

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION VII
901 NORTH 5TH STREET
KANSAS CITY, KANSAS 66101

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ENVIRONMENTAL PROTECTION
AGENCY-REGION VII
REGIONAL HEARING CLERK

In the Matter of)
)
SKEETER PRODUCTS, INC.)
d/b/a G3 BOATS)
Lebanon, Missouri)
Respondent.)
)
Proceeding to Assess a Civil Penalty)
Under Section 113(d) of the Clean)
Air Act for NESHAP Violations)
)

**CONSENT AGREEMENT
AND FINAL ORDER**

Docket No. CAA-07-2007-0035

I. PRELIMINARY STATEMENT

The United States Environmental Protection Agency, Region VII ("EPA" or "Complainant") and Skeeter Products Inc. and Skeeter Products Inc. doing business as G3 Boats (hereinafter jointly referred to as Respondent) have agreed to a settlement of this action before the filing of a complaint, and thus this action is simultaneously commenced and concluded pursuant to Rules 22.13(b) and 22.18(b)(2) of 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. §§ 22.13(b) and 22.18(b)(2).

II. ALLEGATIONS

Jurisdiction

1. This is an administrative action for the assessment of civil penalties instituted pursuant to Section 113(d) of the Clean Air Act ("CAA" or "the Act"), 42 U.S.C. § 7413(d).

2. Pursuant to Section 113(d) of the Act, and 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," codified at 40 CFR Part 22 ("Part 22"), Complainant hereby provides notice of its proposal that the Administrator assess a civil penalty against Skeeter Products, Inc. and Skeeter Products, Inc. d/b/a G 3 ("Respondents") for violations of the National Emission Standards for Hazardous Air Pollutants ("NESHAPs") for Boat Manufacturing, 40 C.F.R. Part 63, Subpart VVVV, promulgated pursuant to Section 112 of the Act, 42 U.S.C. § 7412.

Parties

3. The Complainant, by delegation from the Administrator of the EPA, and the Regional Administrator, EPA, Region VII, is the Director of the Air, RCRA, and Toxics Division, EPA, Region VII.

4. The Respondents are Skeeter Products, Inc. and Skeeter Products, Inc. d/b/a G3 and/or Generation 3. Skeeter Products, Inc. ("Skeeter") is a company organized under the laws of Texas and registered to do business in Missouri. Skeeter owns and operates a facility located at 901 Cowan Drive in Lebanon, Missouri. G3 and Generation 3 are names under which the facility in Lebanon does business. Neither G3 or Generation 3 are registered names with the Missouri Secretary of State.

Statutory and Regulatory Background

5. The Clean Air Act establishes a regulatory scheme designed to protect and enhance the quality of the nation's air so as to promote the public health and welfare and the productive capacity of its population. Section 101(b)(1) of the Clean Air Act, 42 U.S.C. § 7401(b)(1).

6. Section 112 of the Act, 42 U.S.C. § 7412, authorizes the Administrator of EPA to regulate hazardous air pollutants ("HAPs") which may have an adverse effect on health or the environment.

7. The Administrator established emission standards, codified at 40 C.F.R. Part 63, Subpart VVVV: National Emission Standards for Hazardous Air Pollutants for Boat Manufacturing, for new and existing boat manufacturing facilities with resin and gel coat operations, carpet and fabric adhesive operations, or aluminum recreational boat surface coating operations.

8. Pursuant to 40 C.F.R. § 65.5683, the NESHAPs for Boat Manufacturing applies to owners or operators of boat manufacturing facilities that build fiberglass boats or aluminum recreational boats, and are a major source of HAPs.

9. Pursuant to 40 C.F.R. § 63.2, "owner or operator" is defined as "any person who owns, leases, operates, controls, or supervises a stationary source."

10. Section 112(a)(1) of the Clean Air Act, 42 U.S.C. § 7412(a)(1), defines "major source" as any stationary source or group of stationary sources located within a contiguous area and under common control that emits or has the potential to emit, considering controls, in the aggregate, ten (10) tons per year or more of any hazardous air pollutant or twenty-five (25) tons per year or more of any combination of hazardous air pollutants.

