

Received 4/25/07



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4
ATLANTA FEDERAL CENTER
61 FORSYTH STREET
ATLANTA, GEORGIA 30303-8960

APR 25 2007

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Lester Key, Chairman
Key Oil Company
4225 Nashville Road
Franklin, KY 42134

SUBJ: 33 U.S.C. §§ 1318 and 1321/Notice of Violation/Opportunity to Show Cause
Key Oil Company
Re: Spills in Bowling Green, KY on or about May 17, 2004, and
Martin, KY on or about August 19, 2005

Dear Mr. Key:

The Federal Clean Water Act (Act or CWA), 33 U.S.C. §§ 1251-1387, prohibits the discharge of oil or hazardous substances into waters of the United States or adjoining shorelines in such quantities as may be harmful. The United States Environmental Protection Agency's (EPA) regulations at 40 C.F.R. Part 110 explain that, among other things, a discharge of oil that causes a film, sheen, discoloration, sludge or emulsion or violates applicable water quality standards is considered to be in a quantity that may be harmful. In addition, EPA's regulations at 40 C.F.R. Parts 116 and 117 designate hazardous substances under Section 311(b)(2)(A) of the Act, and the reportable quantities of such hazardous substances that when discharged are considered to be in quantities that may be harmful. Each discharge of oil or hazardous substances into waters of the United States in a quantity that may be harmful constitutes a violation of Section 311(b)(3) of the Act, 33 U.S.C. §1321(b)(3). EPA has information indicating that each of the discharge events identified above may have been a violation of the Act.

EPA invites you to discuss the circumstances of the discharge(s) identified above by meeting with us at EPA Region 4's offices or by telephonic conference. Please be prepared to discuss settlement of this matter pursuant to the terms of a Consent Agreement and/or to show cause why EPA should not proceed with the initiation of civil or criminal proceedings or institute administrative proceedings to assess penalties at that time.

EPA requests that you have available for the meeting all relevant information with documentation pertaining to the discharge(s) identified above that you would like EPA to consider. Such information may include any financial information which may reflect on Key Oil's ability to pay a penalty. Please also be prepared to thoroughly support, with documentation,

Key Oil's assertion that only 1,160 gallons was spilled August 19, 2005, as opposed to the total tanker volume.

You may be represented by legal counsel at the meeting or during the telephone conference. EPA will have counsel present. If you desire such a meeting or a telephone conference, please contact Vera Kornylak, the attorney assigned to this matter, at (404) 562-9589 within fourteen (14) days from receipt of this letter to schedule such meeting or telephone conference. If you have questions regarding this request, please contact Rhonda Rollins at (404) 562-8664. Thank you for your cooperation in this matter.

Sincerely,



Narindar Kumar, Chief
RCRA/OPA Enforcement and Compliance Branch
RCRA Division

cc Vera Kornylak, EPA

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4

IN THE MATTER OF)
)
)
Keystop, LLC)
a/k/a Key Oil Company)
4225 Nashville Road)
Franklin, Kentucky 42134)
)
)
Respondent)

**CWA SECTION 311 CLASS I
CONSENT AGREEMENT
AND FINAL ORDER
UNDER 40 C.F.R. § 22.13(b)**

Docket No.: CWA-04-2007-5176(b)

RECEIVED
EPA REGION IV
2007 SEP -6 PM 3:59
HEARING CLERK

This Consent Agreement is proposed and entered into under the authority vested in the Administrator of the U.S. Environmental Protection Agency (“EPA”) by Section 311(b)(6)(B)(i) of the Clean Water Act (“Act”), 33 U.S.C. § 1321(b)(6)(B)(i), as amended by the Oil Pollution Act of 1990, and under the authority provided by 40 C.F.R. §§ 22.13(b) and 22.18(b)(2). The Administrator has delegated these authorities to the Regional Administrator of EPA, Region 4, who has in turn delegated these authorities through the Director, RCRA Division, to the Chief, RCRA and OPA Enforcement and Compliance Branch, RCRA Division (“Complainant”).

CONSENT AGREEMENT

Stipulations

The parties, in their own capacity or by their attorneys or other authorized representatives, hereby stipulate:

1. Respondent, Keystops, LLC (a/k/a Key Oil Company) is a corporation organized under the laws of Kentucky with a place of business located at 4225 Nashville Road, Franklin, Kentucky 42134. The 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. § 110.1.

2. The Respondent is the owner within the meaning of Section 311(a)(6) of the Act, 33 U.S.C. § 1321(a)(6), and 40 C.F.R. § 110.1, of a wholesale distribution facility of motor fuels, solvents, and automotive and industrial lubricants (“the facility”).

3. The facility is an onshore facility within the meaning of Section 311(a)(10) of the Act, 33 U.S.C. § 1321(a)(10).

4. Buck Branch Creek, in Martin, Kentucky, is a navigable water, as defined in Section 502(7) of the Act, 33 U.S.C. § 1362(7), and 40 C.F.R. § 110.1, subject to the jurisdiction of Section 311 of the Act.

5. Section 311(b)(3) of the Act, 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.

6. For purposes of Section 311(b)(3) and (b)(4) of the Act, 33 U.S.C. § 1321(b)(3) and (b)(4), discharges of oil into or upon the navigable waters of the United States in such quantities that have been determined may be harmful to the public health or welfare or environment of the United States are defined in 40 C.F.R. § 110.3 to include discharges of oil that (1) violate applicable water quality standards, or (2) cause a film or a sheen upon or discoloration of the surface of the water or adjoining shorelines or cause a sludge or emulsion to be deposited beneath the surface of the water or upon the adjoining shorelines.

7. Respondent admits the jurisdictional statements contained herein.

Allegations

Complainant alleges, and Respondent neither admits nor denies, that:

8. On August 19, 2005, Respondent discharged 1,160 gallons of oil (hydraulic oil) as defined in Section 311(a)(1) of the Act, 33 U.S.C. § 1321(a)(1), and 40 C.F.R. § 110.1, from a tanker truck after it collided with an asphalt truck. Following the collision, the hydraulic oil contained in the truck spilled into or upon Buck Branch Creek or its adjoining shorelines in Martin, Kentucky.

9. Respondent's August 19, 2005, discharge of oil caused a sheen upon or discoloration of the surface of Buck Branch Creek, and therefore, 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.

Waiver of Rights

10. Respondent waives the right to contest the allegations contained herein, to a hearing under Section 311(b)(6)(B)(i) of the Act, 33 U.S.C. § 1321(b)(6)(B)(i), to appeal any Final Order in this matter under Section 311(b)(6)(G)(i) of the Act, 33 U.S.C. § 1321(b)(6)(G)(i), and consents to the issuance of a Final Order without further adjudication.

11. Respondent waives any right it may have pursuant to 40 C.F.R. § 22.8 to be present during any discussions with, or to be served with and reply to, any memorandum or communication addressed to EPA officials where the purpose of such discussion, memorandum or communication is to persuade such official to accept and issue this Consent Agreement or the Final Order.

Penalty

12. The Complainant proposes, and Respondent consents to, the assessment of a civil penalty of \$2326.50.

Payment Terms

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

13. No later than 30 days after the effective date of the Final Order, the Respondent shall pay the amount of \$2,326.50 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." If the Respondent sends payment by the U.S. Postal Service, the payment shall be addressed to:

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

If the Respondent sends payment by a private delivery service, the payment shall be addressed to:

Mellon Client Service Center
ATTN: Shift Supervisor
Lockbox 371099M Account 9109125
500 Ross Street
Pittsburgh, PA 15262-0001

If paying by EFT, the Respondent shall transfer \$2,326.50 to:

Mellon Bank
ABA 043000261
Account 9109125
22 Morrow Drive
Pittsburgh, PA 15235

In the case of an international transfer of funds, the Respondent shall use SWIFT address MELNUS3P.

