



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

NOV 06 2013

REPLY TO THE ATTENTION OF:

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Joseph W. Shrader
President
Shrader Tire and Oil, Inc.
1130 Laskey Road
Toledo, Ohio 46312

Re: Shrader Tire and Oil, Inc. aka ATI Warehouse, Inc., Toledo, Ohio
Consent Agreement and Final Order – Docket No: *CWA-05-2013-0018*

Dear Mr. Shrader:

Enclosed please find a fully executed Consent Agreement and Final Order (CAFO) in resolution of the above case. This document was filed with the Regional Hearing Clerk on *November 6, 2013*.

The civil penalty in the amount of \$39,000 is to be paid in the manner prescribed in paragraphs 46 through 49. Please be certain to reference your check and transmittal letter with docket number *CWA-05-2013-0018*. Your payment is due by *December 6, 2013*. Please also note the due dates for requirements relating to performance and completion of the Supplemental Environmental Project in the CAFO.

Please feel free to contact Ellen Riley at (312) 886-9497 if you have any questions regarding the enclosed document. Please direct any legal questions to Robert H. Smith, Associate Regional Counsel, at (312) 886-0765. Thank you for your assistance in resolving this matter.

Sincerely yours,

Sharon Jaffess, Chief
Enforcement and Compliance Branch

Enclosure

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

In the Matter of)
)
)
)
Shrader Tire and Oil, Inc.)
aka)
ATI Warehouse, Inc.)
1130 Laskey Road)
Toledo, OH 46312)
)
Respondent.)
_____)

Docket No. CWA-05-2013-0018

CWA SECTION 311 CLASS II
CONSENT AGREEMENT
AND FINAL ORDER

RECEIVED
AUG 21 2013
REGIONAL HEARING CLERK
USEPA
REGION 5

CONSENT AGREEMENT AND FINAL ORDER

Preliminary Statement

1. This is an administrative action commenced and concluded under Section 311(b)(6)(B)(ii) of the Clean Water Act ("Act"), 33 U.S.C. § 1321(b)(6)(B)(ii), as amended by the Oil Pollution Act of 1990, and Sections 22.13(b) and 22.18(b)(2) and (3) of the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits* (Consolidated Rules) as codified at 40 C.F.R. Part 22.
2. The Complainant is, by lawful delegation, the Director of the Superfund Division, United States Environmental Protection Agency, Region 5.
3. Respondent is Shrader Tire and Oil, Inc. aka A T I Warehouse, Inc., a corporation doing business in the State of Ohio.

4. Where the parties agree to settle one or more causes of action before the filing of a complaint, the administrative action may be commenced and concluded simultaneously by the issuance of a consent agreement and final order (“CAFO”). 40 C.F.R. § 22.13(b).

5. The parties agree that settling this action without the filing of a complaint or the adjudication of any issue of fact or law is in their interest and in the public interest.

6. Respondent consents to the assessment of the civil penalty specified in this CAFO, and the terms of the CAFO.

Jurisdiction and Waiver of Right to Hearing

7. Respondent admits the jurisdictional allegations in this CAFO and neither admits nor denies the factual allegations in this CAFO.

8. Respondent waives its right to request a hearing as provided at 40 C.F.R. § 22.15(c), any right to contest the allegations in this CAFO, and its right to appeal this CAFO.

9. Respondent waives its right to request a hearing under Section 311(b)(6)(B)(ii) of the Act, 33 U.S.C. § 1321(b)(6)(B)(ii), and 40 C.F.R. § 22.15(c), any right to contest the allegations in this CAFO, its right to appeal this CAFO, and consents to the issuance of a Final Order without further adjudication.

Statutory and Regulatory Background

10. Section 311(b)(3) of the CWA, 33 U.S.C. § 1321(b)(3), prohibits the discharge of oil into or upon the navigable waters of the United States or adjoining shorelines in such quantities

that have been determined may be harmful to the public health or welfare or environment of the United States.

11. Section 311(j)(1)(C) of the CWA, 33 U.S.C. § 1321(j)(1)(C), provides that the President shall issue regulations establishing procedures, methods, and equipment and other requirements for equipment to prevent discharges of oil and hazardous substances from vessels and from onshore facilities and offshore facilities, and to contain such discharges. The authority to promulgate these regulations has been delegated to EPA.

12. The oil pollution prevention regulations at 40 C.F.R. Part 112 implement the requirements of Section 311(j)(1)(C) of the CWA, and set forth procedures, methods and requirements to prevent the discharge of oil from non-transportation-related facilities into or upon the navigable waters of the United States and adjoining shorelines. 40 C.F.R. § 112.1(a)(1).

13. Initially by Executive Order 11548 (July 20, 1970), 35 Fed. Reg. 11677 (July 22, 1970), and most recently by Section 2(b)(1) of Executive Order 12777 (October 18, 1991), 56 Fed. Reg. 54757 (October 22, 1991), the President delegated to the EPA his Section 311(j)(1)(C) of the Act, 33 U.S.C. § 1321(j)(1)(C), authority to issue the regulations referenced in the preceding Paragraph for non-transportation-related onshore facilities.

