. See Other side of this form.)

The Case Docket Number: CWA-04-2008-4510(b)

The Site Specific Superfund Account Number: _____
WMD

The Designated Regional/Headquarters Program Office: _____

TO BE COMPLETED BY LOCAL FINANCIAL MANAGEMENT OFFICE:

The IFMS Accounts Receivable Control Number is: _____ Date _____

DISTRIBUTION:

A. **JUDICIAL ORDERS:** Copies of this form with an attached copy of the front page of the FINAL JUDICIAL ORDER should be mailed to:

- | | |
|--|---|
| 1. Debt Tracking Officer
Environmental Enforcement Section
Department of Justice RM 1647
P.O. Box 7611, Benjamin Franklin Station
Washington, D.C. 20044 | 2. Originating Office (EAD)
3. Designated Program Office |
|--|---|

B. **ADMINISTRATIVE ORDERS:** Copies of this form with an attached copy of the front page of the Administrative Order should be to:

- | | |
|--|---|
| 1. Originating Office
2. Regional Hearing Clerk | 3. Designated Program Office
4. Regional Counsel (EAD) |
|--|---|