14. If paying by check, the Respondent shall note on the penalty payment check the title and docket number of this case. The Respondent shall submit copies of the check (or, in the case of an EFT transfer, copies of the EFT confirmation) to the following people:

Patricia Bullock
Regional Hearing Clerk
U.S. Environmental Protection Agency
Region 4
SNAFC
61 Forsyth Street, SW
Atlanta, GA 30303

AND

Doug McCurry
North Enforcement and Compliance Section
RCRA and OPA Enforcement and Compliance Branch
RCRA Division
U.S. Environmental Protection Agency
Region 4
SNAFC
61 Forsyth Street, SW
Atlanta, GA 30303

15. Respondent's failure 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.

Supplemental Environmental Project

16. Respondent shall undertake the Supplemental Environmental Project (SEP) as described in Attachment 1 and incorporated herein by reference. The parties agree that the SEP is intended to secure environmental and/or public health protection and improvements.

17. The SEP shall involve the donation of equipment to the Simpson County/City of Franklin, Kentucky Fire Department. Donated equipment and their amounts shall include:

Item	Quantity	Total Cost
Heavy duty air hammer kit without impact kit	2	\$2,934.80
Power wedge kit without cover	2	\$2,566.80
Water rescue helmet red	8	\$952.00
Water rescue helmet white	2	\$238.00
Ultra-foam 125 gpm	2	\$554.00
0-11 Barrier extrication glove	12	\$660.00
EKC Single axle utility trailer	1	\$925.00
	Total Estimated Cost	\$8,830.60

18. The SEP shall be completed within ninety days (90) of the effective date of this Consent Agreement.

19. The total expenditure for the SEP, including capital costs and one-time, non-depreciable expenses, shall be at least \$8,830.60, as specified in Attachment 1. Respondent shall provide EPA with documentation of the expenditures made in connection with the SEP as part of the SEP Completion Report, described in Paragraph 22, below.

20. Respondent hereby certifies that, as of the date of this Consent Agreement, Respondent is not required to perform or develop the activities in the SEP by any federal, state or local law or regulation; nor is Respondent required to perform or develop the SEP by agreement or grant, in any other case, or in compliance with any state or local requirement. Respondent further certifies that Respondent has not received, and is not presently negotiating to receive, credit in any other enforcement action for this SEP.

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

22. Respondent shall submit a SEP Completion Report for the SEP to EPA within ten (10) calendar days after completion, or within one hundred twenty days (120) after the effective date of this Consent Agreement, whichever is earlier. The SEP Completion Report shall contain the following information:

- a. A detailed description of the SEP as implemented;
- b. A description of any problems encountered and the solutions thereto;
- c. Itemized costs, documented by copies of purchase orders and receipts or canceled checks not previously submitted;
- d. Certification that the SEP has been fully implemented pursuant to the provisions of this Consent Agreement; and
- e. Signed letter from the Franklin-Simpson Fire Rescue, documenting receipt of each of the twenty-nine items; and
- f. A description of the environmental and public health benefits resulting from the implementation of the SEP.

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

- a. Accept the SEP Completion Report, in writing;
- b. Reject the SEP Completion Report in writing, notify the Respondent in writing of deficiencies in the SEP Completion Report, and grant Respondent an additional thirty (30) calendar days (or more, if EPA determines the additional time is reasonably necessary) in which to correct any deficiencies; or
- c. Reject the SEP Completion Report, in writing, and seek stipulated penalties in accordance with Paragraphs 26, 28, and 29, below, if a determination is made that the SEP Completion Report is so grossly deficient that the deficiencies cannot be corrected in a timely manner.

24. If EPA elects to exercise the option in Paragraph 23(c) above, EPA shall permit Respondent the opportunity to object, in writing, to the notification of deficiency or disapproval within ten (10) calendar days of receipt of such notification. EPA and Respondent shall have an additional thirty (30) calendar days from the receipt of the notification of the objection to reach agreement. If agreement cannot be reached on any such issue within this 30-day period, EPA shall provide a written statement of its decision to Respondent, which decision shall be final and binding upon Respondent unless decided otherwise pursuant to the Dispute Resolution procedures of this Consent Agreement. In the event the SEP is not completed as contemplated herein, as determined by EPA, EPA may seek stipulated penalties in accordance with Paragraphs 26, 28, and 29.

25. Should Respondent request any extension of time to meet the deadlines for completion of the SEP as imposed by this Consent Agreement, the written request shall contain a

justification as to the reasons for the extension and shall be submitted to EPA within five (5) calendar days from the date Respondent becomes aware of the event or circumstance which will cause a delay in the implementation or action required by this Consent Agreement. Should EPA concur with Respondent's request, EPA will notify Respondent in writing and the schedule shall be amended as approved by EPA.

26. In the event that Respondent fails to comply with any of the terms or provisions of this Consent Agreement relating to the performance of the SEP, and/or to the extent that the actual expenditures for the SEP do not equal or exceed \$8,830.60, as described in Paragraph 19, above, Respondent shall be liable for stipulated penalties according to the provisions set forth below:

- a. Except as provided in Subparagraph b immediately below, for a SEP which has not been completed satisfactorily pursuant to Paragraphs 17 & 18, above, and Attachment 1, Respondent shall pay a stipulated penalty to the United States in the amount of \$8830.60.
- b. If the SEP is not completed satisfactorily, but Respondent: (i) made good faith and timely efforts to complete the project; and (ii) certifies with supporting documentation, that at least 90 percent of the amount of money which was required to be spent, was indeed expended on the SEP as described in Paragraphs 17 & 18, above, and Attachment 1, Respondent shall not pay any stipulated penalty.
- c. If the entire SEP is satisfactorily completed, but Respondent spent less than 90 percent of the amount of money to be spent for the project as described in Paragraphs 17 & 18, above, and Attachment 1, Respondent shall pay a stipulated

penalty to the United States in an amount equal to the difference between the money actually spent for the project and \$8830.60.

- d. If the entire SEP is satisfactorily completed, and Respondent spent at least 90 percent of the amount of money required to be spent for the project as described in Paragraphs 17 & 18, above, and Exhibit 1, Respondent shall not pay any stipulated penalty.
- e. For failure to submit the SEP Completion Report as required by Paragraph 22, above, Respondent shall pay a stipulated penalty of \$500.00 for each calendar day after the date when the SEP Completion Report is due, until the report is submitted.

27. The determination of whether the SEP has been satisfactorily completed and whether Respondent has made a good faith, timely effort to implement the SEP shall be in the sole discretion of EPA unless decided otherwise pursuant to the Dispute Resolution procedures found in this Consent Agreement.

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

29. Respondent shall pay stipulated penalties within fifteen (15) calendar days of receipt of written demand by EPA for such penalties. Method of payment shall be in accordance with the provisions of Paragraphs 13 and 14, above. Interest and late charges shall be paid as stated in Paragraph 15, above.

30. Any public statement, oral or written, in print, film, or other media, made by Respondent with reference to the SEP shall include the following language, “[t]his project was

undertaken in connection with the settlement of an enforcement action taken by the U.S. Environmental Protection Agency for alleged violations of the Clean Water Act.”

Dispute Resolution

31. The parties shall use their best efforts to informally and in good faith resolve all disputes or differences of opinion. The parties agree that the procedures contained in this Section are the sole procedures for resolving disputes arising under the SEP provisions of this Consent Agreement.