14. The EPA subsequently promulgated the Spill Prevention, Control, and Countermeasure (“SPCC”) regulations pursuant to these delegated statutory authorities, and

pursuant to its authorities under the Act, 33 U.S.C. § 1251 *et seq.*, which established certain procedures, methods, and requirements upon each owner and operator of a non-transportation-related onshore facility if such facility, due to its location, could reasonably be expected to discharge oil into or upon the navigable waters of the United States and their adjoining shorelines in such quantity as the EPA has determined in 40 C.F.R. § 110.3 may be harmful to the public health or welfare or the environment of the United States (“harmful quantity”).

15. In promulgating 40 C.F.R. § 110.3, which implements Section 311(b)(4) of the Act, 33 U.S.C. § 1321(b)(4), the EPA has determined that discharges of harmful quantities include oil discharges that cause either (1) a violation of applicable water quality standards, (2) a film, sheen upon, or discoloration of the surface of the water or adjoining shorelines, or (3) a sludge or emulsion to be deposited beneath the surface of the water or upon adjoining shorelines.

16. 40 C.F.R. § 112.3 requires that the owner or operator of an SPCC-regulated facility must prepare a written SPCC plan in accordance with 40 C.F.R. § 112.7 and any other applicable section of 40 C.F.R. Part 112.

17. Section 311(b)(6)(B)(ii) of the Act, 33 U.S.C. § 1321(b)(6)(B)(ii), and 40 C.F.R. § 19.4, authorizes the EPA to assess a civil penalty for violations of the SPCC regulations promulgated pursuant to Section 311(j)(1)(C) of the Act, 33 U.S.C. § 1321(j)(1)(C), of up to \$11,000 per day for violations that occurred after March 15, 2004 through January 12, 2009, up to a maximum of \$157,500, and up to \$16,000 per day for violations that occurred after January 12, 2009, up to a maximum of \$177,500.

Factual Allegations and Alleged Violation

18. Respondent is a corporation organized under the laws of Ohio with a place of business located at 1130 Laskey Road, Toledo, Ohio. Respondent is a person within the meaning of Sections 311(a)(7) and 502(5) of the Act, 33 U.S.C. §§ 1321(a)(7) and 1362(5), and 40 C.F.R. § 112.2.

19. Respondent is the owner and operator within the meaning of Section 311(a)(6) of the Act, 33 U.S.C. § 1321(a)(6), and 40 C.F.R. § 112.2 of an onshore Bulk Oil Storage facility located on the Respondent's premises ("the facility").

20. The facility's oil could reasonably be expected to flow and/or discharge to Shantee Creek approximately 0.33 mile east of the site, which flows generally northeast until merging with Silver Creek, approximately three miles northeast of the site. Silver Creek flows generally north-northwest from there approximately 0.80 miles until reaching Halfway Creek, which flows generally east approximately 1.4 miles until discharging into Maumee Bay, approximately 4.8 miles northeast of the site.

21. The facility has an aggregate above-ground storage capacity, including the capacity of any bunkered or partially buried tank (as defined in 40 C.F.R. § 122.2), of greater than 1,320 gallons of oil in containers that each have a shell capacity of at least 55 gallons.

22. The facility has an aggregate above-ground storage capacity of 212,700 gallons of oil in containers that each have a shell capacity of at least 55 gallons.

23. The Maumee Bay is a navigable water of the United States within the meaning of 40 C.F.R. § 112.2 and Section 502(7) of the Act, 33 U.S.C. § 1362(7).

24. The waters of Shantee Creek flow into the Maumee Bay.

25. The Shantee Creek is a navigable water of the United States within the meaning of 40 C.F.R. § 112.2 and Section 502(7) of the Act, 33 U.S.C. § 1362(7).

26. Respondent is engaged in drilling, producing, gathering, storing, processing, refining, transferring, distributing, using, or consuming oil or oil products located at the facility.

27. The facility is a non-transportation-related facility within the meaning of 40 C.F.R. § 112.2 Appendix A, as incorporated by reference within 40 C.F.R. § 112.2.

28. The facility is an onshore facility within the meaning of Section 311(a)(10) of the Act, 33 U.S.C. § 1321(a)(10), and 40 C.F.R. § 112.2.

29. The facility is therefore a non-transportation-related onshore facility which, due to its location, could reasonably be expected to discharge oil to a navigable water of the United States or its adjoining shorelines in a harmful quantity (“an SPCC-regulated facility”).

30. Respondent began operating the facility by at least 1976.

31. Pursuant to the Act, E.O. 12777, and 40 C.F.R. § 112.1 Respondent, as the owner and operator of an SPCC-regulated facility, is subject to the SPCC regulations.

Factual Allegations and Alleged Violations

Count 1 (40 C.F.R. § 112.7 Plan Violation)

32. Paragraphs 1 through 31 above are hereby incorporated by reference.

33. On June 7, 2012, EPA inspected the facility and determined that Respondent had failed to adequately prepare, maintain and implement such an SPCC plan for the facility.