11. Section 111(a)(3) of the Act, 42 U.S.C. § 7411(a)(3), and 40 C.F.R. § 63.2 defines a "stationary source" as "the collection of equipment, activities, or both within a single contiguous area and under common control that is included in a section 112(c) source category or subcategory for which a section 112(d) standard or other relevant standard is established pursuant to section 112 of the Act."

12. Pursuant to 40 C.F.R. § 63.2, “affected source” is defined as “the stationary source, the group of stationary sources, or the portion of a stationary source that is regulated by a relevant standard or other requirement established pursuant to section 112 of the Act.”

13. Pursuant to 40 C.F.R. § 63.5689, the affected source to which the provisions of the NESHAPs for Boat Manufacturing, 40 C.F.R. Part 63, Subpart VVVV, apply is “the combination of all of the boat manufacturing operations listed in paragraphs (a) through (f) of this section.” Paragraphs (a) through (f) are as follows:

- a) Open molding resin and gel coat operations (including pigmented gel coat, clear gel coat, production resin, tooling get coat, and tolling resin).
- b) Closed molding resin operations.
- c) Resin and gel coat mixing operations.
- d) Resin and gel coat application equipment cleaning operations.
- e) Carpet and fabric adhesive operations.
- f) Aluminum hull and deck coating operations, including solvent wipedown operations and paint spray gun cleaning operations, on aluminum recreational boats.

14. Pursuant to 40 C.F.R. § 63.5695, the compliance date for owners/operators of boat manufacturing facilities subject to 40 C.F.R. Part 63, Subpart VVVV: National Emissions Standards for Hazardous Air Pollutants for Boat Manufacturing that were a major source on or before August 22, 2001 is August 23, 2004.

15. Section 113(d) of the Act, 42 U.S.C. § 7413(d), pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990, 28 U.S.C. § 2461, as amended by The Debt Collection Improvement Act of 1996, 31 U.S.C. § 3701, 28 U.S.C. § 2461, authorizes the Administrator to issue an administrative order against any person assessing a civil administrative penalty of up to \$32,500 per day of violation for each violation occurring after March 15, 2004 whenever, on the basis of any available information, the Administrator finds that such person has violated or is violating any requirement or prohibition of the Act referenced therein, including Section 112.

Violations

16. The Complainant hereby states and alleges that Respondent has violated the Clean Air Act and federal regulations, promulgated pursuant to the Act, as follows:

General Allegations

17. Respondent is the owner and/or operator of a boat manufacturing facility located at 901 Cowan Drive in Lebanon, Missouri.

18. Respondent’s boat manufacturing facility was a major source of hazardous air pollutants on or before August 22, 2001 and continued to be a major source at all times relevant to this action.

19. Respondent manufactures aluminum boats, using aluminum wipedown solvents and aluminum surface coatings in the process.

20. Respondent is subject to 40 C.F.R. Part 63, Subpart VVVV.

21. Respondent is, and at all times referred to herein, was a “person” as defined at 42 U.S.C. § 7602(e).

Count I

Failure to Submit a Notification of Compliance Status

22. The facts alleged in paragraphs 5 through 21 are realleged and incorporated herein as if fully stated.

23. Pursuant to 40 C.F.R. § 63.5764(b), Respondent is required to submit an initial compliance report covering the first 12 months after the initial compliance date.

24. The initial compliance date for Respondent, an existing source, to comply with the Boat MACT was August 23, 2004, as specified in 40 C.F.R. § 63.5695 and Table 1 to Subpart VVVV of Part 63.

25. Pursuant to 40 C.F.R. § 63.5764(b), Respondent’s initial compliance report, covering the period from August 2004 through December 2005, was due no later than February 28, 2006.

26. Respondent did not submit an initial compliance report to the Administrator until March 16, 2007.

27. Respondent’s failure to comply with 40 C.F.R. § 63.5764(b) is a violation of Section 112 of the Act, 42 U.S.C. § 7412.

Count II

Failure to Keep Records Demonstrating Compliance with the Emission Limit

28. The facts alleged in paragraphs 5 through 21 are realleged and incorporated herein as if fully stated.

29. Pursuant to 40 C.F.R. § 63.5746, to demonstrate compliance with the emission limits for aluminum wipedown solvents and aluminum coatings, Respondent must determine and keep records of the solids content (liters of solids per liter of coating or volume fraction) of each surface coating.

