

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION VII

06 DEC -1 PM 3:10

ENVIRONMENTAL PROTECTION
AGENCY-REGION VII
REGIONAL HEARING CLERK


IN THE MATTER OF)
)
G.S. Robins & Company)
)
)
)
Respondent)
_____)

Docket No. EPCRA-07-2006-0221

ORDER

Pursuant to 40 C.F.R. § 22.5(a)(1), facsimile filing of page 7 of the Consent Agreement and Final Order is authorized in this proceeding. Counsel for Complainant shall file the original page 7, which shall replace the facsimile of page 7, within one day of receipt of the document from Respondent.

Dated: December 1, 2006



Robert L. Patrick
Regional Judicial Officer

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION VII
901 NORTH FIFTH STREET
KANSAS CITY, KANSAS 66101
BEFORE THE ADMINISTRATOR

06 DEC -1 PM 3:10
ENVIRONMENTAL PROTECTION
AGENCY-REGION VII
REGIONAL HEARING CLERK

In the Matter of)
)
G.S. Robins & Company) Docket No. EPCRA-07-2006-0221
St. Louis, Missouri)
)
Respondent.)

CONSENT AGREEMENT AND FINAL ORDER

The above-captioned matter was initiated on or about July 7, 2006, when the United States Environmental Protection Agency (“Complainant” or “EPA”) issued to G.S. Robins & Company, St. Louis, Missouri, (“Respondent”) a Complaint and Notice of Opportunity for Hearing, pursuant to Section 325 of the Emergency Planning and Community Right to Know Act (“EPCRA”), 42 U.S.C. § 11045.

The Complaint alleged violations of EPCRA Section 313, 42 U.S.C. § 11023, and the regulations promulgated thereunder and codified at 40 C.F.R. Part 372.

The Complaint proposed a penalty of One Hundred Thirteen Thousand One Hundred Thirty-Four Dollars (\$113,134) for these violations.

CONSENT AGREEMENT

1. For purposes of this proceeding only, Respondent admits the jurisdictional allegations set forth in the Complaint. Respondent neither admits nor denies the factual allegations set forth in the Complaint.
2. Respondent waives its right to a judicial or administrative hearing on any issue of fact or law set forth in the Complaint.

3. 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.
4. Respondent certifies by the signing of this Consent Agreement and Final Order that to the best of Respondent's knowledge, Respondent's facility located at 126 Chouteau, St. Louis, Missouri (hereinafter "Respondent's facility") is presently in compliance with all requirements of Section 313 of EPCRA, 42 U.S.C. § 11023, and all implementing regulations, 40 C.F.R. Part 372.
5. Respondent consents to the issuance of the Final Order hereinafter recited and consents to the payment of a civil penalty in the amount of Twenty-Five Thousand Dollars (\$25,000) to be paid within thirty (30) days of the effective date of the Final Order.
6. The effect of settlement described in Paragraph 5 above is conditional upon the accuracy of Respondent's representations to EPA as memorialized in Paragraph 4 above of this Consent Agreement. Respondent understands that the failure to pay any portion of the civil penalty assessed herein 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 thereon at the applicable statutory rate.
7. Although not required by EPCRA or any other federal, state or local law, in settlement of this matter, Respondent agrees to complete the following supplemental environmental projects (SEPs) which the parties agree are intended to secure significant environmental benefits at Respondent's facility. Respondent agrees to:
 - a. Install concrete secondary containment in the acid dock area of Respondent's facility, at approved expenditures by Respondent of no less than \$10,951.76; and,
 - b. Install new stainless steel piping from the aqueous ammonia storage tanks to the drum

filling room in Respondent's facility, in order to mitigate fugitive ammonia emissions. This portion of the SEP will be performed in accordance with Respondent's SEP Work Plan (attached to this document and incorporated by reference), and approved expenditures by Respondent for this portion of the SEP will total no less than \$30,707.60.

8. Respondent has already provided EPA with its receipts for payments to have the secondary containment project described in Paragraph 7a above performed, and those receipts are included with the SEP Work Plan attached. Respondent has also provided EPA with its receipts for payments to have the ammonia piping project described in Paragraph 7b above performed, and those receipts are included with the SEP Work Plan attached. Respondent agrees to submit copies of any further invoices or other documentation, if necessary, to EPA to substantiate these expenditures. All submissions by Respondent to the EPA pursuant to this Consent Agreement (including those made pursuant to Paragraph 10 below) will be provided to the following contact at EPA Region 7:

Fatima Ndiaye, ARTD/CRIB
U.S. Environmental Protection Agency, Region 7
901 N. 5th Street
Kansas City, KS 66101

9. The total expenditures for the SEP projects identified in Paragraph 7a and 7b above and further described in the attached SEP Work Plan shall be not less than \$41,659.36. This figure assumes that the cost of the SEP project identified in Paragraph 7a, totaling not less than \$10,951.76 in allowable expenditures, will be deducted by the Respondent for tax purposes, and that the cost of the SEP project identified in Paragraph 7b, totaling not less than \$30,707.60 in allowable expenditures, will NOT be deducted by the Respondent for tax purposes.