34. Respondent’s failure to adequately prepare, maintain, and implement such an SPCC

plan for the facility violated applicable sections of 40 C.F.R. § 112.7.

35. As alleged in the preceding Paragraph, and pursuant to Section 311(b)(6)(B)(ii) of the Act, 33 U.S.C. § 1321(b)(6)(B)(ii), and 40 C.F.R. § 19.4, the Respondent is liable for civil penalties of up to \$11,000 per day for violations that occurred after March 15, 2004 through January 12, 2009, up to a maximum of \$157,500, and up to \$16,000 per day for violations that occurred after January 12, 2009, up to a maximum of \$177,500.

Count 2 (Section 311(b)(3)) Spill Violation

36. Paragraphs 1 through 31 above are hereby incorporated by reference.

37. On or about April 9, 2012, and most likely between April 6 and April 10, 2012, Respondent discharged an unknown amount of Chevron Rando HD hydraulic oil from its facility into or upon the Shantee Creek and adjoining shorelines.

38. The release of oil occurred when a valve failure resulted in the over-filling of a tanker truck in the truck bay area causing approximately 300 gallons of oil to spill. Some of the spilled oil was released into a drain within the facility and bypassed Respondent's oil-water separator to go into the storm water sewer system which discharges into Shantee Creek, which is approximately 0.33 mile from Respondent's facility.

39. Shantee Creek is a water body subject to the jurisdiction of Section 311 of the Act as defined in Section 502(7) of the Act, 33 U.S.C. § 1362(7), and 40 C.F.R. § 110.1.

40. Respondent's discharge of oil on or about April 9, 2012, from its facility caused a sheen upon the surface of the Shantee Creek.

41. Since Respondent's release of oil caused a sheen upon the surface of Shantee Creek it was in a quantity that has been determined may be harmful under 40 C.F.R § 110.3, in violation of Section 311(b)(3) of the Act.

42. As alleged in the preceding Paragraph, and pursuant to Section 311(b)(6)(B)(ii) of the Act and 40 C.F.R. § 19.4, the Respondent is liable for civil penalties of up to \$16,000 per day for each day during which the violation continues, up to a maximum of \$177,500.

Civil Penalty

43. Based on analysis of the factors specified in Section 311(b)(8) of the CWA, 33 U.S.C. § 1321(b)(8), the facts of this case, the *Civil Penalty Policy for Section 311(b)(3) and Section 311(j) of the Clean Water Act*, dated August 1998, and Respondent's agreement to perform a supplemental environmental project costing at least \$78,785, Complainant has determined that an appropriate civil penalty to settle this action is \$39,000.

44. In developing the proposed settlement penalty for this CAFO, Complainant has taken into account the particular facts and circumstances of this case with specific reference to the relevant factors identified at Section 311(b)(8) of the Act. As required by Section 311(b)(8) of the Act, 33 U.S.C. § 1321(b)(8), the Complainant, in determining the amount of the penalty, considered the seriousness of the violations, the economic benefit to the violator, the degree of culpability involved, any other penalty for the same violations, any history of prior violations, the nature, extent, and degree of success of any efforts of the violator to minimize or mitigate the effects of the discharge, the economic impact of the penalty on the violator, and any other matters as justice may require.

45. The penalty above represents a civil penalty assessed by the EPA and shall not be deductible for purposes of federal taxes.

Payment Terms

46. Based on the forgoing, the parties, in their own capacity or by their attorneys or authorized representatives, hereby agree that:

No later than 30 days after the effective date of the Final Order, the Respondent shall pay the amount of \$39,000 by means of a cashier's or certified check, or by electronic funds transfer ("EFT"). If paying by check, the Respondent shall submit a cashier's or certified check, payable to "Environmental Protection Agency," and bearing the notation "OSLTF – 311" and the docket number of this case. If the Respondent sends payment by check, the payment shall be addressed to:

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

If paying by EFT, the Respondent shall transfer \$39,000 to:

Federal Reserve Bank of NY
ABA 021030004
Account 68010727
33 Liberty Street
New York, N.Y. 10045

Field Tag 4200 of the EFT message shall read "D 68010727 Environmental Protection Agency."

in the case of an international transfer of funds, the Respondent shall use SWIFT address

FRNYUS33.

47. The Respondent shall submit copies of the check (or, in the case of an EFT transfer, copies of the EFT confirmation) to the following persons:

Regional Hearing Clerk (E-19J)
U.S. EPA, Region 5
77 West Jackson Blvd.
Chicago, IL 60604

Ellen M. Riley (SC-5J)
Chemical Emergency Preparedness
and Prevention Section
U.S. EPA, Region 5
77 West Jackson Blvd.
Chicago, IL 60604

Robert H. Smith
Associate Regional Counsel (C-14J)
U.S. EPA, Region 5
77 West Jackson Blvd.
Chicago, IL 60604

48. Failure by the Respondent to pay the penalty assessed by the Final Order in full by its due date may subject Respondent to a civil action to collect the assessed penalty, plus interest, attorney's fees, costs and an additional quarterly nonpayment penalty pursuant to Section 311(b)(6)(H) of the Act, 33 U.S.C. §1321(b)(6)(H). In any such collection action, the validity, amount and appropriateness of the penalty agreed to herein shall not be subject to review.