32. If Respondent disagrees, in whole or in part, with any written decision (Initial Written Decision) by EPA pursuant to this Consent Agreement, Respondent shall notify EPA of the dispute (Notice of Dispute) in writing within fourteen (14) calendar days of Respondent's receipt of the Initial Written decision. The Notice of Dispute shall be mailed to:

Doug McCurry
North Enforcement and Compliance Section
RCRA and OPA Enforcement and Compliance Branch
RCRA Division
U.S. Environmental Protection Agency
Region 4
SNAFC
61 Forsyth Street, SW
Atlanta, GA 30303

33. Respondent and EPA shall attempt to resolve the dispute informally. The period for informal negotiations shall not exceed twenty-one (21) calendar days from the date of the Notice of Dispute, unless it is modified by written agreement of the parties to the dispute (Negotiation Period). EPA agrees to confer in person or by telephone to resolve any such disagreement with the Respondent as long as Respondent's request for a conference will not extend the Negotiation Period. The Negotiation Period may be modified by written agreement of the parties to the dispute.

34. If the parties cannot resolve the dispute informally under the preceding Paragraph, then the position advanced by EPA shall be considered binding unless, within twenty-one (21) calendar days after the conclusion of the informal Negotiation Period, Respondent invokes the formal dispute resolution procedures by serving on EPA at the address specified in Paragraph 33, above, and to the Director of the RCRA Division of EPA Region 4, a written Statement of Position on the matter in dispute, including, but not limited to, the specific points of the dispute, the position Respondent claims should be adopted as consistent with the requirements of this Consent Agreement, the basis for Respondent's position, any factual data, analysis, or opinion supporting that position, and any supporting documentation relied upon by Respondent. If Respondent fails to follow any of the requirements contained in this Paragraph, then it shall have waived its right to further consideration of the disputed issue.

35. Within fourteen (14) calendar days after receipt of Respondent's Statement of Position, EPA will serve on Respondent and on the Director of the RCRA Division of EPA Region 4, its Statement of Position, including but not limited to any factual data, analysis, or opinion supporting that position, and any supporting documentation relied upon by EPA.

36. Following receipt of both Statements of Position, the Director of the RCRA Division of EPA Region 4 will issue a final written decision resolving the dispute, which sets forth the basis for EPA's decision. Such decision shall not be appealed further, and shall be incorporated into and become an enforceable element of this Consent Agreement.

37. During the pendency of the dispute resolution process, unless there has been a written modification by EPA of a compliance date, the existence of a dispute as defined in this Section and EPA's consideration of matters placed into dispute shall not excuse, toll, or suspend any compliance obligation or deadline required pursuant to this Consent Agreement which is not

directly in dispute. However, payment of stipulated penalties with respect to the disputed matter shall be stayed pending resolution of the dispute. Notwithstanding the stay of payment, stipulated penalties shall accrue in accordance with Paragraphs 15, 26, and 28, above, unless Respondent prevails on the disputed issue, or unless the final decision maker, at his or her discretion, reduces the amount of the accrued penalty upon a finding that Respondent had a good faith basis for invoking the dispute resolution process. Stipulated penalties shall be assessed and paid as provided in Paragraphs 15, 26, and 28, above.

General Provisions

38. The Final Order shall be binding upon Respondent and Respondent's officers, directors, agents, servants, employees, and successors or assigns.

39. 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 there under, 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 stipulated to and alleged herein.

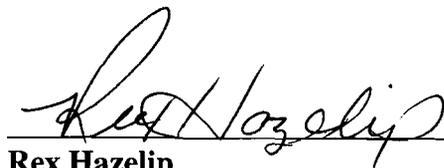
40. The undersigned representative of Respondent hereby certifies that he/she is fully authorized to enter into the terms and conditions of this Consent Agreement and to execute and legally bind Respondent to this Consent Agreement.

Effective Date

41. This Consent Agreement and attached Final Order are effective upon the filing of the Final Order with the Regional Hearing Clerk.

Keystops, LLC

Date: 8-28-07



**Rex Hazelip
President
Keystops, LLC**

U.S. ENVIRONMENTAL PROTECTION AGENCY

Date: 9/5/07



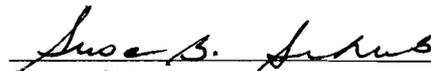
**Narindar Kumar, Chief
RCRA & OPA Enforcement & Compliance Branch
RCRA Division**

FINAL ORDER

Pursuant to Section 311(b)(6) of the Clean Water Act, 33 U.S.C. § 1321(b)(6), and the delegated authority of the undersigned, 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 C.F.R. Part 22, the foregoing Consent Agreement is hereby approved and incorporated by reference into this Final Order, and the Stipulations by the parties and Allegations by the Complainant are adopted as Findings in this Final Order.

The Respondent is ordered to comply with the terms of the Consent Agreement.

Date: 9/6/07


Susan Schub
Regional Judicial Officer

Docket No.: CWA-04-2007-5176(b)

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true and correct copy of the foregoing Consent Agreement and Final Order, in the Matter of KeyStops, LLC, Docket No.: CWA-04-2007-5176(b) on the parties listed below in the manner indicated:

Ms. Vera Kornylak
Office of Environmental Accountability
U.S. Environmental Protection Agency – Region 4
61 Forsyth St, S.W.
Atlanta, GA 30303

(Via EPA's Internal Mail)

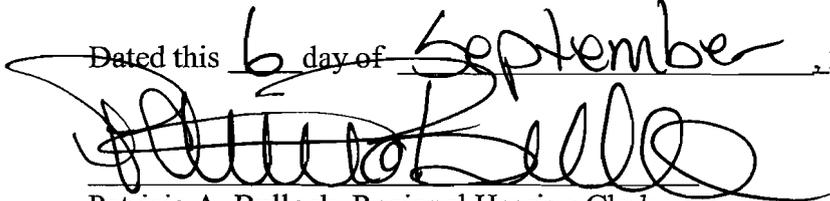
Rex Hazelip, President
KeyStops, LLC
4225 Nashville Road
Franklin, KY 42134

(Via Certified Mail)
Return Receipt Requested

Robert C. Moore
Hazelrigg & Cox, LLP
415 West Main Street
Frankfort, KY 40602

(Via Certified Mail)
Return Receipt Requested

Dated this 6 day of September, 2007


Patricia A. Bullock, Regional Hearing Clerk
United States Environmental
Protection Agency, Region 4
Atlanta Federal Center
61 Forsyth Street, S.W.
Atlanta, GA 30303
(404) 562-9511

ATTACHMENT 1
KeyStops SEP Proposal

HAZELRIGG & COX, LLP

ATTORNEYS AT LAW

415 WEST MAIN STREET

P.O. Box 676

FRANKFORT, KENTUCKY 40602-0676

DYKE L. HAZELRIGG (1881-1970)

LOUIS COX (1907-1971)

WILLIAM P. CURLIN, JR.

