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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029

In the Matter of:)	EPA Docket No.: CAA-03-2007-0260
C.I. Thornburg Co., Inc.)	
4034 Altizer Ave.)	
Huntington, WV 25705,)	
)	
Respondent)	
)	
C.I. Thornburg Co., Inc.)	
4034 Altizer Ave.)	
Huntington, WV 25705,)	
)	
and)	
)	
C.I. Thornburg Co., Inc.)	Proceedings Pursuant to Sections
Route 2, Box 148B)	112(r)(7), 113(a)(3) and 113(d)
Bridgeport, WV 26330,)	of the Clean Air Act, as amended,
)	("CAA"), 42 U.S.C. §§ 7412(r)(7),
Facilities)	7413(a)(3), 7413(d).
)	

CONSENT AGREEMENT AND FINAL ORDER

Statutory Authority

This Consent Agreement ("CA") is proposed and entered into under the authority vested in the President of the United States by Section 113 of the Clean Air Act, as amended, ("CAA"), 42 U.S.C. § 7413, under the authority provided by the "Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits," 40 C.F.R. Part 22, ("Part 22"), in Section 22.18(b)(2). The Administrator has delegated the authority delegated to him under Section 113 of the CAA, 42 U.S.C. § 7413, to the Regional Administrator of EPA, Region III, who has re-delegated this authority to the Director, Hazardous Site Cleanup Division, EPA Region III ("Complainant").

Preliminary Statement and Stipulations

The Respondent, C.I. Thornburg Co., Inc. ("Respondent" or "Thornburg"), by its attorney or other authorized representative, and EPA stipulate as follows:

1. EPA issued an Administrative Complaint ("Complaint") against Respondent, docketed at No. CAA-03-2007-0260, on August 3, 2007.
2. The Complaint alleged that Respondent, a West Virginia corporation, operates two industrial supply distribution centers, SIC code 4226 (Special Warehousing and Storage), one located at Route 2, Box 148B in Bridgeport, Harrison County, West Virginia 26330 ("Bridgeport Facility"), and the other located at 4034 Altizer Avenue, Huntington, Cabell County, West Virginia 25705 ("Huntington Facility").
3. The Complaint further alleged that Respondent stored large quantities of chlorine and sulfur dioxide prior to resale and delivery to public and private wastewater treatment facilities in an amount exceeding the respective threshold quantities (2,500 lbs and 5,000 lbs) at the Huntington Facility since June 1999 (for chlorine) and March 2003 (for sulfur dioxide), and at the Bridgeport Facility since April 2002 (for chlorine) and June 2005 (for sulfur dioxide).
4. The Complaint further alleged that Respondent failed to submit a complete Risk Management Plan for either the Huntington Facility or the Bridgeport Facility, in violation of Section 112(r)(7) of the CAA, 42 U.S.C. § 7412(r)(7), until December 5, 2006.
5. For the purpose of this proceeding, Respondent admits to the jurisdictional allegations of the Complaint.
6. For the purpose of this proceeding, Respondent neither admits nor denies the specific factual allegations contained in the Complaint, but expressly waives any of its rights to contest said allegations in the context of this proceeding only.
7. For the purpose of this proceeding, Respondent expressly waives its rights to a hearing and to appeal this CA and accompanying Final Order (collectively, the "CA/FO") under Section 113 of the CAA, 42 U.S.C. § 7413.
8. For purposes of this proceeding, Respondent admits to the veracity of information Respondent provided to Complainant regarding the net worth of Respondent.
9. EPA incorporates by reference the factual allegations contained in the Complaint as the Findings of Fact for this CA.
10. Based upon the Findings of Fact, EPA concludes that Respondent violated the provisions of Section 112(r)(7) of the CAA, 42 U.S.C. § 7412(r)(7), by failing to submit a Risk Management Plan for the Huntington Facility as soon as the threshold for chlorine or sulfur dioxide present in a process was exceeded at the Huntington Facility. Based upon the Findings of Fact, EPA concludes that Respondent violated the provisions of Section 112(r)(7) of the CAA, 42 U.S.C. § 7412(r)(7), by failing to submit a Risk Management Plan for the Bridgeport Facility as soon as the threshold for chlorine or sulfur dioxide present in a process was exceeded at the

Bridgeport Facility.