10. Within thirty (30) days of completion of the SEP project identified in Paragraph 7b

above and in the attached SEP Work Plan, 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 (including both the projects identified in Paragraph 7a above and in Paragraph 7b above);
- (ii) Any further itemized costs for the two projects described in Paragraphs 7a and 7b above, not included with the SEP Work Plan attached and incorporated by reference. Such further itemized costs shall be documented by copies of purchase orders, receipts or canceled checks; and
- (iii) The following certification signed by an officer of Respondent:

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, 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.

The report shall be directed to the EPA contact identified in Paragraph 8 above.

11. If the SEP projects referenced in Paragraphs 7a and 7b above are not completed in accordance with the terms of this Order, Respondent shall pay a stipulated penalty in the amount of \$41,659.36 minus any documented expenditures determined by EPA to be acceptable for the SEP project, for a total equal to 100% of the projected costs to the Respondent of the SEP project referenced in Paragraphs 7a and 7b above. The following instances constitute a failure to complete the project in accordance with the terms of this Order:

- (i) Failure to expend at least 90% of the \$41,659.36 in projected costs for the SEP projects described in Paragraphs 7a and 7b above in a manner acceptable to EPA.

(ii) Failure to timely submit the SEP Completion Report as specified in Paragraph 10 above.

12. 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.

13. 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."

14. Respondent understands that its failure to timely pay any portion of the civil penalty stated in Paragraph 5 above or any portion of a stipulated penalty as stated in Paragraph 11 above may result in the commencement of a civil action in Federal District Court to recover the full remaining balance, along with penalties and accumulated interest. In such case, interest shall accrue thereon at the applicable statutory rate on the unpaid balance until such civil or stipulated penalty and any accrued interest are paid in full. A late payment handling charge of \$15 will be imposed after thirty (30) days and an additional \$15 will be charge for each subsequent thirty (30) day period. Additionally, as provided by 31 U.S.C. § 3717(e)(2), a six percent (6%) per annum penalty (late charge) may be assessed on any amount not paid within ninety (90) days of the due date.

FINAL ORDER

Pursuant to the provisions of EPCRA, 42 U.S.C. § 11001, and based upon the

information set forth in this Consent Agreement, IT IS HEREBY ORDERED THAT:

1. Respondent shall pay a civil penalty of Twenty-Five Thousand Dollars (\$25,000), within thirty days of entry of this Final Order. Such payment shall identify the Respondent by name and docket number and shall be by certified or cashier's check made payable to the "United States Treasury" and sent to:

EPA-Region 7
c/o Mellon Bank
P.O. Box 371099M
Pittsburgh, Pennsylvania 15251.

2. A copy of the check shall simultaneously be sent to the following:

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 7
901 N. 5th Street
Kansas City, Kansas 66101; and

Chris R. Dudding
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 7
901 N. 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 complete such project as specified in the Consent Agreement. Such stipulated penalty shall be due and payable thirty days after EPA provides Respondent with written notice describing the alleged failure, unless the parties agree otherwise.

4. Respondent and Complainant shall each bear their own costs and attorneys' fees incurred as a result of this matter.

RESPONDENT

G.S. ROBINS & COMPANY

Date: 11/30/06

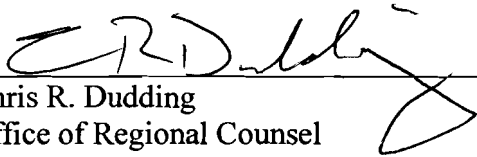
By:

Robert Blinn
as COO/CFO

COMPLAINANT
U. S. ENVIRONMENTAL PROTECTION AGENCY

Date: 12/1/06

By:


Chris R. Dudding
Office of Regional Counsel

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

Date: December 1, 2006



ROBERT L. PATRICK
Regional Judicial Officer
U.S. Environmental Protection Agency, Region 7

Exhibit D
EPA Supplemental Environmental Project (SEP)
G. S. Robins & Company

Overview and Scope of Project:

Aqua ammonia is currently manufactured at the G. S. Robins Chouteau facility. First a tank truck of anhydrous ammonia is brought in via a tank truck. The anhydrous ammonia is pumped through a sparger where it is mixed with water, made into aqua ammonia and then stored in large storage tanks. The aqua ammonia product is made in both a 19% and 30% concentration. The aqua ammonia is subsequently packaged in drums and totes on the dock area adjacent to the large storage tank. The process of packaging the aqua ammonia involves running hoses from the large storage tanks and squirt filling the drums and totes.