DANDRIDGE F. WALTON

JOHN B. BAUGHMAN

ROBERT C. MOORE

CLAYTON B. PATRICK

SQUIRE N. WILLIAMS III

J. SCOTT MELLO

SARAH K. MELLO

FAX: (502) 875-7158

TELEPHONE: (502) 227-2271

August 10, 2007

Via Overnight Mail

Ms. Vera Kornylak

Associate Regional Counsel

United States Environmental Protection Agency

Region 4, Atlanta Federal Center

61 Forsyth Street

Atlanta, Georgia 30303-8960

Re: Key Oil Company ("Key Oil")
Spill in Martin, Kentucky on or about August 19, 2005

Dear Ms. Kornylak:

Pursuant to our discussions, I am providing the required information in order to obtain approval of a supplemental environmental project (SEP) in order to mitigate the penalty of \$9,306 to be paid by Key Oil to the USEPA in connection with the above-referenced release. The proposed SEP is an environmentally beneficial project which Key Oil is agreeing to undertake in settlement of the USEPA's enforcement action, but which Key Oil is not otherwise legally required to perform. Key Oil proposes to purchase equipment to be donated to Franklin-Simpson Fire Rescue, which will enable Franklin-Simpson Fire Rescue to respond effectively and more efficiently to releases, or threatened releases, of hazardous substances or chemicals. Based upon the following information, the SEP proposed by Key Oil should be approved:

I. Environmentally Beneficial Project

Franklin-Simpson Fire Rescue is the entity that provides emergency response services in the City of Franklin, Kentucky and in Simpson County, Kentucky. Interstate 65 passes through Simpson County, near the City of Franklin, and Franklin-Simpson Fire Rescue responds to incidents occurring on this interstate road. The equipment Key Oil proposes to donate to Franklin-Simpson Fire Rescue, which is listed below, will enable Franklin-Simpson Fire Rescue to better respond to chemical accidents and/or chemical spills.:

- 1) Heavy duty air hammer kit without impact kit (2);
- 2) Power wedge kit without cover (2);
- 3) Water rescue helmet red (8);
- 4) Water rescue helmet white (2);
- 5) Ultra-foam 125 gpm (2);
- 6) 9-11 Barrier extrication glove (12); and
- 7) EKC Single axle utility trailer (1).

The documents indicating the price of these items is attached as Attachment A.

Ms. Verna Kornylak
August 10, 2007
Page Two

II. The SEP is undertaken in settlement of an enforcement action.

By its letter to Key Oil dated April 25, 2007, the USEPA advised Key Oil that it was taking enforcement action due to a discharge of hydraulic fluid resulting from a motor vehicle accident on Kentucky Highway 80 near Martin, Floyd County, Kentucky. (See Attachment B). The hydraulic fluid was released into the environment and reached Buck Branch, a tributary to Beaver Creek. The USEPA advised Key Oil that the release caused by this accident may have been a violation of Section 311(b)(3) of the Clean Water Act, 33 USC Section 1321(b)(3). The USEPA has determined that Key Oil is required to pay a penalty of \$9,306.00 in order to settle this matter. The proposed SEP would be undertaken to mitigate the proposed penalty of \$9,306.00, so that Key Oil would be required to pay a penalty in the amount of at least \$2,324.00, and the SEP in the amount of \$8,830.60 would satisfy the balance of the penalty due.

III. Key Oil is not otherwise legally required to perform the SEP.

Key Oil proposes as its SEP to purchase equipment for use by Franklin-Simpson Fire Rescue which will enable it to respond to threatened releases or releases of hazardous substances occurring in its jurisdiction in the City of Franklin, Kentucky and Simpson County, Kentucky. This would include releases and threatened releases affecting I-65. Key Oil is not otherwise required to purchase the equipment proposed in the SEP for Franklin-Simpson Fire Rescue.

The above information establishes that the SEP proposed by Key Oil is an environmentally beneficial project and it is being undertaken in settlement of an enforcement action which Key Oil is not otherwise legally required to perform. Furthermore, the proposed SEP is not inconsistent with any provision of the underlying statutes, as it will enable Franklin-Simpson Fire Rescue to respond more effectively and efficiently to releases, or threatened releases, of chemicals or hazardous substances. Additionally, nexus exists between the alleged violation occurring on US Highway 80 in Martin, Floyd County, Kentucky and the proposed SEP as the emergency response equipment to be donated to Franklin-Simpson Fire Rescue will enable an emergency response agency to more effectively and efficiently respond to threatened releases or spills, reducing the likelihood that a release of chemicals or hazardous substances in the future will impact water bodies. The proposed SEP further reduces the adverse impact on public health or the environment suffered as the result of a release, as the local emergency responder will be able to respond to emergencies more effectively and efficiently. Nexus between the alleged violation and the proposed project also exists because the subject release occurred on a US Highway located in Kentucky, and Franklin-Simpson Fire Rescue responds to releases or threats of releases of chemical substances on US highways, including I-65 located in Simpson County, Kentucky.

Key Oil requests the USEPA to approve its proposed SEP based upon the information provided above. Of course, should additional information need to be provided, please contact me

Ms. Verna Kornylak
August 10, 2007
Page Three

at your earliest convenience and advise me of the additional information required so that I can provide same. Thank you for your attention to this matter.

Yours truly,

Robert C. Moore

RCM/neb
cc: Bill Eddins

ATTACHMENT A

HIGH TECH RESCUE, INC.

250 ROCKBRIDGE ROAD
 SHELBYVILLE, KY 40065
 502-633-0149 (fax) 502-633-0659

JAMES RIDDLE
 502-220-0200

Estimate

Date	Estimate #
8/2/2007	21684

Name / Address
FRANKLIN-SIMPSON FIRE RESCUE P.O. BOX 242 FRANKLIN KY 42135

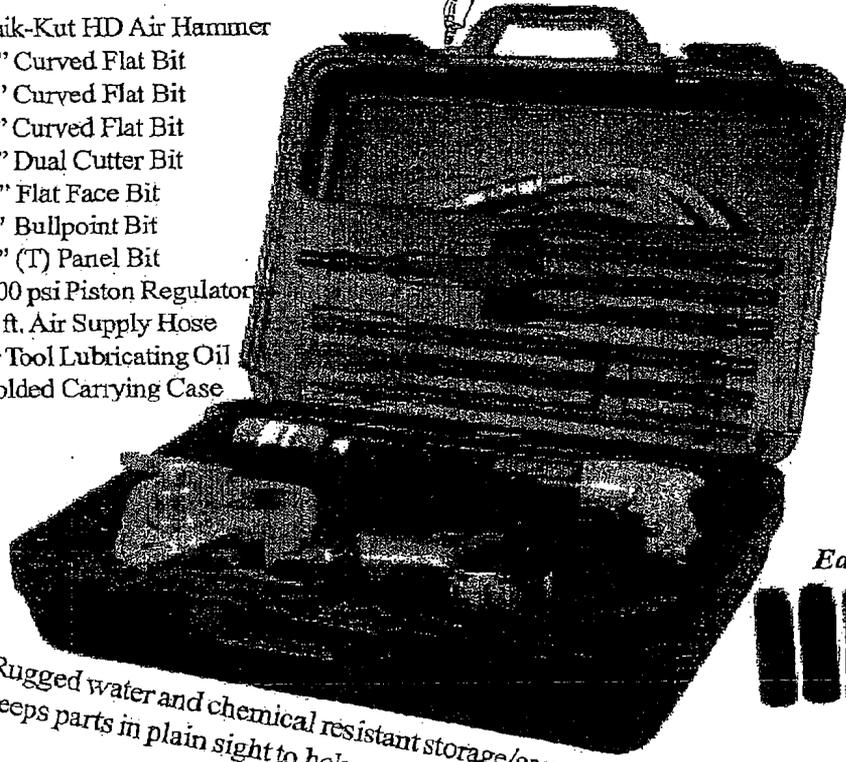
Project

Item	Description	Qty	Cost	Total
ART89501	HEAVY DUTY AIR HAMMER KIT WITHOUT IMPACT KIT	2	1,467.40	2,934.80
ART.330.000.0	POWER WEDGE KIT WITH OUT CUTTER	2	1,283.40	2,566.80
AFR3063	WATER RESCUE HELMET RED	8	119.00	952.00
AFR3065	WATER RESCUE HELMET WHITE	2	119.00	238.00
13120	ULTRA-FOAM 125 GPM 0.4%,1%,3% 1.5" F INLET X 1.5" M OUTLET	2	277.00	554.00
327	911 BARRIER EXTRICATION GLOVE SIZE	12	55.00	660.00
Thank you for your business.			Total	\$7,905.60