49. Pursuant to 31 C.F.R. § 901.9, Respondent must pay the following on any amount overdue under this CAFO. Interest will accrue on any amount overdue from the date the payment was due at a rate established pursuant to 31 U.S.C. § 3717. Respondent must pay a \$15

handling charge each month that any portion of the penalty is more than 30 days past due. In addition, the EPA will assess a 6 percent per year penalty on any principal amount 90 days past due.

Supplemental Environment Project

50. Respondent must complete a supplemental environmental project (SEP) designed to protect the environment by installing a concrete retention containment pad to replace the earthen dam which presently provides containment at the facility.

51. At its facility, Respondent must complete the SEP as specified in Exhibit A and spend at least \$78,785 on the items listed as "Eligible for SEP Credit" excluding the itemized welding cost.

52. Respondent must complete the SEP by February 28, 2014.

53. Respondent certifies as follows:

I certify that Shrader Tire and Oil, Inc. is not required to perform or develop the SEP by any law, regulation, order, or agreement or as injunctive relief as of the date that I am signing this CAFO. I further certify Shrader Tire and Oil, Inc. has not received, and is not negotiating to receive, credit for the SEP in any other enforcement action.

I certify that Shrader Tire and Oil, Inc. is not a party to any open federal financial assistance transaction that is funding or could be used to fund the same activity as the SEP. I further certify that, to the best of my knowledge and belief after reasonable inquiry, there is no such open federal financial transaction that is funding or could be used to fund the same activity as the SEP, nor has the same activity been described in an unsuccessful federal financial assistance transaction proposal submitted to EPA within two years of the date that I am signing this CAFO (unless the project was barred from funding as statutorily ineligible). For purposes of this certification, the term "open federal financial assistance transaction" refers to a grant, cooperative

agreement, loan, federally-guaranteed loan guarantee, or other mechanism for providing federal financial assistance whose performance period has not expired.

54. EPA may inspect the facility at any time to monitor Respondent's compliance with this CAFO's SEP requirements.

55. Respondent must submit a SEP completion report to EPA by no later than March 28, 2014. This report must contain the following information:

- a. Detailed description of the SEP as completed;
- b. Description of any operating problems and the actions taken to correct the problems;
- c. Itemized costs of goods and services used to complete the SEP documented by copies of invoices, purchase orders, or canceled checks that specifically identify and itemize the individual costs of the goods and services;
- d. Certification that Respondent has completed the SEP in compliance with this CAFO; and
- e. Description of the environmental and public health benefits resulting from each SEP (quantify the benefits and pollution reductions, if feasible).

56. Respondent must submit all notices and reports required by this CAFO by first-class mail to Ms. Ellen Riley, at the address provided in Paragraph 47, above.

57. In each report or document that Respondent submits as provided by this CAFO, it must certify that the report or document is true and complete by including the following statement signed by one of its officers:

I certify that I am familiar with the information in this document and that, based on my inquiry of those individuals responsible for obtaining the information, it is true and complete to the best of my knowledge. I know that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

58. Following receipt of the SEP completion report described in Paragraph 55 above, EPA must notify Respondent in writing that:

- a. It has satisfactorily completed the SEP and the SEP report;
- b. There are deficiencies in the SEP as completed or in the SEP report and EPA will give Respondent 30 days to correct the deficiencies; or
- c. It has not satisfactorily completed the SEP or the SEP report and EPA will seek stipulated penalties under Paragraph 60, below.

59. If EPA exercises option b above, Respondent may object in writing to the deficiency notice within 10 days of receiving the notice. The parties will have 30 days from EPA's receipt of Respondent's objection to reach an agreement. If the parties cannot reach an agreement, EPA will give Respondent a written decision on its objection. Respondent will comply with any requirement that EPA imposes in its decision. If Respondent does not complete the SEP as required by EPA's decision, Respondent will pay stipulated penalties to the United States under Paragraph 60, below.

60. If Respondent violates any requirement of this CAFO relating to the SEP, Respondent must pay stipulated penalties to the United States as follows:

- a. Except as provided in Subparagraph b, below, if Respondent did not complete the SEP satisfactorily according to the requirements of this CAFO, then Respondent must pay a penalty of \$59,000.
- b. If Respondent did not complete the SEP satisfactorily, but EPA determines that Respondent made good faith and timely efforts to complete the SEP and certified, with supporting documents, that it spent at least 90 percent of the amount set forth in Paragraph 51, then Respondent will not be liable for any stipulated penalty under Subparagraph a, above.
- c. If Respondent completed the SEP satisfactorily, but spent less than 90 percent of the amount set forth in Paragraph 51, then Respondent must pay a penalty of \$15,000.