11. As a result of EPA's conclusion that Respondent violated Section 112(r)(7) of the CAA, 42 U.S.C. § 7412(r)(7), EPA has determined that Respondent is liable for a civil penalty. The CAA civil penalty stated herein is based upon Complainant's consideration of a number of factors, including, but not limited to, the penalty criteria set forth in Section 113(e) of the CAA, 42 U.S.C. § 7413(e), including the size of the business, the economic impact of the penalty on the business, the violator's full compliance history and good faith efforts to comply, the duration of the violation, payment by the violator of penalties previously assessed for the same violation, the economic benefit of noncompliance, and the seriousness of the violation, and such other factors as justice may require.. The penalty is consistent with 40 C.F.R. Part 19 and the *Combined Enforcement Response Policy for Section 112(r) of the Clean Air Act (August 15, 2001)*.

12. Based on the foregoing Stipulations and Findings, the parties, by their attorneys or authorized officials, hereby agree to the following.

Settlement

13. Pursuant to Section 113 of the CAA, the nature of the violations, Respondent's agreement to perform a Supplemental Environmental Project or, as appropriate, an Alternate Supplemental Environmental Project, and other relevant factors, EPA has determined that an appropriate civil penalty to settle this action is in the amount of \$9,148.00.

14. Respondent consents to the issuance of this Consent Agreement, and consents for purposes of settlement to the payment of the civil penalty cited in the foregoing paragraph and to the performance of the Supplemental Environmental Project, or, as appropriate, the Alternate Supplemental Environmental Project.

Supplemental Environmental Project

15. The following Supplemental Environmental Project is consistent with applicable EPA policy and guidelines, specifically EPA's Supplemental Environmental Projects Policy, effective May 1, 1998.

16. Respondent agrees to install and operate a chemical storage facility for the storage of all its chlorine and sulfur dioxide containers and cylinder located at its Bridgeport Facility (referred to as "SEP"). It is described further in Respondent's Supplemental Environmental Project Proposal ("SEP Proposal"), attached hereto as Attachment A and incorporated herein by reference. Respondent shall complete the installation of the chemical storage facility by August 1, 2008.

17. Respondent's total expenditure for the SEP shall not be less than \$31,875.00, in

accordance with the specifications set forth in the SEP Proposal. The SEP has been valued at \$31,065.00, pursuant to EPA's Project Model. The SEP has been accepted by EPA as part of this settlement. Respondent shall include documentation of the expenditures made in connection with the SEP as part of the SEP Completion Report described in Paragraph 28 below.

18. Respondent hereby certifies that, as of the date of this CA, Respondent is not required to perform or develop the SEP by any federal, state, or local law or regulations; nor is Respondent required to perform or develop the SEP by any other agreement, grant or as injunctive relief in this or any other case. Respondent further certifies that it has not received, and is not presently negotiating to receive, credit in any other enforcement action for the SEP.

19. For Federal Income Tax purposes, Respondent agrees that it will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEP.

20. Respondent shall notify EPA, c/o Cynthia T. Weiss, at the address noted in Paragraph 28, below, when such implementation is complete. EPA may grant Respondent an extension of time to fulfill its SEP obligations to install if EPA determines, in its sole and unreviewable discretion, that, through no fault of Respondent, Respondent is unable to complete the SEP obligations within the time frame required by Paragraph 16 and this paragraph. Requests for any extension must be made in writing within 48 hours of any event, the occurrence of which renders the Respondent unable to complete the SEP within the required time frame ("force majeure event"), and prior to the expiration of the allowed SEP completion deadline. Any requests should be directed to Cynthia T. Weiss at the address noted in Paragraph 28, below.