The proposed project includes the installation of stainless steel piping from the large aqua ammonia storage tanks to the drum filling room, which contains an air scrubber system capable of capturing fugitive emissions from the drum and tote filling process. The scrubber will mitigate the fugitive emission release into the environment. The equipment installation will include stainless steel piping and related valves and fittings, a new pump and electrical work to operate the pumps. [REDACTED]

[REDACTED] The project will be completed in the third quarter of 2006.

In accordance with the EPA Environmental Supplemental Projects Policy this project is "environmentally beneficial" in that it will reduce the fugitive ammonia emissions from the current loading process.

This project has adequate nexus in that under current activity levels the ammonia emissions are reported on the G. S. Robins Form R report, which is in fact the subject of this settlement agreement.

AMMONIA PIPING PROJECT (PER PARAGRAPH 7B IN CONSENT AGREEMENT)

Mitigate Fugitive Ammonia Emission Releases

Date	Invoice #	Vendor	Amount	Description
[REDACTED]				
8/31/2006	33477639	Lee Mechanical Contractors	18,324.81	Ammonia System Piping
5/1/2006	33476773	Lee Mechanical Contractors	4,566.12	Ammonia System Valves and Fittings
11/1/2006	JR090633	Reinhold Electric	1,065.00	Wiring for Ammonia System
10/9/2006	JR090633	Reinhold Electric	3,195.00	Wiring for Ammonia System
7/26/2006	24564	Industrial Technologies, Inc.	2,916.67	Fire retardant belts for ammonia system
10/9/2006	JR090634	Reinhold Electric	640.00	Wiring for Ammonia System
[REDACTED]				
Total of Ammonia Project			34,987.98	30,707.60
[REDACTED]				

Material

	<u>Invoice</u>	<u>Amount</u>	
Other Vendor		-212.04	
AIRGAS-MID AMERICA	111552118	40.79	
ALL TRADES SUPPLY, INC.	86214	99.51	
MID-STATES SUPPLY COM	6121781-02	71.02	
	6126565-01	1,073.45	
	6126565-02	1,305.25	
	6126565-03	3.12	
	6127138-001	258.75	
	6127205-01	408.68	
	6127208-01	1,577.91	
	6127270-01	780.98	
	6127354-01	971.02	
	6127440-01	1,023.50	
	6127447-01	77.14	
	Material sub-total	7,479.08	
Additional Charges & Deductions	<u>Basis</u>	<u>Percent</u>	<u>Amount</u>
Material 10% Add-On	7,479.10	10.00 %	747.91
	Total Additional Material		747.91
	Total Material		8,226.99

Equipment

	<u>Quantity</u>	<u>Unit of Measure</u>	<u>Rate</u>	<u>Amount</u>	
Other Equipment	0.00		0.00	363.71	
				Equipment sub-total	
				363.71	
Additional Charges & Deductions			<u>Basis</u>	<u>Percent</u>	<u>Amount</u>
Equipment Add-On			363.70	10.00%	36.37
			Total Additional Equipment		36.37
			Total Equipment		400.08

Other

Ammonia System

	1,500.00
Invoice Sub-total	<u>18,324.81</u>

Amount due this Invoice

OK
[Signature]

0.00
\$18,324.81

5
GS ROBINS & COMPANY
126 CHOUTEAU AVENUE
ST. LOUIS, MO 63102

9/28/2006

VENDOR NO 40HUUUU
VENDOR NAME Lee Mechanical Contract

CHECK NO
30861

030861

INVOICE DATE	INVOICE NO.	INVOICE AMT.	DISCOUNT	AMOUNT PAID	COMMENTS
08/31/2006	33477639	8,197.74	0.00	8,197.74	
08/31/2006	33477639ADD	10,127.07	0.00	10,127.07	
TOTALS →		18,324.81	0.00	18,324.81	