- d. If Respondent did not submit timely the SEP completion report, including all required information identified in Paragraph 55, then Respondent must pay penalties in the following amounts for each day after such report was due until it submits the report:

<u>Penalty Per Violation Per Day</u>	<u>Period of Violation</u>
\$500	1st through 14th day
\$1,000	15th through 30th day
\$1,500	31st day and beyond

61. EPA's determinations of whether Respondent completed the SEP satisfactorily and whether Respondent made good faith and timely efforts to complete the SEP will bind Respondent.

62. Respondent must pay any stipulated penalties within 15 days of receiving EPA's written demand for the penalties. Respondent will use the method of payment specified in Paragraphs 46-49 above, and will pay interest, handling charges and nonpayment penalties on any overdue amounts.

63. Any public statement that Respondent makes referring to the SEP must include the following language, "Shrader Tire and Oil undertook this project under the settlement of the United States Environmental Protection Agency's enforcement action against it for violations of Section 311 of the Clean Water Act, 33 U.S.C. § 1321."

64. If an event occurs which causes or may cause a delay in completing the SEP as required by this CAFO:

- a. Respondent must notify EPA in writing within 10 days after learning of an event which caused or may cause a delay in completing the SEP. The notice must describe the anticipated length of the delay, its cause(s), Respondent's past and proposed actions to prevent or minimize the delay and a schedule to carry out those actions. Respondent must take all reasonable actions to avoid or

minimize any delay. If Respondent fails to notify EPA according to this paragraph, Respondent will not receive an extension of time to complete the SEP.

- b. If the parties agree that circumstances beyond the control of Respondent caused or may cause a delay in completing the SEP, the parties will stipulate to an extension of time no longer than the period of delay.
- c. If EPA does not agree that circumstances beyond the control of Respondent caused or may cause a delay in completing the SEP, EPA will notify Respondent in writing of its decision and any delays in completing the SEP will not be excused.
- d. Respondent has the burden of proving that circumstances beyond its control caused or may cause a delay in completing the SEP. Increased costs for completing the SEP will not be a basis for an extension of time under subparagraph b, above. Delay in achieving an interim step will not necessarily justify or excuse delay in achieving subsequent steps.

65. Nothing in this CAFO is intended to nor will be construed to constitute EPA approval of the equipment or technology installed by Respondent in connection with the SEP under the terms of this CAFO.

66. For federal income tax purposes, Respondent will neither capitalize into inventory or basis, nor deduct any costs or expenditures incurred in performing the SEP, except to the extent that such costs exceed the sum of \$78,785.

General Provisions

67. This CAFO constitutes a settlement by the EPA of all claims for civil penalties pursuant to Section 311(b) of the Act, 33 U.S.C. § 1321(b), for the violations alleged in this CAFO. Compliance with this CAFO shall not be a defense to any action subsequently commenced pursuant to federal laws and regulations administered by the EPA.

68. Respondent, by entering into this agreement, certifies that its SPCC Plan is presently in compliance with 40 C.F.R. Part 112.56. The Final Order shall be binding upon Respondent and Respondent's officers, directors, agents, servants, employees, and successors or assigns.

69. The EPA states that it has provided a thirty day opportunity for public notice and comment on this proposed CAFO pursuant to Section 311(b)(6)(C)(i) of the Act, 33 U.S.C. § 1321(b)(6)(C)(i), and 40 C.F.R. § 22.45(b), and has not received any public comments.

70. The Final Order does not constitute a waiver, suspension or modification of the requirements of Section 311 of the Act, 33 U.S.C. § 1321, or any regulations promulgated thereunder, and does not affect the right of the Administrator or the United States to pursue any applicable injunctive or other equitable relief or criminal sanctions for any violation of law. Payment of the penalty pursuant to this Consent Agreement resolves only Respondent's liability for federal civil penalties for the violations and facts alleged in this CAFO.

71. If Respondent fails to comply with this CAFO, Respondent waives any rights it may possess in law or equity to challenge the authority of the EPA to bring a civil action in the appropriate United States District Court to compel compliance with this CAFO and/or seek an additional penalty for non-compliance with the CAFO.

72. Each party shall bear its own costs and attorney's fees in connection with the action resolved by this CAFO.

73. Complainant reserves the right, pursuant to 40 C.F.R. 22.45(c)(4)(iii), to withdraw this CAFO within 15 days of receipt of a Commenter's petition requesting, pursuant to 40 C.F.R.

§ 22.45(c)(4)(ii), that the Regional Administrator set aside the CAFO on the basis of material evidence not considered.

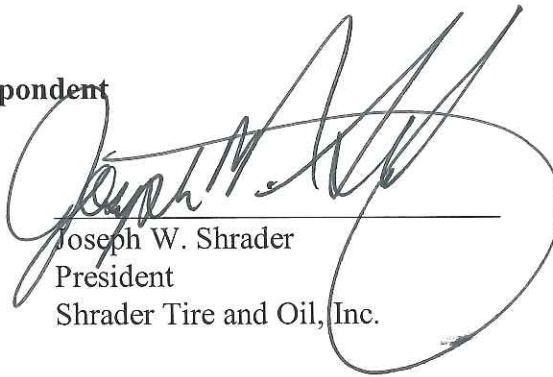
74. The undersigned representative of each Party to this CAFO certifies that he or she is duly authorized by the Party he or she represents to enter into the terms and bind that Party to them.