Alternate Supplemental Environmental Project

21. Performance of the SEP referred to in Paragraphs 16 through 20 is contingent upon Respondent's re-negotiation of a long-term lease for the Bridgeport Facility. In the event that Respondent does not enter into a long-term lease for the Bridgeport Facility by March 30, 2008, Respondent will notify Cynthia T. Weiss, Esq., at the address noted in Paragraph 28 below, within three (3) business days, and perform the Alternate Supplemental Environmental Project described in Paragraph 23 below, instead of performing the SEP.

22. The following Alternate Supplemental Environmental Project is consistent with applicable EPA policy and guidelines, specifically EPA's Supplemental Environmental Projects Policy, effective May 1, 1998.

23. Respondent agrees to purchase emergency response equipment for the Clarksburg Fire Department and to purchase training equipment for the Tri-State Fire Academy, located in Huntington, West Virginia (collectively referred to as "Alternate SEP"). It is described further in Respondent's Alternate Supplemental Environmental Project Proposal ("Alternate SEP Proposal"), attached hereto as Attachment B and incorporated herein by reference. Respondent shall complete the purchase of the emergency response and training equipment by June 1, 2008.

24. Respondent's total expenditure for the Alternate SEP shall not be less than \$31,694.00, in accordance with the specifications set forth in the Alternate SEP Proposal. The Alternate SEP has been valued at \$31,208.00, pursuant to EPA's Project Model. The Alternate SEP has been accepted by EPA as part of this settlement. Respondent shall include documentation of the expenditures made in connection with the Alternate SEP as part of the Alternate SEP Completion Report described in Paragraph 28 below.

25. Respondent hereby certifies that, as of the date of this CA, Respondent is not required to perform or develop the Alternate SEP by any federal, state, or local law or regulations; nor is Respondent required to perform or develop the Alternate SEP by any other agreement, grant or as injunctive relief in this or any other case. Respondent further certifies that it has not received, and is not presently negotiating to receive, credit in any other enforcement action for the SEP.

26. For Federal Income Tax purposes, Respondent agrees that it will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the Alternate SEP.

27. Respondent shall notify EPA, c/o Cynthia T. Weiss at the address noted in Paragraph 28, below, when such implementation is complete. EPA may grant Respondent an extension of time to fulfill its Alternate SEP obligations to install if EPA determines, in its sole and unreviewable discretion, that, through no fault of Respondent, Respondent is unable to complete the Alternate SEP obligations within the time frame required by Paragraph 23 and this paragraph. Requests for any extension must be made in writing within 48 hours of any event, the occurrence of which renders the Respondent unable to complete the Alternate SEP within the required time frame ("force majeure event"), and prior to the expiration of the allowed Alternate SEP completion deadline. Any requests should be directed to Cynthia T. Weiss at the address noted in Paragraph 28, below.

28. SEP Completion Report/Alternate SEP Completion Report

a. Respondent shall submit a SEP Completion Report or, as appropriate, an Alternate SEP Completion Report, to EPA, c/o Cynthia T. Weiss, U.S. EPA Region III, 1650 Arch Street (Mailcode 3RC42), Philadelphia, PA 19103-2029, within fourteen (14) business days of completing the implementation of the SEP as set forth in paragraph 16 or the Alternate SEP as set forth in Paragraph 23. The SEP Completion Report/Alternate SEP Completion Report shall contain the following information:

- (i) Detailed description of the SEP, or Alternate SEP, as implemented;
- (ii) A description of any operating problems encountered and the solution thereto; and
- (iii) Itemized costs.

b. Respondent shall, by its officers, sign the reports required by this Paragraph 28 and certify under penalty of law, that the information contained therein is true, accurate, and not misleading by including and signing the following statement:

I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

c. Respondent agrees that failure to submit reports required by this Paragraph 28 shall be deemed a violation of this CA/FO and, in such an event, Respondent will be liable for stipulated penalties pursuant to Paragraph 31 below.

d. In itemizing its costs in the SEP Completion Report/Alternate SEP Completion Report, Respondent shall clearly identify and provide acceptable documentation for all eligible SEP costs. Where either 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.