30. Pursuant to 40 C.F.R. § 63.5767(c)(2), Respondent is required to keep records of, *inter alia*, the weighted-average organic HAP content of all aluminum surface coatings, as determined under 40 C.F.R. § 63.5752.

31. To calculate the weighted-average organic HAP content of aluminum surface coatings as directed by 40 C.F.R. § 63.5752, Respondent must input the solids content (liters of solids per liter of coating) for each aluminum surface coating.

32. For the time period from August 2004 through and including April 2006, Respondent failed to determine and record the solids content for the aluminum surface coatings used in the process of boat manufacturing at Respondent's facility.

33. By failing to determine and record the solids content of surface coatings, Respondent also failed to properly calculate the weighted-average organic HAP content of coatings used at the facility from August 2004 through and including April 2006.

34. Respondent's failure to accurately determine and keep records of the HAP emissions from the facility, as required by 40 C.F.R. §§ 63.5746 and 63.5767, is a violation of Section 112 of the Act, 42 U.S.C. § 7412.

III. CONSENT AGREEMENT

1. Respondent and EPA agree to the terms of this Consent Agreement and Final Order and Respondent agrees to comply with the terms of the Final Order portion of this Consent Agreement and Final Order.

2. Respondent admits the jurisdictional allegations set forth above, and agrees not to contest EPA's jurisdiction in this proceeding or any subsequent proceeding to enforce the terms of the Final Order portion of this Consent Agreement and Final Order.

3. Respondent neither admits nor denies the factual allegations set forth above.

4. Respondent waives its right to a judicial or administrative hearing on any issue of fact or law set forth above and waives its right to appeal the Final Order portion of this Consent Agreement and Final Order.

5. Respondent and EPA agree to conciliate this matter without the necessity of a formal hearing and to bear their respective costs and attorney's fees incurred as a result of this action.

6. This Consent Agreement and Final Order addresses all civil and administrative claims for the Clean Air Act violations identified above, existing through the effective date of this Consent Agreement and Final Order. Complainant reserves the right to take enforcement action with respect to any other violations of the Clean Air Act or other applicable law.

7. Respondent certifies by the signing of this Consent Agreement and Final Order that to the best of its knowledge, Respondent's facility is in compliance with all requirements of Section 112 of the Clean Air Act, 42 U.S.C. § 7412, and all regulations promulgated thereunder.

8. The effect of settlement described in paragraph 6 above is conditional upon the accuracy of the Respondent's representations to EPA, as memorialized in paragraph 7 above, of this Consent Agreement and Final Order.

9. Pursuant to § 113(e) of the Clean Air Act, the nature of the violations, Respondent's agreement to perform a Supplemental Environmental Project (SEP) and other relevant factors, EPA has determined that an appropriate civil penalty to settle this action is in the amount of Twenty-seven Thousand Eight Hundred Eighteen Dollars (\$27,818).

10. The penalty specified in paragraph 9, above, shall represent civil penalties assessed by EPA and shall not be deductible for purposes of Federal taxes.

11. Respondent consents to the issuance of the Final Order hereinafter recited and consents to the payment of the mitigated civil penalty and performance of the SEP as set forth in the Final Order.

12. In settlement of this matter, Respondent agrees to complete the following Supplemental Environmental Project (SEP), which the parties agree is intended to secure significant environmental and/or public health benefits.

13. Respondent shall complete the SEP as follows: purchase one 18-gallon solvent minimizer, replace SS-1700 solvent with a non-HAP solvent, and purchase six electrostatic spray guns for use at the Facility. The SEP is more specifically described in the Scope of Work (hereinafter the "Scope of Work"), attached hereto as Appendix A and incorporated herein by reference. All work required to complete the SEP shall be performed in compliance with all federal, state, and local laws and regulations.

14. The total expenditure for the SEP is estimated to be \$37,281 and the SEP shall be completed no later than sixty-five (65) days after the effective date of this Consent Agreement and Final Order, in accordance with the specifications set forth in the Scope of Work. Respondent shall include documentation of the expenditures made in connection with the SEP as part of the SEP completion report.