75. The Respondent and the EPA agree to the issuance and entry of the accompanying Final Order.

76. This CAFO shall become effective on the date it is filed with the Regional Hearing Clerk, Region 5.

Shrader Tire and Oil, Inc., Respondent


Date: 8-7-13



Joseph W. Shrader
President
Shrader Tire and Oil, Inc.

U.S. Environmental Protection Agency, Complainant

Date: 8-20-13



Richard C. Karl
Director
Superfund Division
U.S. Environmental Protection Agency
Region 5

RECEIVED
AUG 21 2013
REGIONAL HEARING CLERK
USEPA
REGION 5

In the Matter of: Shrader Tire and Oil, Inc. aka A T I Warehouse, Inc.
Docket No. CWA-05-2013-0018

FINAL ORDER

This Consent Agreement and Final Order, as agreed to by the parties, shall become effective immediately upon filing with the Regional Hearing Clerk. This Final Order concludes this proceeding pursuant to 40 C.F.R. §§ 22.18 and 22.31. IT IS SO ORDERED.

Date: 10-21-13



Susan Hedman
Regional Administrator
U.S. Environmental Protection Agency
Region 5



ATTACHMENT A

SHRADER TIRE AND OIL SEP PROPOSAL

ITEM	Total Cost	Eligible for SEP
Architecture and Engineering	\$5,900.00	\$5,900.00
SEI Crane rental	\$10,800.00	\$10,800.00
E & K site preparation	\$10,000.00	\$10,000.00
Ron's Welding	\$20,000.00	\$20,000.00
Romanko Sales and Service including the building shell	\$90,528.00	
Foundation work only		\$52,085.00
TOTAL	\$137,228.00	\$98,785.00



2045 Sylvania Ave., Toledo, OH 43613
(419) 472-2128 • Fax (419) 471-2634
www.shradertireandoil.com

**SHRADER TIRE & OIL
SEP PROPOSAL**

1. Take AST tanks 7-12A out of service.
2. Remove above tanks and support cradles.
3. Excavate earthen berm and soil from diked area.
4. Remove oil water separator.
5. Pour footers, floor, and dike retaining walls.
6. Erect 45' x 55' metal butler building (see diagram).
7. Install 6 new 8,000 gallon tanks or 6 used 10,000 gallon tanks.