29. Respondent agrees that EPA may inspect the facilities at which the SEP is implemented at any time in order to confirm that the SEP is being undertaken in conformity with the representations made herein.

30. EPA Acceptance of SEP Completion Report/Alternate SEP Completion Report

a. Upon receipt of the SEP Completion Report/Alternate SEP Completion Report, EPA may exercise one of the following options:

- (i) notify the Respondent in writing that the SEP Completion Report/Alternate SEP Completion Report is deficient, provide an explanation of the deficiencies, and grant Respondent an additional thirty (30) days to correct those deficiencies;
- (ii) notify the Respondent in writing that EPA has concluded that the project has been satisfactorily completed; or
- (iii) notify the Respondent in writing that EPA has concluded that the project has not been satisfactorily completed, and seek stipulated

penalties in accordance with Paragraph 31 herein.

b. If EPA elects to exercise option (i) above, EPA shall permit Respondent the opportunity to object in writing to the notification of deficiency within ten (10) days of receipt of such notification. EPA and Respondent shall have an additional thirty (30) days from the receipt by EPA of the notification of objection to reach agreement on changes necessary to the SEP Completion Report/Alternate SEP Completion Report. If agreement cannot be reached within this thirty (30) day period, EPA shall provide to the Respondent a written statement of its decision on the adequacy of the completion of the SEP, which 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 CA/FO. 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 31 herein.

c. If EPA elects to exercise option (i) above, EPA may grant Respondent an extension of time to correct the deficiencies if EPA determines, in its sole and unreviewable discretion, that, through no fault of Respondent, Respondent is unable to correct the deficiencies within thirty (30) days. Requests for any extension must be made in writing within 48 hours of any event, the occurrence of which renders the respondent unable to correct the deficiencies within the required time frame, and prior to the expiration of the thirty (30) days period.

31. Stipulated Penalties

a. Except as set forth in subparagraph b below, in the event that Respondent fails to comply with any of the terms or provisions of this CA relating to the performance of the SEP described in paragraph 16 above and/or to the extent that the actual expenditures for the SEP do not equal or exceed the cost of the SEP described in paragraph 17 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 CA/FO, Respondent shall pay a stipulated penalty to EPA in the amount of \$24,852.00.
- (ii) If the SEP is not completed in accordance with paragraphs 16 and 20, 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 paragraphs 16 and 20, 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 EPA in the amount of \$2,485.20.
- (iv) If the SEP is completed in accordance with paragraphs 16 and 20, 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 28 above, Respondent shall pay a stipulated penalty in the amount of \$500.00 for each day after the report was originally due until the report is submitted.

b. If Respondent has notified EPA that it will be performing the Alternate SEP pursuant to Paragraph 21, and in the event that Respondent fails to comply with any of the terms or provisions of this CA relating to the performance of the Alternate SEP described in paragraph 23 above and/or to the extent that the actual expenditures for the Alternate SEP do not equal or exceed the cost of the Alternate SEP described in paragraph 24 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 Alternate SEP which has not been completed satisfactorily pursuant to this CA/FO, Respondent shall pay a stipulated penalty to EPA in the amount of \$24,966.00.
- (ii) If the Alternate SEP is not completed in accordance with paragraphs 23 and 27, 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 Alternate SEP, Respondent shall not be liable for any stipulated penalty.
- (iii) If the Alternate SEP is completed in accordance with paragraphs 23 and 27, 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 EPA in the amount of \$2,496.60.
- (iv) If the Alternate SEP is completed in accordance with paragraphs 23 and 27, 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 Alternate SEP Completion Report required by Paragraph 28 above, Respondent shall pay a stipulated penalty in the amount of \$500.00 for each day after the report was originally due until the report is submitted.

c. The determinations of whether the SEP or Alternate SEP has been satisfactorily implemented and whether the Respondent has made a good faith, timely effort to

implement the SEP or Alternate SEP shall be in the sole discretion of EPA.

d. Respondent shall pay stipulated penalties not more than fifteen (15) days after receipt of written demand by EPA for such penalties, in accordance with the provisions of Paragraph 32 below. The penalty shall be payable to the United States Treasurer. Interest and late charges shall be paid as set forth in Paragraphs 33-36 below.