15. Respondent certifies that it is not required to perform or develop the SEP by any federal, state, or local law or regulation; nor is Respondent required to perform or develop the SEP by agreement, grant, or as injunctive relief in this or any other case or to comply with state or local requirements. Respondent further certifies that Respondent has not received, and is not presently negotiating to receive, credit in any other enforcement action for the SEP.

16. Within sixty (60) days of completion of the SEP, Respondent shall submit a SEP Completion Report to EPA. The SEP Completion Report shall contain the following:

- (i) A detailed description of the SEP as implemented;
- (ii) Itemized costs;
- (iii) A description of any operating problems encountered and the solutions thereto;

- (iv) A certification that the SEP has been fully implemented pursuant to the provisions of this Consent Agreement and Final Order; and
- (v) A description of the environmental and public health benefits resulting from implementation of the SEP (with quantification of the benefits and pollutant reductions, if feasible).
- (vi) The report shall be submitted via first class mail to:

Richard Tripp
ARTD/APCO
United States Environmental Protection Agency - Region VII
901 N. Fifth Street
Kansas City, Kansas 66101.

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

18. Respondent shall operate the 18-gallon solvent minimizer and electrostatic spray guns, and not use S 1700 or any other HAP containing solvent, as the SEP as set forth in the Scope of Work for not less than two (2) years subsequent to installation.

19. After receipt of the SEP Completion Report described in paragraph 16, above, EPA will notify 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 21 herein. 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 from the 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 Final Order. In the event the SEP is not completed as contemplated herein, as determined by EPA, stipulated penalties shall be due and payable by Respondent to EPA in accordance with paragraph 21 herein.

20. Respondent agrees that failure to submit the SEP Completion Report required by

paragraph 16 above, shall be deemed a violation of this Consent Agreement and Final Order and Respondent shall become liable for stipulated penalties pursuant to paragraph 21 below.

21. Stipulated Penalties

a) In the event that Respondent fails to comply with any of the terms or provisions of this Agreement relating to the performance of the SEP described in paragraph 13 above, and/or to the extent that actual expenditures for the SEP do not equal or exceed the cost of the SEP described in paragraph 14 above, Respondent shall be liable for stipulated penalties according to the provisions set forth below:

- (i) Except as provided in subparagraph (ii) immediately below, for a SEP which has not been completed satisfactorily pursuant to this Consent Agreement and Final Order, Respondent shall pay a stipulated penalty to the United States in the amount of \$16,282.
- (ii) If the SEP is not completed in accordance with paragraph 13, but the Complainant determines that the Respondent: a) made good faith and timely efforts to complete the project; and b) certifies, with supporting documentation, that at least 90 percent of the amount of money which was required to be spent was expended on the SEP, Respondent shall not be liable for any stipulated penalty.
- (iii) If the SEP is completed in accordance with paragraph 13, 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 \$1,628.
- (iv) If the SEP is completed in accordance with paragraph 13, and the Respondent spent at least 90 percent of the amount of money required to be spent for the project, Respondent shall not be liable for any stipulated penalty.
- (v) For failure to submit the SEP Completion Report required by paragraph 16 above, Respondent shall pay a stipulated penalty in the amount of \$100 for each day after the due date of the Completion Report stated in paragraph 16 above, until the report is submitted.

b) The determinations of whether the SEP has been satisfactorily completed and whether the Respondent has made a good faith, timely effort to implement the SEP shall be in the sole discretion of EPA.

c) Stipulated penalties for paragraph (v) above shall begin to accrue on the day after performance is due, and shall continue to accrue through the final day of the completion of the activity.

d) Respondent shall pay stipulated penalties not more than fifteen (15) days after receipt of written demand by EPA for such penalties. Method of payment shall be in accordance with the provisions of paragraph 1 below. Interest and late charges shall be paid as stated in paragraph 23 herein.

22. Respondent understands that the failure to pay any portion of the mitigated civil penalty as stated in paragraph 9, or any portion of a stipulated penalty as stated in paragraph 21, in accordance with the provisions of this order may result in commencement of a civil action in Federal District Court to recover the total penalty, together with interest at the applicable statutory rate.