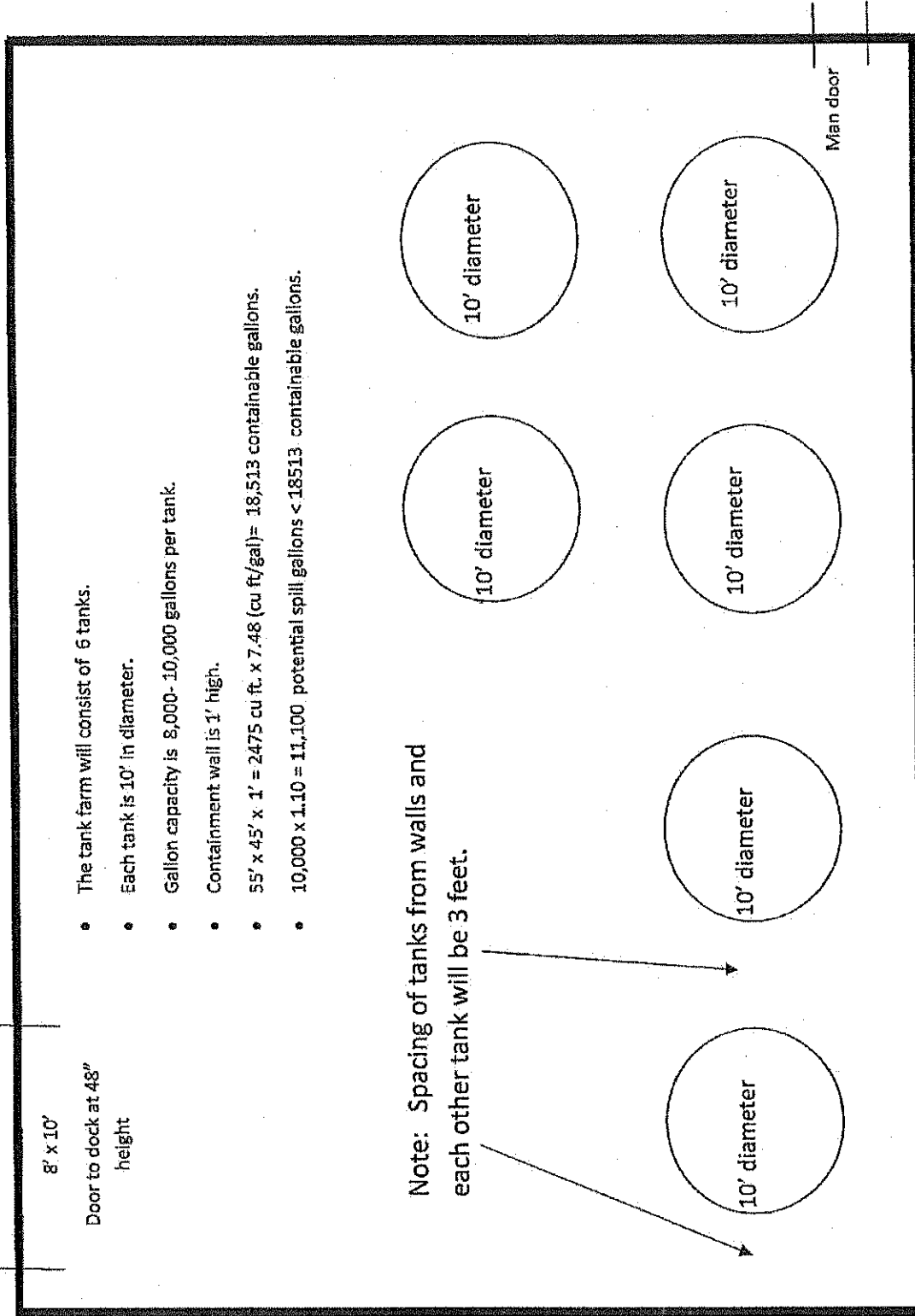
March 15, 2013

"Your Trusted Fleet and Industrial Specialists Since 1948"



Proposed building to replace 1130 -1180 Laskey Road earthen dike / Shrader Tire and Oil

55 feet



- The tank farm will consist of 6 tanks.
- Each tank is 10' in diameter.
- Gallon capacity is 8,000- 10,000 gallons per tank.
- Containment wall is 1' high.
- $55' \times 45' \times 1' = 2475 \text{ cu ft.} \times 7.48 \text{ (cu ft/gal)} = 18,513 \text{ containable gallons.}$
- $10,000 \times 1.10 = 11,100 \text{ potential spill gallons} < 18513 \text{ containable gallons.}$

45 feet



Mark Meyer

From: Pamela Fox [pam@romanko.com]
Sent: Tuesday, April 02, 2013 1:00 PM
To: Mark Meyer
Subject: FW: Shrader Tire Building Quote

From: Cogger/Shamberger Architect, In [mailto:cosharch@spcajglobal.net]
Sent: Tuesday, April 02, 2013 11:47 AM
To: Pam Fox
Subject: Shrader Tire Building Quote

Proposed A/E services fee for 45'x55' Shrader oil storage building - Laskey Road = \$5,900.00

- * Site location plan for permit purposes only. No site engineering other than in the area immediately adjacent to the building.
- * Architectural construction / permit documents as required for new pre-engineered metal building.
- * Structural / foundation design / permit drawings as required for new building.
- * Heating & ventilation design as required for permit & construction.
- * Assume there is no plumbing in the building other than gas lines.
- * Electrical design as required for permit & construction. Assume electrical power from another source - no new electrical service.
- * We will need a topo survey of the site.
- * We assume there are no EPA issues, submittals reports or issues.

If you have any questions, please contact our office.

Bill Cogger

Cogger/Shamberger Architect, Inc
3550 Secor Road Suite 100

Toledo, Ohio 43606
419.537.9759 Fax 419.537.6589

Mark Meyer

From: Pamela Fox [PamFox@bright.net]
Sent: Monday, April 01, 2013 2:02 PM
To: mark.meyer@shradar.biz
Subject: Cost Breakdown

Hi Mark,

The cost of the building that includes everything above the foundation is \$38,443.

Pamela Fox

Pamela Fox

Office Manager

Romanko Sales & Service, Inc.

419-927-9712

Fax: 419-927-9714

Email: pam@romanko.com



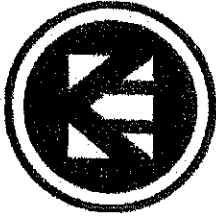
Schaedler Enterprises Inc.