LEE
lee mechanical contractors

P.O. Box 663 ♦ Park Hills, MO
Phone 573.431.6628 ♦ Fax 573

www.leemechanical

*Not
Capital
per
Joe H.*

G.S. ROBINS & COMPANY
126 CHOUTEAU AVE.
ST. LOUIS, MO 63102-2490

INVOICE ID: 33476773

DATE: May 1, 2006

CONTRACT ID: 121300
G.S. ROBINS & COMPANY

CUSTOMER ID: GSROBI

PO #:

JOB #

LOCATION: 1213
04/24/06 thru 04/27/06

RECEIVED JUN 12 2006

Labor

	Hours	Rate	Amount
Period Ending 4/30/2006			
Labor Hours & Rates	30.00	38.00	1,140.00
	30.00	38.00	1,140.00
4/30/2006 total	60.00		2,280.00
Labor sub-total			2,280.00
Additional Charges & Deductions	<u>Basis</u>	<u>Percent</u>	<u>Amount</u>
TOOL CHARGE	2,280.00	2.00 %	45.60
Total Additional Labor			45.60
Total Labor			2,325.60

ENTERED
4/28/06
[Signature]

Material

	Invoice	Amount	
AIRGAS-MID AMERICA	111307534	40.79	
CARDINAL STEEL SUPPLY,	207729	115.71	
MID-STATES SUPPLY COM	6121781-01	822.71	
	6121781-03	7.92	
	6121781-04	240.15	
	6121781-05	30.33	
	6121834-01	52.17	
NATIONAL WATERWORKS	3431051	212.04	
	3435029	242.29	
Material sub-total		1,764.11	
Additional Charges & Deductions	<u>Basis</u>	<u>Percent</u>	<u>Amount</u>
Material 10% Add-On	1,764.10	10.00 %	176.41
Total Additional Material			176.41
Total Material			1,940.52

Joe H.
1-09-30-71225-013

TOTAL \$4,566.12

Other		300.00
	Invoice Sub-total	<u>4,566.12</u>
		0.00
Amount due this Invoice		<u><u>\$4,566.12</u></u>

NOTICE TO OWNER

FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 429, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR & MATERIAL TWICE. 1 ½% INTEREST PER MONTH WILL BE CHARGED ON PAST DUE ACCOUNTS.


GS ROBINS & COMPANY
126 CHOUTEAU AVENUE
ST. LOUIS, MO 63102

6/22/2006

VENDOR NO 40HUUU
VENDOR NAME Lee Mechanical Contract

CHECK NO
28731

028731

INVOICE DATE	INVOICE NO.	INVOICE AMT.	DISCOUNT	AMOUNT PAID	COMMENTS
05/01/2006	33476773	4,566.12	0.00	4,566.12	
TOTALS 					
		4,566.12	0.00	4,566.12	



INVOICE

9610 Continental Industrial Drive
 St. Louis, Mo 63123
 (314) 631-1158

11835

Lighting • Electrical Work • Computer & Data Wiring
 Residential • Commercial • Industrial

G. S. Robbins 126 Chouteau St. Louis, MO 63102	G. S. ROBBINS 126 CHOUTEAU ST LOUIS, MO 63102
--	---

DATE	INVOICE NO	ACCOUNT NO	TERMS
11/13/2006	31400633	00000001	Net 30

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
	FINAL ON BID FOR INSTALLING NEW 5HP 30V 22.2 AMP STARTER PAN 250' OF PIPE FROM STARTER TO REMOTE CONTROL IN 2ND BUILDING PAN 1" PVC PIPE 100' FOR 20 AMP 240 VOLT STARTER AND A 110 VOLT CIRCUIT.		
	ORIGINAL CONTRACT SUM		4,260.00
	NET CHANGE BY CHANGE ORDERS		0.00
	CONTRACT SUM TO DATE		4,260.00
	TOTAL COMPLETED & STORED TO DATE		4,260.00
	RETAINAGE		0.00
	TOTAL EARNED LESS RETAINAGE		4,260.00
	LESS PREVIOUS CERTIFICATES		
	FOR PAYMENT		3,195.00
	SALES TAX		0.00
	CURRENT PAYMENT DUE		1,065.00
	BALANCE TO FINISH, PLUS		
	RETAINAGE		0.00

1-09-06-15950
 PROJECT 29-06
 AQUA AMMONIA

PLEASE PAY FROM THIS INVOICE

SUBTOTAL	4,260.00
TAX	0.00
FREIGHT	0.00
TOTAL	4,260.00

SEE REVERSE SIDE FOR LIEN CONDITIONS



INVOICE

9610 Continental Industrial Drive
 St. Louis, Mo 63123
 (314) 631-1158

Lighting • Electrical Work • Computer & Data Wiring
 Residential • Commercial • Industrial