23. Pursuant to 31 U.S.C. § 3717, EPA is entitled to assess interest and penalties on debts owed to the United States and charge to cover the costs of processing and handling delinquent claims. Interest will therefore begin to accrue on a civil or stipulated penalty if it is not paid by the last date required. Interest will be assessed at the rate of the United States tax and loan rate in accordance with 4 C.F.R. § 102.13(c). A charge will be assessed to cover the debt collection, including processing and handling costs and attorney's fees. In addition, a non-payment penalty charge of six (6) percent per year compounded annually will be assessed on any portion of the debt which remains delinquent more than ninety (90) days after payment is due. Any such non-payment penalty charge on the debt will accrue from the date the penalty becomes due and is not paid, 40 C.F.R. §§ 102.13(d) and (e).

24. 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 United States Environmental Protection Agency."

25. This Consent Agreement and Final Order shall not relieve Respondent of its obligation to comply with all applicable federal, state, and local laws, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit, nor shall it be construed to constitute EPA approval of the equipment or technology installed by Respondent in connection with the SEP undertaken pursuant to this Agreement.

26. This Final Order portion of this Consent Agreement and Final Order shall apply to and be binding upon Respondent, and Respondent's agents, successors, and/or assigns. Respondent shall ensure that all contractors, employees, consultants, firms, or other persons or entities acting for Respondent with respect to matters included herein comply with the terms of this Consent Agreement and Final Order.

27. The undersigned representative of Respondent certifies that he or she is fully authorized to enter the terms and conditions of the Consent Agreement and Final Order and to legally bind Respondent to it.

IV. FINAL ORDER

Pursuant to the provisions of the Clean Air Act, 42 U.S.C. § 7401, and based upon the information set forth in this Consent Agreement, IT IS HEREBY ORDERED THAT:

1. Respondent shall pay a mitigated civil penalty of Twenty-Seven Thousand Eight Hundred Eighteen Dollars (\$27,818) within thirty (30) days of entry of this Final Order.

Payment of the penalty shall be by cashier or certified check made payable to the "United States Treasury" and remitted to:

U.S. Environmental Protection Agency
P.O. Box 371099M
Pittsburgh, Pennsylvania 15251.

The payment shall reference docket number CAA-07-2007-0035.

2. Copies of the check shall be mailed to:

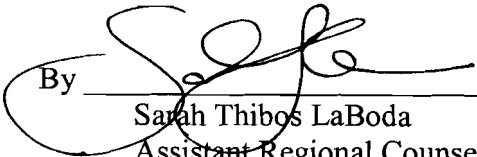
Sarah Thibos LaBoda
Assistant Regional Counsel
U.S. Environmental Protection Agency - Region VII
901 North 5th Street
Kansas City, Kansas 66101

and

Kathy Robinson
Regional Hearing Clerk
U.S. Environmental Protection Agency - Region VII
901 North 5th Street
Kansas City, Kansas 66101.

3. Respondent shall complete the Supplemental Environmental Project in accordance with the provisions set forth in the Consent Agreement and shall be liable for any stipulated penalty for failure to satisfactorily complete such SEP, as specified in the Consent Agreement.

COMPLAINANT:
UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY

By  _____
Sarah Thibos LaBoda
Assistant Regional Counsel

Date 7/30/07

By Becky Weber
Becky Weber
Director
Air, RCRA, and Toxics Division

Date 8/1/07

RESPONDENT:
SKEETER PRODUCTS, INC.
SKEETER PRODUCTS, INC., d.b.a. G3

Terry Ickes
Signature

TERRY ICKES
Printed Name

Vice President / Gen. Mgr.
Title

JULY 26, 2007
Date

IT IS SO ORDERED. This Order shall become effective immediately.

Karina Borromeo
KARINA BORROMEEO
Regional Judicial Officer
U.S. EPA, Region VII

August 9, 2007
Date

APPENDIX A

SUPPLEMENTAL ENVIRONMENTAL PROJECTS

SCOPE OF WORK

In satisfaction of its obligations under this Consent Agreement and Final Order (“CAFO”), Skeeter Products Inc. and Skeeter Products Inc., doing business as G3 Boats (“G3”) will complete the supplemental environmental projects (“SEPs”) listed below. A SEP is an environmentally beneficial project that a respondent agrees to undertake in settlement of an enforcement action, but one which the respondent is not otherwise legally required to perform, and that primarily benefits the public health or the environment. EPA has approved the following SEPs, in addition to the administrative penalty set forth in paragraph 9 of Section III of this CAFO, for the settlement of this matter. G3 Boats must operate the solvent minimizer and the electrostatic spray guns for a period of twenty four months.