**Pt#89501
Quik-Kut
HD Air Hammer Kit**



- Kit Includes:*
- (1) 89002 Quik-Kut HD Air Hammer
 - (1) 89010 18" Curved Flat Bit
 - (1) 89011 8" Curved Flat Bit
 - (1) 89012 11" Curved Flat Bit
 - (1) 89013 11" Dual Cutter Bit
 - (1) 89014 18" Flat Face Bit
 - (1) 89016 18" Bullpoint Bit
 - (1) 89017 11" (T) Panel Bit
 - (1) 89452 4500 psi Piston Regulator
 - (1) 89020 20 ft. Air Supply Hose
 - (1) 89019 Air Tool Lubricating Oil
 - (1) 89405 Molded Carrying Case



Rugged water and chemical resistant storage/carry case keeps parts in plain sight to help prevent tool loss.

**Pt#89502
Quik-Kut Pneumatic Kit**

- Kit Includes:*
- (1) 89002 Quik-Kut HD Air Hammer
 - (1) 89010 18" Curved Flat Bit
 - (1) 89011 8" Curved Flat Bit
 - (1) 89012 11" Curved Flat Bit
 - (1) 89013 11" Dual Cutter Bit
 - (1) 89014 18" Flat Face Bit
 - (1) 89016 18" Bullpoint Bit
 - (1) 89017 11" (T) Panel Bit
 - (1) 89452 4500 psi Piston Regulator
 - (1) 89020 20 ft. Air Supply Hose
 - (1) 89019 Air Tool Lubricating Oil
 - (1) 89405 Molded Carrying Case
 - (1) HRS734 HD Impact Wrench
 - (1) 12 pc. Deep Well Socket Set
1/2", 9/16", 5/8", 11/16", 3/4"
13/16" & 12mm, 13mm, 14mm,
15mm, 19mm, 21mm

Each component has its' own slot!



Quik-Kut HD Air Hammer Technical Data

Length	10 inches	Weight	6 Lbs.
Pressure Range	Up to 300 psi	Air Consumption at 100 psi	8 CFMAvg.
Blows/Minute	2200	Normal Operating Pressure Range	150-200 psi

The Quik-Kut air hammer is a heavy duty pneumatic power impact tool produced from aircraft aluminum and tool steel. Both light and dependable it is designed for a powerful 4" piston stroke, features a hardened steel barrel and a variable speed trigger with safety retainer lever. The Quik-Kut is easy to control while providing 2200 blows per minute.

The best air hammer to rapidly cut metals in school buses, trucks, & cars!!!



Cuts door hinges in less than 20 seconds. Cut car posts and make relief cuts to flap roof. (Using curved flat bits)

Quik-Kut Air Hammer is easy to control for precision sheet metal cutting.



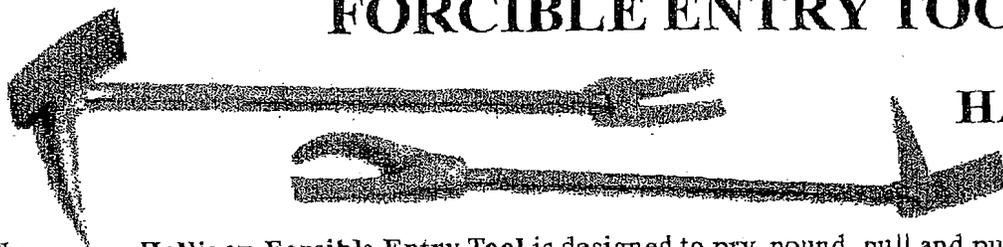
(11" T-panel bit used)



Quik Hit Bag

Hit it hard and fast with the Quik Hit Bag. The air cylinder, regulator and supply hose stay connected. The Quik-Kut air hammer and the bits are at your fingertips. The Quik-Hit Bag can be substituted for the carrying case or purchased separately. Pt# 89406 Quik Hit Bag HRS Price \$ 130.00

FORCIBLE ENTRY TOOLS

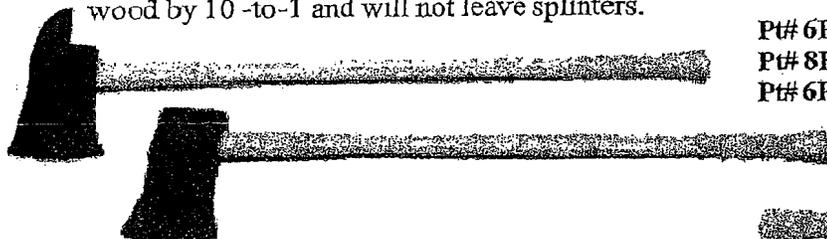


HALLIGAN TOOLS

The Halligan Forcible Entry Tool is designed to pry, pound, pull and puncture. This tool features non-slip grips machined into the tool body, duckbill with a smooth incline to insert in doors, a pick and a prying claw. Available in *black or chrome* finish with either a *standard or metal cutting end*. (Please specify when ordering).

24" Chrome Halligan Tool	HRS Price \$150.00	24" Black	HRS Price \$165.00
30" Chrome Halligan Tool	HRS Price \$160.00	30" Black	HRS Price \$175.00
36" Chrome Halligan Tool	HRS Price \$170.00	36" Black	HRS Price \$185.00
42" Chrome Halligan Tool	HRS Price \$180.00	42" Black	HRS Price \$195.00

AXES with Super Grip Handle - Handle (32") is made from industrial grade fiberglass. Easy to clean, non-conductive (electricity, heat/cold) handle is ergonomically designed to provide maximum grip and comfort while reducing stress and wasted effort. Handle resists UV deterioration, is non absorbent, unaffected by sub-zero temperatures, outlasts wood by 10 -to-1 and will not leave splinters.



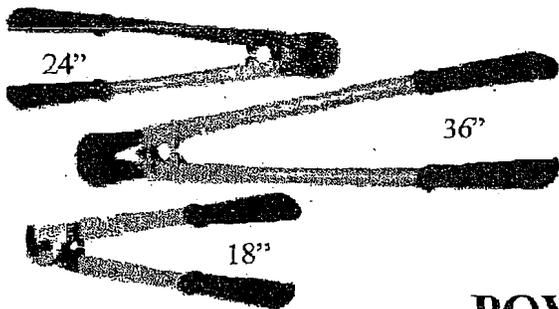
Pt# 6PA.1	6 Lb. Pickhead Axe (15 Lbs.)	HRS Price \$ 70.00
Pt# 8PA.1	8 Lb. Pickhead Axe (17 Lbs.)	HRS Price \$ 165.00
Pt# 6FA.1	6 Lb. Flathead Axe (15 Lbs.)	HRS Price \$ 70.00

SLEDGE HAMMERS



Pt# 8SH.1	8 Lb. Sledge Hammer (10 Lbs.)	HRS Price \$ 36.00	<i>Blacksmith's Double Face Sledge Hammers with Super Grip Handle (32").</i>
Pt# 10SH.1	10 Lb. Sledge Hammer (12.5 Lbs.)	HRS Price \$ 45.00	
Pt# 12SH.1	12 Lb. Sledge Hammer (14 Lbs.)	HRS Price \$ 55.00	

BOLT CUTTERS



Draft-Type I-Beam Blade Design - this special line design strengthens the blade and enhances the cutting performance.