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G. S. Robbins
 126 Chouteau
 St. Louis, MO 63102

J
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G.S. ROBBINS
 126 CHOUTEAU
 ST LOUIS, MO 63102

DATE	INVOICE NO.	ACCOUNT NO.	TERMS
10/9/2006	JR090633	GSROBBIN	Net 30

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
PARTIAL ON BID FOR WORK COMPLETED AND MATERIAL USED.			
	ORIGINAL CONTRACT SUM.....		4,260.00
	NET CHANGE BY CHANGE ORDERS.....		0.00
	CONTRACT SUM TO DATE.....		4,260.00
	TOTAL COMPLETED & STORED TO DATE.....		3,195.00
	RETAINAGE.....		0.00
	TOTAL EARNED LESS RETAINAGE.....		3,195.00
	LESS PREVIOUS CERTIFICATES		
	FOR PAYMENT.....		0.00
	SALES TAX.....		0.00
	CURRENT PAYMENT DUE.....		3,195.00
	BALANCE TO FINISH, PLUS		
	RETAINAGE.....		1,065.00

*Rich,
 Can you add?
 Thanks, Laura*

*Capital Project
 29-06*

1-09-06-15950

RECEIVED OCT 11 2006

RECEIVED OCT 20 2006

OK FOR

PLEASE PAY FROM THIS INVOICE

SUBTOTAL	3,195.00
TAX	
FREIGHT	3,195.00



INVOICE

11006

9610 Continental Industrial Drive
 St. Louis, Mo 63123
 (314) 631-1158

Lighting • Electrical Work • Computer & Data Wiring
 Residential • Commercial • Industrial

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G. S. Robbins
 126 Chouteau
 St. Louis, MO 63102

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G.S. ROBBINS
 126 CHOUTEAU
 ST LOUIS, MO 63102

DATE	INVOICE NO.	ACCOUNT NO.	TERMS
10/9/2006	JR090634	GSROBBIN	Net 30

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT

QTY	DESCRIPTION	UNIT PRICE	AMOUNT
	AS PER BID TO TRACE OUT CONTROL AND POWER WIRING TO AMMONIA PUMP AT RACK. RE-TERMINATE EXPLOSION PROOF CONNECTION AT MOTOR.		
	ORIGINAL CONTRACT SUM.....		640.00
	NET CHANGE BY CHANGE ORDERS.....		0.00
	CONTRACT SUM TO DATE.....		640.00
	TOTAL COMPLETED & STORED TO DATE.....		640.00
	RETAINAGE.....		0.00
	TOTAL EARNED LESS RETAINAGE.....		640.00
	LESS PREVIOUS CERTIFICATES		
	FOR PAYMENT.....		0.00
	SALES TAX.....		0.00
	CURRENT PAYMENT DUE.....		640.00
	BALANCE TO FINISH, PLUS		
	RETAINAGE.....		0.00

Capital Project
 29-06

RECEIVED OCT 11 2006

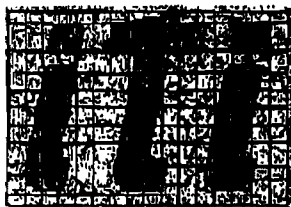
RECEIVED OCT 20 2006

OK
 Bob

1-09-06-15950

PLEASE PAY FROM THIS INVOICE

SUBTOTAL	640.00
TAX	
FREIGHT	



Industrial Technologies, Inc.

2297 Rose Lane
Pacific, MO 63069
636-257-3335 or 800-875-1918
Fax: 636-257-3231
www.industrial-tech.com

Invoice

Date	Invoice #
07/26/2006	24564

Copy

Bill To
G.S. Robins & Co. 126 Chouteau Ave. St. Louis, MO 63102

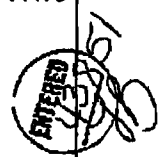
Ship To
G.S. Robins & Co. 126 Chouteau Ave. St. Louis, MO 63102

P.O. No.		Terms	Rep	Ship Date	Ship Via	Date Ordered
Scrubber		Net 10	REB	07/21/2006	Truck	07/19/2006
Ordered	B/O	Shipped	Item	Description	Price	Amount
1	0	1	CMV-200	Fire retardant belt-driven PPs polypropylene fan capable of 375 CFM @ 8.0" SP, 3205 RPM, 0.96 BHP, complete with a 1.5 hp 3/60/230/460/3450 RPM TEFC motor, weatherhood, fixed drives, drain	2,551.00	2,551.00T
1	0	1	Misc.	Flex connector for inlet to connect 6" dia PVC to duct	87.75	87.75T
1	0	1	Misc.	Flex connector for outlet to connect 6" dia PVC to duct	87.75	87.75T

1-09-30-71225-007

RECEIVED JUL 27 2006

OK Prop



Order Shipped Complete. Thank you for your business.