Payment Terms

32. In order to avoid the assessment of interest, administrative costs, and late payment penalties in connection with the civil penalty described in this CA/FO, Respondent must pay the civil penalty no later than 30 days after the date on which a copy of this CA/FO is mailed or hand-delivered to Respondent.

a. Payment of the CAA penalty shall be made by sending a cashier's check made payable to the "United States Treasury." If the payment of the CAA penalty is sent via regular or US Postal Service express mail, the payment should be mailed to:

U.S. EPA
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000
Contact: Natalie Pearson (314-418-4087)

If the payment of the CAA penalty is sent via FedEx or other non-US Postal Service express mail, the payment should be mailed to:

U.S. Environmental Protection Agency
Fines and Penalties
U.S. Bank
1005 Convention Plaza
Mail Station SL-MO-C2GL
St. Louis, MO 63101
Contact: Natalie Pearson, (314-418-4087)

If the payment of the CAA penalty is sent via wire transfer/EFT, it should be sent to:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT Address = FRNYUS33
33 Liberty Street

New York, NY 10045
(Field Tag 4200 of the wire transfer message should read:
"D 68010727 Environmental Protection Agency")

If the payment of the CAA penalty is sent via Automated Clearing House (ACH) Transfers for receiving U.S. currency (also known as REX or remittance express), it should be sent to:

PNC Bank
ABA = 051036706
Environmental Protection Agency
Account 310006
CTX Format
Transaction Code 22 - checking
808 17th Street, NW
Washington, DC 20074
Contact for ACH: Jessie White (301-887-6548)

b. The Respondent shall note on the penalty payment checks the title and docket numbers of this case. The Respondent shall submit copies of the checks to the following persons:

Lydia Guy (3RC00)
Regional Hearing Clerk
U.S. EPA, Region III
1650 Arch Street
Philadelphia, PA 19103-2029

and

Cynthia T. Weiss (3RC42)
Assistant Regional Counsel
U.S. EPA Region III
1650 Arch Street
Philadelphia, PA 19103-2029

33. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, EPA is entitled to assess interest and late payment penalties on outstanding debts owed to the United States, as well as a charge to cover the costs of processing and handling a delinquent claim, as more fully described below. Accordingly, Respondent's failure to make timely payment or to comply with the conditions in this CA/FO shall result in the assessment of late payment charges, including interest, penalties, and/or administrative costs of handling delinquent debts.

34. Interest on the civil penalty assessed in this CA/FO will begin to accrue on the date that a copy of this CA/FO is mailed or hand-delivered to Respondent. However, EPA will not seek to recover interest on any amount of the civil penalty that is paid within thirty (30) calendar days after the date on which such interest begins to accrue. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 40 C.F.R. § 13.11(a).

35. The costs of the Agency's administrative handling of overdue debts will be charged and assessed monthly throughout the period the debt is overdue. 40 C.F.R. § 13.11(b).

Pursuant to Appendix 2 of EPA's *Resources Management Directives - Cash Management*, Chapter 9, EPA will assess a \$15.00 administrative handling charge for administrative costs on unpaid penalties for the first thirty (30) day period after the final due date and an additional \$15.00 for each subsequent thirty (30) day period the penalty remains unpaid.

36. A penalty charge of six (6) percent per year will be assessed monthly on any portion of the civil penalty which remains delinquent more than ninety (90) calendar days. 40 C.F.R. § 13.11(c). Should assessment of the penalty charge on the debt be required, it shall accrue from the first day payment is delinquent. 31 C.F.R. § 901.9(d).