Pt# 00041	18" Heavy Duty Bolt Cutter (4 Lbs.)	HRS Price \$ 38.00
(18" Bolt Cutter not pictured)		
Pt# 00042	24" Heavy Duty Bolt Cutter (6 Lbs.)	HRS Price \$ 46.00
Pt# 00059	30" Heavy Duty Bolt Cutter (10 Lbs.)	HRS Price \$ 54.00
Pt# 00060	36" Heavy Duty Bolt Cutter (13.5 Lbs.)	HRS Price \$ 66.00

& Heavy Duty Cable Cutter - Drop forged alloy steel, heat treated jaws cut copper, aluminum, power & communications cables.

Pt# 00062	18" Heavy Duty Cable Cutter (4 Lbs.)	HRS Price \$ 49.95
-----------	--------------------------------------	--------------------

POWER WEDGE KIT

Pt#ART.330.000.0 (37 Lbs.) \$1,395.00

POWER WEDGE SPECIFICATIONS:

WEIGHT: 14 LBS.

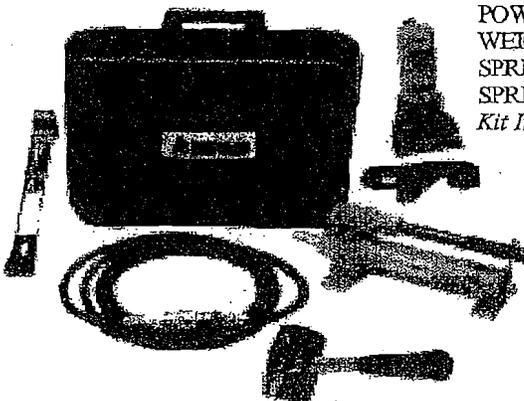
SPREADING FORCE: 20,000 LBS.

SPREADING DISTANCE: 4 1/8"

Kit Includes:- POWER WEDGE

- HAND PUMP
- 10 FT. HOSE
- UTILITY BAR
- MOLDED CARRYING CASE
- 3 LB. DEAD BLOW HAMMER
- DOOR STRAP

Also available in Carrying Bag
Specify Pt# ART.330.105.1



The Power Wedge is a multi-use, forcible entry tool. During vehicle rescue use to open car hoods, trunk lids, create purchase points, expose hinges and Nader pins. Allows forcible entry placement without officer standing in front of door. Strap prevents tool from falling to the ground. At apartment or hotel fires force doors quickly, efficiently and remove bars from windows. Free victims caught in machinery at construction, industrial or farm sites. Force into place anywhere you have a zero opening to make it large enough to insert an airbag or another type of jack.



- 
Home
- 
My Cart
- 
Wish List
- 
Help
- 
About Us
- 
Contact
- 
Testimo

Search:

Product Det

Search Tips

HACKER SAFE
TESTED DAILY 01-AUG

Browse by:

Category Manufacturers

- ***Clearance & Specials
- **Fire Beacon Signup
- *JOB OPPORTUNITIES
- *NEW Products*
- Alport/Crash Rescue
- Apparel
- Axes, Hooks & Tools
- Badges & Wallets
- Bags, RIT/Rescue
- Bags, Rope
- Bags, Storage & Carry
- Batteries
- Bells, Duty/EMS
- Bells, Escape/Rescue
- Bells, Truckman/Tool
- Bikes & Accessories
- Binoculars
- Body Armor
- Books/Novels
- Boots
- Carabiners & Descenders
- Cases, Hard
- Coat/Clothing Racks & Hangers
- Collar Pins/Insignias
- Decals
- Detectors
- Electrical Supplies
- Embroidery
- Emergency Lights/Sirens
- EMS Equip & Supplies
- Eye Protection
- Fire Blankets
- Fire Extinguishers
- Fire Police Supplies
- Fire Station Organization
- FireStore Apparel
- Flashlights
- Gas Masks
- Gear Keeper
- GearMaster Racks
- Generators
- Gerber Sport Utility Kit
- Gift Certificates
- Gift Items
- Gloves
- Gold Leaf Shields
- Hearing Protection
- Heat Gun by Raytek
- Helmet Front Holders
- Helmet Leather Fronts
- Helmet Parts/Accessories
- Helmet Trim
- HELMETS
- Hitch Covers
- Home & Office Safety
- Hoods
- Hose & Hydrants
- Hunting Gear
- Hydration/CamelBak
- Job Shirts
- Jobs



Pacific WR7H Water Rescue Helmet w/Eyeshield

Pacific Helmets' Water Rescue Series can be used in recreational, rescue, forest and rock climbing applications. These helmets are fitted with numerous bungs that can be removed for water evacuation or ventilation. The lightweight Kevlar® reinforced outer shell offers superior strength and durability and is backed by a 6 year warranty.

- Lightweight Kevlar®/Composite shell weighs less than competitive fiberglass/composite alternatives and is not affected by UV Exposure
- Composite resins offer higher temperature resistance (up to 800°F) without distorting or melting
- Nine removable rubber bungs for water evacuation or ventilation
- High-gloss paint finish available in a variety of colors
- Ratchet headband with easy-to-adjust dial ratchet that accommodates a variety of head sizes (54-64cm)
- 3 point polyester chinstrap with quick-release buckle keeps helmet in place for rescue applications
- WR7H comes standard with an internal retractable eye protector to protect from hazards and splashes
- Compliant to ANSI Z89.1

Product Code: WR7H
Manufacturer: Pacific

Price: \$125.99

Select One

Add Quantity:

[BACK](#) [ADD TO CART](#)

[ADD TO WISHLIST](#)

[WHEELS FRIEND](#)

Special Discounts may apply for high volume sales. [Click here](#) for more details!

Subscribe to The Fire Beacon and be the first in your station to learn about hot new products or the next sale coming up on TheFireStore.com

*Email Address: *State:



Customer Call Center Hours:
Mon-Fri: 8:30am - 5:30pm EST

Witmer Associates, Inc. ©2005
104 Independence Way, Coatesville, PA 19320
Phone: 800-852-6088 Fax: 888-335-9800
Email: sales@thefirestore.com
[Terms & Conditions](#)



Check out our Law Enforcement product site!

1764.
660

242

edarley.com

CART REGISTER HELP

Home Darley.com Odinfoam.com Catalog Request About Darley New Products

[Search Index](#)

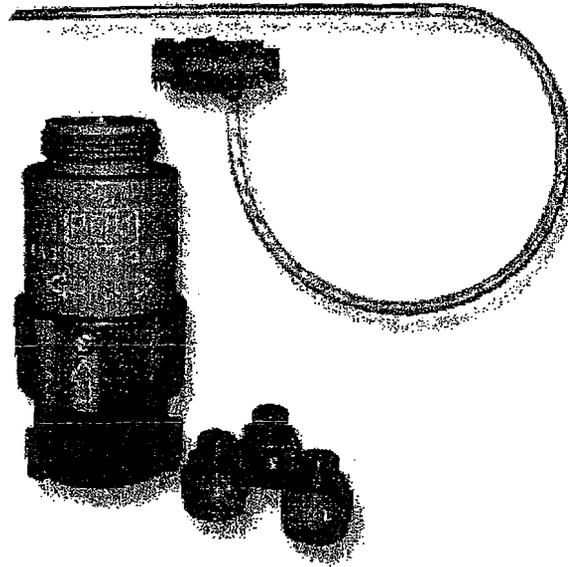
GO

1-800-4DARLEY

[Foam > Inductors & Eductors](#)

BROWSE

Ultra Light Foam Eductor



Identifier	Name	GPM	Price	Qty
AM15301	Foam Eductor w/By-Pass 60 GPM 1½" Inlet/Outlet	60	\$299.95	0
AM15401	Foam Eductor w/By-Pass 95 GPM 1½" Inlet/Outlet	95	\$299.95	0
AM13901	Foam Eductor w/By-Pass 125 GPM 1½" Inlet/Outlet	125	\$299.95	0

Add to Cart

Operates in accordance with the "Venturi" principle. As the pressurized water passes through the tip of the convergent pipe, a suction effect is created and the foam concentrate liquid is drawn up. Metering device regulates the foam concentrate flow. Eductor includes by-pass switch, metering device and stainless steel pick-up tube with braided suction hose. Ship wt. 2 lbs.