ALL PAST DUE INVOICES WILL CARRY
A LATE CHARGE PERIODIC RATE OF
2% PER MONTH, ANNUAL
PERCENTAGE RATE OF 24%

Total Sale Price	\$2,726.50
Sales Tax (6.975%)	\$190.17
Amount Due	\$2,916.67

A

301

GS ROBINS & COMPANY
128 CHOUTEAU AVENUE
ST. LOUIS, MO 63102

8/10/2006

VENDOR NO. 348712
VENDOR NAME Industrial Technologies, Inc.

CHECK NO
29831

029831

INVOICE DATE	INVOICE NO.	INVOICE AMT.	DISCOUNT	AMOUNT PAID	COMMENTS
07/25/2006	21564	2916.57	0.00	2916.57	
TOTALS		2916.57	0.00	2916.57	



1-09-30-71225-000

JE to 1-09-30-71225-013
RJK
11/06

\$ 18,324.81

OK PER

Joe K
(Page 2)

G.S. ROBINS & COMPANY
126 CHOUTEAU AVE.
ST. LOUIS, MO 63102-2490

INVOICE ID: 33477639
DATE: August 31, 2006
CUSTOMER ID: GSROBI
PO #:
JOB #

CONTRACT ID: 121300
G.S. ROBINS & COMPANY
LOCATION:

JOB #1213 - AMMONIA PIPING
WORK COMPLETED 08/07/06 TO 08/20/06

Labor

	Hours	Rate	Amount
Other Period End Date			
Labor Hours & Rates	8.00	38.00	304.00
	8.00		304.00
Period Ending 8/13/2006			
Labor Hours & Rates	32.00	38.00	1,216.00
	56.00	38.00	2,128.00
8/13/2006 total	88.00		3,344.00
Period Ending 8/20/2006			
Labor Hours & Rates	38.50	38.00	1,463.00
	77.00	38.00	2,926.00
8/20/2006 total	115.50		4,389.00
Labor sub-total			8,037.00
Additional Charges & Deductions			
TOOL CHARGE	8,037.00	2.00 %	160.74
Total Additional Labor			160.74
Total Labor			8,197.74

45871 + 46119
880 880

RECEIVED SEP 11 2006

Concrete Containment Project 2006				
Date	Invoice #	Vendor	Amount	Description
8/7/2006	4679	SBC Contracting	7,447.50	Concrete Work
8/23/2006	1139987-01	Corrosion Products, Inc.	2,701.88	Concrete Saver(Polypro bladder)
8/10/2006	113973401	Corrosion Products, Inc.	434.38	Fittings and Piping for bladder
8/11/2006	113973301	Corrosion Products, Inc.	368.00	Fittings and Piping for bladder
Total of Project			10,951.76	

SBC Contracting, Inc.
 6800 Langley Ave
 St. Louis, MO 63123

Invoice

Date	Invoice #
8/7/2006	4679

Bill To
G.S. Robins & Company 126 Chouteau St. Louis, MO 63102-2454

P.O. No.	Terms	Project
	Net 30	Sulphur Tank

Quantity	Description	Rate	Amount
	Provided labor, material and equipment to excavate for the placement of a 16' x 18' tank base with 29 L.F. of concrete wall. Includes 64 L.F. of pinned curb and 4' x 23'6" of vertical curb and sidewalk.	7,150.00	7,150.00
2.5	Extra work on Aug 16, 2006 Placement of 2.5 cubic yards of concrete	95.00	237.50
1	Short haul charge	60.00	60.00
<p><i>Capital</i> <i>0606</i></p> <p><i>OK</i> <i>BR</i></p> <p><i>1-09-06-15950</i></p> <p><i>ENTERED</i> <i>8/13/06</i> <i>[Signature]</i></p> <p>RECEIVED AUG 18 2006</p>			
Please remit to: PO Box 790379 St. Louis, MO. 63179			Total \$7,447.50

OCT. 13. 2006 3:59PM G.S. ROBINS & COMPANY

DISTRIBUTORS OF INDUSTRIAL EQUIPMENT AND SUPPLIES

CORPORATE OFFICE

635 HANLEY INDUSTRIAL CT. ST. LOUIS, MO 63144
(800) 528-7473 (314) 781-1200 FAX (314) 781-5245
EMAIL stlouis@corrosionproductsinc.com