1831 E. Manhattan Blvd. Toledo, OH 43608 (419) 727-9930

Company Name: Shrader Tire & Oil		Proposal By: Tom Greenman	
Address: 2045 Sylvania Ave. Toledo, OH 43613			
Phone: (419) 472-2128			
Contact Name: Mel Gopp (419) 467-6982		Equipment: Link-Belt 8690	
Job Location: Shrader Tire & Oil, 1130 W Laskey Rd, Toledo, OH			
Height Up	Ground.	Set Back	
Weight lbs	10,000LB.	Rigging & Counterweights	As Needed. 39,500LB.
Distance	95'	Object	6 Tanks.
<p>Scope of work for removal of tanks: Remove 6 tanks elevated on stands and set on ground, along fence.</p> <ul style="list-style-type: none"> Lump Sum Prices \$6,300.00. This price includes: Crane, Operator, Oiler, Riggers, Rigging, Cartage of Counterweights, Permits, and Fuel Surcharge. Site preparation, demo of cat walk and separation of tanks from stands performed by others. <p>Scope of work for setting tanks into new building: Provide crane, operator & oiler to set 6 tanks into new building before roof is installed on new building. Tanks to be set were those removed in the first part of scope above. Tanks will be refurbished, rigged and installed by others.</p> <ul style="list-style-type: none"> Lump Sum Prices \$4,500.00. This price includes: Crane, Operator, Oiler, Rigging, Cartage of Counterweights, Permits, and Fuel Surcharge. 			
Note: This Quote Is for Work to be done Monday - Friday.			

Schaedler Enterprises, Inc.

Date: 03/19/2013



E & K CONTRACTORS

SINCE 1978

4030 Fitch Road Toledo, Ohio 43613
Phone: 419-474-9454 Fax: 419-474-9494
Toll Free: 1-800-536-9454
Email: Office@EKContractors.com

-ESTIMATE-

March 29th 2013

Mel Gopp
Shrader Tire and Oil
2045-51 Sylvania Ave
Toledo, OH 43613

Attention: Mel Gopp

Job Location: 1130 W Laskey Rd Toledo Ohio 43612.

Job Description:

- Remove all piping and tank supports.
- Level dyke and access dirt move over to N.E. corner of property.
- Haul away brick block to approved dumpsite.

Will do the job on a time and material: \$2,500.00 per day not to exceed 4 days.

Full payment due in 30 days.

- Thank you.

RON'S PORTABLE WELDING

14300 Mellon
Detroit, MI 48217

Telephone: 313-849-1610
Fax # 1-313-849-2931

SEND TO Company name <i>Shrader Tire & Oil</i>	From <i>Ron Johnson</i>
Attention <i>Mel</i>	Date <i>3-20-13</i>
Office location	Office location
Fax number <i>419-471-2534</i>	Phone number

Urgent Reply ASAP Please comment Please review For your information

Total pages, including cover: _____

COMMENTS

*Quote as requested on tank project.
Welding & labor to cut 3 of your existing
tanks in half, close up each half (6 pcs.)
to make new vertical tanks. Install
manhole access in each tank. Install sump
drain in bottom of each tank, we supply.
Install your I-beam (3 pcs) on bottom
of each tank. Seal up all unnecessary holes
in each tank. You supply manholes and
plate for all tanks.*

*Estimated cost for this project
\$20,000.00*

*Ross Portable Welding
Ronald Johnson*



ROMANKO SALES & SERVICE, INC.

P.O. Box 438 Sycamore, Ohio 44882
PH 419.927.9712 FAX 419.927.9714

Since 1954

Celebrating Over 58 Years in Business



AMERICAN BUILDINGS

A FLECO COMPANY
www.Romanko.com

March 20, 2013

Shrader Tire & Oil
Attn: Mark Meyer

Dear Mr. Meyer:

We are pleased to have the opportunity to provide you with this proposal for the building located on Laskey Road. Romanko Sales and Service will provide the labor, materials and equipment necessary to supply and erect the Tank Farm Building in accordance with the following specifications:

- Foundation with 1' retention wall above floor
- 8" Reinforced floor using 4x4x4 guage WWM
- 6" Stone Sub Base under Floor
- Clear Span Building with 19' clearance above floor
- R-11 Insulation Package
- One (1) 3070 Walk Door
- One (1) 8' x 10' Overhead Door

- Standard one-year warranty on material and labor

Complete erection and mobilization Price = \$ 90,528.00

We have requested a price from Coger & Shambarger Architects to complete the Civil and Architectural Drawings required for permits. We will forward this to you when we receive it.

If you have any questions, please do not hesitate to contact our office. We look forward to working with you.

Respectfully Submitted,

Lorne W. Romanko
Romanko Sales & Service, Inc.

In the Matter of: Shrader Tire and Oil, Inc. aka ATI Warehouse, Inc.

Docket No. CWA-05-2013-0018

Certificate of Service


I, Ellen Riley, certify that I filed the original and a copy of the Consent Agreement and Final Order (CAFO) with the Regional Hearing Clerk, U.S. Environmental Protection Agency, Region 5, delivered a copy of the CAFO by intra-office mail to the Regional Judicial Officer, U.S. Environmental Protection Agency, Region 5, and mailed a second original CAFO by first-class, postage prepaid, certified mail, return receipt requested, to Respondent by placing it in the custody of the United States Postal Service addressed as follows:

Mr. Joseph W. Shrader
President
Shrader Tire and Oil, Inc.
2045-51 Sylvania Avenue
Toledo, Ohio 43613

Mr. William T. Maloney
Attorney at Law
20 North St. Clair Street
Toledo, Ohio 43604



On the ⁶ ~~25~~^{November} day of October, 2013



Ellen M. Riley
U.S. Environmental Protection Agency
Region 5