GPM	Inlet	Outlet	Foam Percent.
60	1½"	1½"	0.4%, 1%, 3%, 6%
95	1½"	1½"	0.4%, 1%, 3%
125	1½"	1½"	0.4%, 1%, 3%



Search:

Product Det

Search Tips

HACKER SAFE
TESTED DAILY 01-AUG

Browse by:

Category [Clearance & Specials](#)

- [**Fire Beacon Signup](#)
- [*JOB OPPORTUNITIES](#)
- [*NEW Products*](#)
- [Airport/Crash Rescue](#)
- [Apparel](#)
- [Axes, Hooks & Tools](#)
- [Badges & Wallets](#)
- [Bags, RIT/Rescue](#)
- [Bags, Rope](#)
- [Bags, Storage & Carry](#)
- [Batteries](#)
- [Belts, Duty/EMS](#)
- [Belts, Escape/Rescue](#)
- [Belts, Truckman/Tool](#)
- [Bikes & Accessories](#)
- [Binoculars](#)
- [Body Armor](#)
- [Books/Novels](#)
- [Boots](#)
- [Carabiners & Descenders](#)
- [Cases, Hard](#)
- [Coat/Clothing Racks & Hangers](#)
- [Collar Pins/Insignias](#)
- [Decals](#)
- [Detectors](#)
- [Electrical Supplies](#)
- [Embroidery](#)
- [Emergency Lights/Sirens](#)
- [EMS Equip & Supplies](#)
- [Eye Protection](#)
- [Fire Blankets](#)
- [Fire Extinguishers](#)
- [Fire Police Supplies](#)
- [Fire Station Organization](#)
- [FireStore Apparel](#)
- [Flashlights](#)
- [Gas Masks](#)
- [Gear Keeper](#)
- [GearMaster Racks](#)
- [Generators](#)
- [Gerber Sport Utility Kit](#)
- [Gift Certificates](#)
- [Gift Items](#)
- [Gloves](#)
- [Gold Leaf Shields](#)
- [Hearing Protection](#)
- [Heat Gun by Raytek](#)
- [Helmet Front Holders](#)
- [Helmet Leather Fronts](#)
- [Helmet Parts/Accessories](#)
- [Helmet Trim](#)
- [HELMETS](#)
- [Hitch Covers](#)
- [Home & Office Safety](#)
- [Hoods](#)
- [Hose & Hydrants](#)
- [Hunting Gear](#)
- [Hydration/CamelBak](#)
- [Job Shirts](#)
- [Knee Pads](#)

Ringers Barrier 1 Extrinsication Gloves, Short Cuff, Hi-Viz

Free Velcro glove strap with each pair of Barrier Gloves! (\$4.99 Value!)
Extrinsication Has Changed Forever!

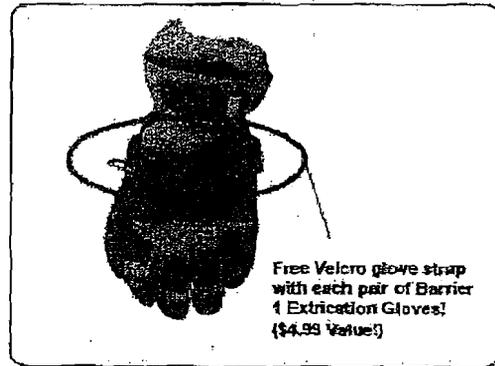
Seconds count. We know that. The cost of any hesitation could be a life. That fact alone drives our dedication to be the best.

To provide a glove that allows you to do your job quickly, effectively, and most importantly, safely, is the number one priority when designing our gloves. The all new Ringers Extrinsication ESG Series is the most innovative glove product in the history of your profession!

Over 10 years of Ringers' research and development has produced a glove that is the ultimate in comfort, flexibility, dexterity, and protection. By utilizing Ringers' patented design and material technologies, we've developed the ultimate Extrinsication glove... Ringers ESG Series.

- Waterproof and breathable Hipora® barrier, protects against micro organisms such as TB, Hepatitis, Staph and HIV
- Meets OSHA Bloodborne Pathogens Standard 29 CFR 1910.1030
- 3M™ reflective fabric
- Boxed fingertip design for better fit and comfort
- Molded TPR (Thermal Plastic Rubber) finger knuckle and finger tip panels
- Molded TPR reduces impact and increases dexterity
- Elastic cuff and gaiter to protect against broken glass and debris
- .8mm synthetic leather palm with Nanotechnological anti-bacterial properties
- Double Kevlar® stitching in high wear areas
- Cut resistant Kevlar® palm, side panels, thumb panels and finger panels

Now available in sizes X-Small through XXX-Large

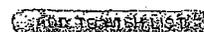


Product Code: 327-07
Manufacturer: Ringers

Price: \$57.99

Select One

Add Quantity:

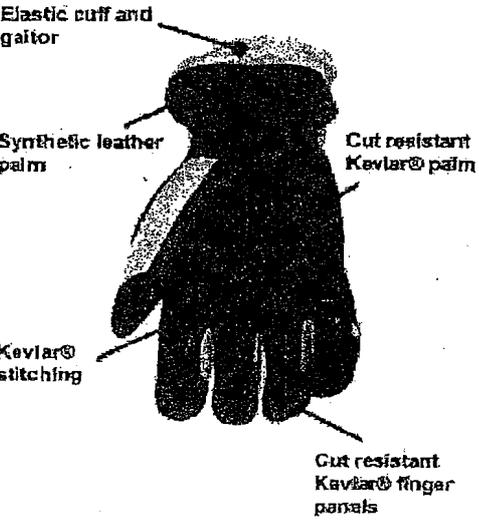
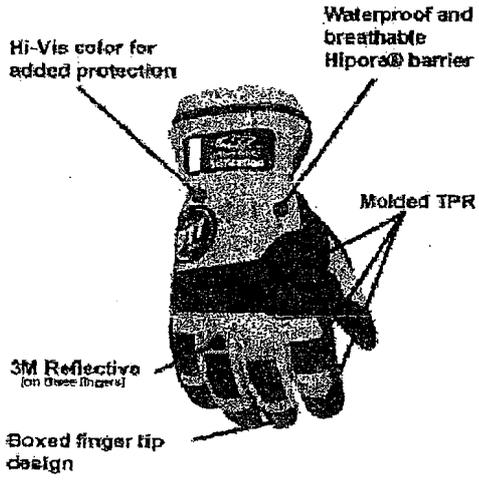


- Kids Gear & Toys
- Knee and Elbow Pads
- Knives & Multi Tools
- Ladder 49 Gear
- Ladders & Accessories
- License Plates
- Lockout Tools
- Megaphones
- Miscellaneous
- PAC Tool Mounts
- Pager Cases/Holders
- PASS Devices
- Personal Defense
- Pocket Guides
- Portable Lighting
- Pre-Planning Tools
- Radio Straps & Cases
- Rehab Equipment
- Report Equipment
- Rescue Equipment
- Rope Rescue Equipment
- Rope/Webbing
- Safety Apparel
- Salvage Covers/Pumps
- Saws
- Search Tags
- Shields Of Valor
- Smoke Machines
- Smoking Receptacles
- Staging Mats
- Suspenders
- TASER/CIVILIAN MODEL
- Thermal Imaging Camera
- Thread Saver®
- Traffic Cones/Control
- T-Shirts
- Turnout Gear
- Turnout Gear Storage
- Under Armour
- Uniforms
- Ventilation Blowers
- Visual Translators
- Watches
- Water Rescue Equipment
- Wildland Firefighting



STEEL-FRIENDLY

Special Discounts may apply for high volume sales. [Click here](#) for more details!