DECATUR, IL 62526
(800) 835-8007
(217) 877-7799
FAX (217) 877-8286
EMAIL decaturn@corrosionproductsinc.com

428 EAST WOODBINE
LOUISVILLE, KY 40206
(502) 837-1247
FAX (502) 837-1335
EMAIL louis@corrosionproductsinc.com

NO. 491 P. 4/6
ANSYS C. 4120
(800) 860-2060
(816) 842-8060
FAX (816) 842-2873
EMAIL louis@corrosionproductsinc.com

INVOICE NUMBER

1139987-01

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314-621-5155

G.S. ROBINS AND COMPANY
126 CHOUTEAU AVE.
ST. LOUIS MO 63102

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G.S. ROBINS AND COMPANY
126 CHOUTEAU AVE.
ST. LOUIS MO 63102

CUSTOMER P.O. NO.

CUSTOMER P.O. NO. CAPITAL PROJ 06-06

INVOICE NUMBER						
1139987-01	103	08/18/06	0	CAPITAL PROJ 06-06	08/23/06	
INSTRUCTIONS					FRT.	PAGE NO.
OUR DELIVERY 8/31/06					B	1

QUANTITY	DISP	ITEM CODE AND DESCRIPTION	UOM	UNIT PRICE	AMOUNT
ORDERED	B.C./REI	SHIPPED			
1		1) 1 LOT OF POLYPRO SHEET TO COVER AREA 16'3" X 12'6" SHEE MATERIAL TO BE 3/16" OR THICKER ON THE BASE AND 1/2" THICK ON THE SIDES -THE 3 SIDES WILL BE 4" IN HEIGHT ON THE INSIDE OF THE AREA. ALL JOINTS TO BE HOT AIR OR EXTRUSION WELDED. SOME SECTION WILL BE PRE-FABRICATED IN OUR SHOP AND FIELD FITTED.	EA	2500.0000	2500.00

WWW.CORROSIONPRODUCTSINC.COM

Capital project 06-06 OK Bob

76300
1-09-06-15
44862

CODE EXPLANATION

*** THIS IS YOUR INVOICE ***

- * - STATE TAX APPLICABLE
- * - FEDERAL TAX APPLICABLE
- * - STATE & FEDERAL TAX APPL.
- B - BALANCE BACK ORDERED
- C - CONSIDER COMPLETE.
- D - DIRECT SHIPMENT
- F - FACTORY MINIMUM
- * - RETURNED CYCLE

New minimum billing is \$10.00 per invoice.
TERMS: 1/2% 10 DAYS, NET 30.

Overdue invoices are subject to a service charge of 1 1/2% per month. All expenses, including court cost and attorney's fees, incurred in the collection of overdue accounts are chargeable to the customer.

All claims must be made within 6 days after receipt of goods, return materials by written permission only at a 10% handling charge. No invoice number - no credit.

TERMS: INV 30 DUE: 09/22/06

*** ORDER COMPLETED ***

SUB TOTAL	2,500.00
MISC. CHARGE	
TELE. CHARGE	
FREIGHT TOTAL	
FED. / OTHER TAX	
STATE TAX	201.88
PAYMENT REC'D.	0.00

TOTAL AMT DUE
2,701.88

OCT. 13. 2006

3:59PM

G.S. ROBINS & COMPANY CORROSION PRODUCTS Inc.

DISTRIBUTORS OF INDUSTRIAL EQUIPMENT AND SUPPLIES

CORPORATE OFFICE
635 HANLEY INDUSTRIAL CT. ST. LOUIS, MO 63144
(800) 528-7473 (314) 781-1200 FAX (314) 781-6245
EMAIL: stlouis@corrosionproductsinc.com

BRANCH OFFICES
2802 NORTH WOODFORD STREET
DECATUR, IL 62526
(800) 528-7473
(217) 677-7769
FAX (217) 677-6286
EMAIL: decatur@corrosionproductsinc.com

423 EAST WOODBINE
LOUISVILLE, KY 40206
(502) 687-1247
FAX (502) 677-1336
EMAIL: louis@corrosionproductsinc.com

NO. 491 P. 5/6

2383 EAST FRONT STREET
KANSAS CITY, MO 64120
(800) 580-2050
(816) 842-6030
FAX (816) 842-2978
EMAIL: kcmo@corrosionproductsinc.com

INVOICE NUMBER

1139734-01

ROB398

314-621-5155

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G.S. ROBINS AND COMPANY
126 CHOUTEAU AVE.
ST. LOUIS MO 63102

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G.S. ROBINS AND COMPANY
126 CHOUTEAU AVE.
ST. LOUIS MO. 63102

CUSTOMER P.O. NO.