37. Failure by the Respondent to pay the \$9,148.00 penalty assessed by the FO in full by the final due date, or to pay any stipulated penalties assessed under this CA/FO, may subject Respondent to a civil action to collect the assessed penalty, plus interest, pursuant to Section 113 of the CAA, 42 U.S.C. § 7413. In any such collection action, the validity, amount and appropriateness of the penalty shall not be subject to review.

General Provisions

38. The provisions of the CA/FO shall be binding upon Respondent, its officers, directors, agents, servants, employees, and successors or assigns. By his or her signature below, the person signing this CA on behalf of Respondent is acknowledging that he or she is fully authorized by the party represented to execute this CA and to legally bind Respondent to the terms and conditions of the CA and accompanying FO.

39. The CA/FO does not constitute a waiver, suspension or modification of the requirements of Section 112(r) of the CAA, 42 U.S.C. § 7412(r), or any regulations promulgated thereunder.

40. This CA/FO resolves only those civil claims which are alleged in the Complaint. Nothing herein shall be construed to limit the authority of the Complainant to undertake action against any person, including the Respondent, in response to any condition which Complainant determines may present an imminent and substantial endangerment to the public health, public welfare or the environment. In addition, this settlement is subject to all limitations on the scope of resolution and the reservation of rights of rights set forth in Section 22.18(c) of the Consolidated Rules of Practice. Further, Complainant reserves any rights and remedies available to it under the CAA, the regulations promulgated thereunder, and any other federal laws or regulations for which EPA has jurisdiction, to enforce the provisions of this CA/FO, following its filing with the Regional Hearing Clerk.

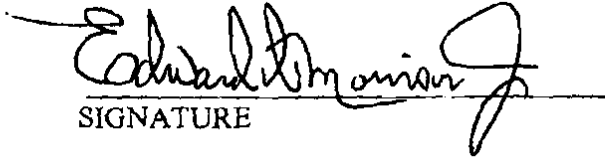
41. Each party to this action shall bear its own costs and attorney's fees.

42. By entering into this CA/FO, the Respondent does not admit any liability for the civil claims alleged in the Complaint.

In re C.I. Thornburg Co., Inc.

EPA Docket Nos. CAA-03-2007-0260

FOR C.I. THORNBURG CO., INC.


SIGNATURE

FEB. 8, 2008
DATE

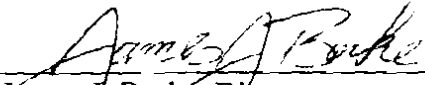
Name: EDWARD W. MORRISON, JR.

Title: PRESIDENT


In re C.I. Thornburg Co., Inc.

EPA Docket Nos. CAA-03-2007-0260

FOR THE U.S. ENVIRONMENTAL PROTECTION AGENCY



James J. Burke, Director
Hazardous Site Cleanup Division



DATE

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029**

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Route 2, Box 148B)	112(r)(7), 113(a)(3) and 113(d)
Bridgeport, WV 26330,)	of the Clean Air Act, as amended,
)	("CAA"), 42 U.S.C. §§ 7412(r)(7),
Facilities)	7413(a)(3), 7413(d).
)	


FINAL ORDER

Pursuant to Section 113 of the CAA and the delegated authority of the undersigned, and in accordance with 40 C.F.R. Part 22, and based on the representations in the Consent Agreement, having determined that the penalty agreed to in the Consent Agreement is based on a consideration of the factors set forth in Section 113(e) of the CAA, 42 U.S.C. § 7413, the foregoing Consent Agreement is hereby approved and incorporated by reference into this Final Order. The Respondent is ordered to comply with the terms of the referenced Consent Agreement.

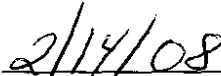
Effective Date

This Final Order shall become effective upon the date of its filing with the Regional Hearing Clerk.

U.S. ENVIRONMENTAL PROTECTION AGENCY



Renee Sarajian
Regional Judicial Officer
EPA, Region III



DATE