Bart Stinson

From: Tammy@bjtrailers.com
Sent: Thursday, August 02, 2007 4:48 PM
To: Bart Stinson
Subject: RE: Pricing Request

Currently, the only color we have available is black. The two we have in stock are priced at \$925.00.

-----Original Message-----

From: Bart Stinson [mailto:bstinson@simpsoncounty.us]
Sent: Thursday, August 02, 2007 3:11 PM
To: tammy@bjtrailers.com
Subject: Pricing Request

Tammy,

I am requesting pricing for the trailer that we spoke about today. The trailer is the BKC brand, 6'4" width, with gate. I also need the color availability. Please e-mail the quote. My contact info is as follows:

Bart C. Stinson
Franklin-Simpson Fire Rescue
270-586-3661 (station number)
bstinson@simpsoncounty.us (e-mail)

Thanks,
Bart

8/2/2007

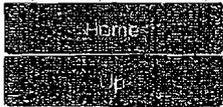
Welcome to B.J.'s Trailers!

B.J.'s Trailers, LLC

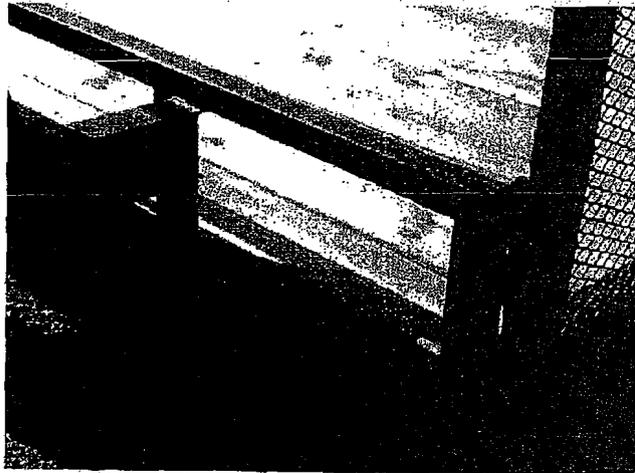
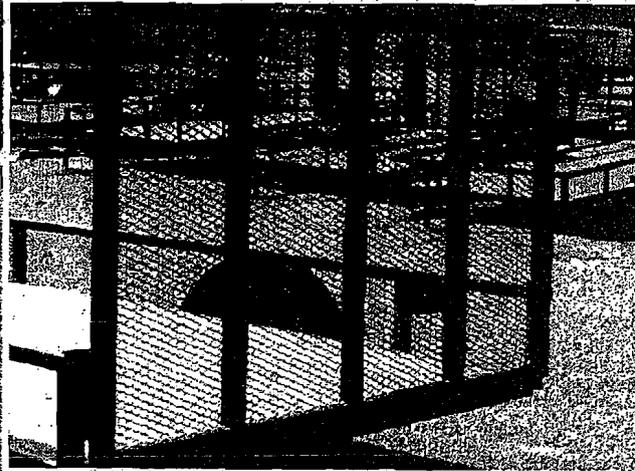
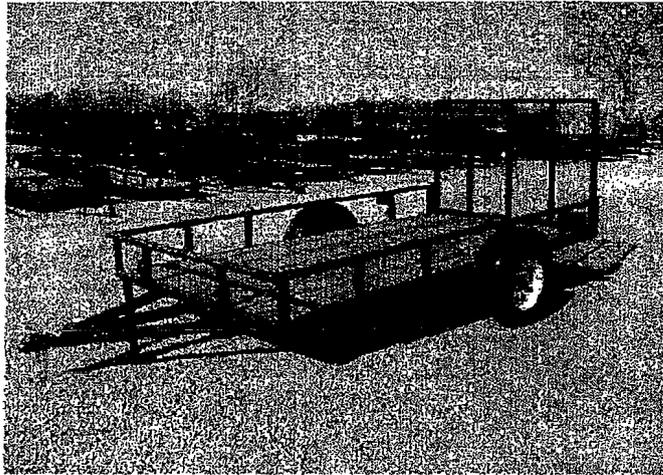
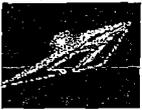
A Family Owned and Operated Business for over 20 years

Welcome to
bjtrailers.com

BKC Single Axle Utility Trailers



We sell products from the following:



6x12 BKC Single Axle Trailer with Gate
Shown in Optional Green

3,500 lbs. Axle, All Square Tubing Frame,
Pressure Treated Wood Floor, New 15" 6 ply
Wheels and Tires, 1 Year Warranty.

Proud to
Accept



Pricing

*(We do our best to keep our pricing current but prices are
Subject to change without Notification ~ Call for latest prices)*

Proud Member
of



BKC

- 6'4"X10 AFJ Gate
- 6'4"X12 AFJ Gate
- 6'4"X14 AFJ Gate

- 925.00 ✓
- 955.00
- 975.00

ST = Straight Tongue
SMA = Small A-Frame
AFJ = A-Frame & Jack

[[Home](#)] [[Up](#)]

Local: 615-444-8794
Toll Free: 1-866-532-1176

Operating Hours

Monday through Thursday - 8:00 a.m. to 5:00 p.m.
Friday - 8:00 a.m. to 4:30 p.m.
Saturday - 8:00 a.m. to 1:30 p.m.
Sunday - Closed

5940 Highway 109
Lebanon, Tennessee 37087

B.J.'s Trailers truly believes in your privacy. We will not give your e-mail address or any other personal information to any third party for any reason.

Copyright © B.J.'s Trailers of Tennessee. 2002-2003

Send mail to webmaster@bjtrailers.com with questions or comments about this web site.
Last modified: 06/06/07

ATTACHMENT B

EPA ACCOUNTS RECEIVABLE CONTROL NUMBER FORM

PAYMENT DUE DATE: _____

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: Rhonda Rollins on August 23, 2007
(Name) (Date)

in the ROECB at 404-562-8664
(Office) (Phone Number)

Non-SF Judicial Order/Consent Decree
USAO COLLECTS

Administrative Order/Consent Agreement
FMO COLLECTS PAYMENT

SF Judicial Order/Consent Decree
DOJ COLLECTS

Oversight Billing - Cost Package required:
Sent with bill

Not sent with bill

Other Receivable

Oversight Billing - Cost Package not required

This is an original debt

This is a modification

PAYEE: Key Oil Company

The Total Dollar Amount of the Receivable: \$2,326.50 (If installments, attach schedule of amounts and respective due dates. See other side of this form.)

The Case Docket Number: CWA - -04-2007-5176(b)

The Site Specific Superfund Account Number: _____

The Designated Regional/Headquarters Program Office: Waste

To Be Completed By Cincinnati Finance Center

The IFMS Accounts Receivable Control Number is: _____ Date: 0/00/2007

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