1. This settlement arises out of Clean Air Act inspection findings that EPA made with respect to G3’s Lebanon, Missouri facilities, as further described in paragraphs 27 and 34 of this CAFO. The SEP projects described below are designed to benefit the local community and to reduce hazardous air emissions from the facility.
2. G3 agrees to purchase one 18-gallon solvent minimizer (Saftee-Kleen Minimizer 18). This minimizer allows solvents to be reclaimed on site eliminating the purchase of some new solvent and reducing the quantity of waste generated. G3 shall use the use this minimizer to recover solvent at the G3 facility at least three times each month that the facility is “in operation,” meaning those months that the plant is open for at least 14 days during that calendar month. In conjunction with the use of the solvent minimizer, G3 will also replace SS-1700 solvent with methyl ethyl ketone (or other non-HAP containing solvent). This SEP will result in the reclamation of 275 gallons of solvent per month and the elimination of 5 drums of waste per month. The implementation of this SEP project is estimated to result in a G3 expenditure of \$15,300.
3. G3 also agrees to purchase six electrostatic spray guns (Graco 3 PRO X High Conductivity Electrostatic Manual Spray Guns) for use at the Lebanon, Missouri facility, which was the subject of EPA’s inspection. Replacing a manual spray gun with an electrostatic spray gun will reduce overspray saving about 30 - 40 % Four of these electrostatic guns will be used at the facility for the next two years to apply coatings to aluminum boats, the remaining two will be used as backup and replacement. This SEP will result in using electrostatic spray guns will save about 5,700 gallons of coatings a year. The implementation of this SEP project is estimated to result in a G3 expenditure of \$21,981.
4. The implementation of the SEP projects described in paragraphs 2 and 3 of this Appendix are estimated to result in a total G3 expenditure of \$37,281. EPA agrees that G3 will have fulfilled its obligations under this CAFO related to the SEPs, if (i) the SEPs are completed, as described herein, and (ii) actual costs incurred by G3

(including equipment costs, installation costs, and internal costs attributed solely to these SEP projects), are 90 percent or more of the estimated expenditures for the implementation of these SEPs, based upon the cost documentation in the SEP Final Report required in paragraph 7 of this Appendix below.

5. G3 shall purchase the equipment described in paragraph 2 of this Appendix within **45 days** of the effective date of this CAFO. G3 shall install, implement, and commence use of the equipment described in paragraph 2 of this Appendix within **65 days** of the effective date of this CAFO.
6. G3 shall purchase the equipment described in paragraph 3 of this Appendix within **45 days** of the effective date of this CAFO. G3 shall install, implement, and commence use of the equipment described in paragraph 3 of this Appendix within **65 days** of the effective date of this CAFO.
7. Within **60 days** from the completion of the implementation of the SEPs described in both paragraphs 2 and 3 of this Appendix, G3 will submit to EPA a Final SEP Report. This Final SEP Report shall provide a detailed description of the SEPs as implemented, including dates of completion of the SEPs and an estimate of the measurable reduction in pollutants generated and/or reduction in pollutants released to the environment as a result of the SEPs. The report shall also document all approvable costs incurred in the purchase, installation, and operation of the SEPs.

IN THE MATTER OF Skeeter Products, Inc. D/b/a G3 Boats, Respondent
Docket No. CAA-07-2007-0035

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Consent Agreement and Final Order was sent this day in the following manner to the addressees:

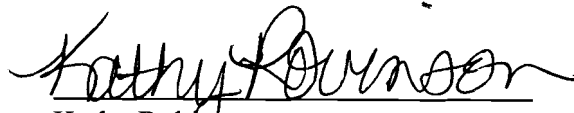
Copy hand delivered to
Attorney for Complainant:

Sarah Thibos LaBoda
Assistant Regional Counsel
Region VII
United States Environmental Protection Agency
901 N. 5th Street
Kansas City, Kansas 66101

Copy by Certified Mail Return Receipt to:

Ms. Stacey Pearcy
G3 Boats
901 Cowan Drive
Lebanon, Missouri 65536

Dated: 8/9/07


Kathy Robinson
Hearing Clerk, Region 7