CUSTOMER P.O. NO: E-06

1

INVOICE NUMBER		SYSTEMS INVOICE NUMBER		DATE	
1139734-01	103	08/09/06	8	06-06	1
INSTRUCTIONS					FRT PAGE NO.

DELIVERED ON 8/8/06

QUANTITY ORDERED	B.O. RET.	SHIPPED	DISP.	ITEM CODE AND DESCRIPTION	UNIT	UNIT PRICE	AMOUNT
8		8	*	1) C806-020 CPVC80 2IN SOC 90	EA	8.6300	69.04
2		2	*	2) C801-020 CPVC80 2IN SOC TEE	EA	11.4800	22.96
1		1	*	3) C829-020 CPVC80 2IN SOC CPLG	EA	6.3600	6.36
2		2	*	4) C817-020 CPVC80 2IN SOC 45	EA	9.2800	18.56
5		5	*	5) C808-020 CPVC80 2IN SOC 90	EA	45.00	225.00

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RECEIVED AUG 11 2006

OK
P. 5/6

ENTERED
44
99
8/10

CODE EXPLANATION

*** THIS IS YOUR INVOICE ***

- * - STATE TAX APPLICABLE
- S - FEDOTHER TAX APPLICABLE
- ** - STATE & FEDERAL TAX APPL.
- B - BALANCE BACK ORDERED
- C - CONSIDER COMPLETE
- D - DIRECT SHIPMENT
- F - FACTORY MINIMUM
- A - RETURNED CYCLE

Now minimum billing is \$10.00 per invoice.
TERMS: 1/2% TO 3% NET 30

Overdue invoices are subject to a service charge of 1/2% per month. All expenses including court cost and attorney's fees, incurred in the collection of overdue accounts are chargeable to the customer.
All claims must be made within 5 days after receipt of goods, return material by written permission only at a 10% handling charge.

TERMS: INV. 30 DUE: 09/09/06
*** ORDER COMPLETED ***

SUB TOTAL	401.92
MISC. CHARGE	
TELE. CHARGE	
FREIGHT TOTAL	
FED. / OTHER TAX	
STATE TAX	32.46
PAYMENT REC'D.	0.00
TOTAL AMT DUE	434.38

CORROSION PRODUCTS Inc.

DISTRIBUTORS OF INDUSTRIAL EQUIPMENT AND SUPPLIES

CORPORATE OFFICE

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 (800) 528-7473 (314) 781-1200 FAX (314) 781-5245
 EMAIL: stlouis@corrosionproductsinc.com

BRANCH OFFICES

2802 NORTH WOODFORD STREET
 DECATUR, IL 62526
 (800) 528-8007
 (217) 877-7799
 FAX (217) 877-8299
 EMAIL: decatur@corrosionproductsinc.com

2303 EAST FRONT STREET
 KANSAS CITY, MO 64126
 (800) 528-8007
 (816) 842-8050
 FAX (816) 842-2079
 EMAIL: ka@corrosionproductsinc.com

423 EAST WOODBINE
 LOUISVILLE, KY 40208
 (502) 457-1247
 FAX (502) 457-1335
 EMAIL: lv@corrosionproductsinc.com

INVOICE NUMBER

R08398

314-621-5155

1139733-01

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G.S. ROBINS AND COMPANY
 126 CHOUTEAU AVE.
 ST. LOUIS MO 63102

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G.S. ROBINS AND COMPANY
 126 CHOUTEAU AVE.
 ST. LOUIS MO 63102

CUSTOMER P.O. NO.

CUSTOMER P.O. NO. 06-06

INVOICE NUMBER	SYS IN	ORDER DATE	REV	CUSTOMER P.O. NUMBER	ORDER DATE
1139733-01	103	08/09/06	8	06-06	08/11/06

INSTRUCTIONS				PRT. PAGE NO.	
OUR DELIVERY 8/10/06				8	1
ATTN ROB N.					

ORDERED	QUANTITY B.O. REF	SHIPPED	DISP.	ITEM CODE AND DESCRIPTION	U.M.	UNIT PRICE	AMOUNT
4		4	*	17 US1TBV-020 2" CPVC T/B T/U B/V VITON	EA	92.0000	368.00

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RECEIVED AUG 14 2006

CODE EXPLANATION

- * - STATE TAX APPLICABLE
- 9 - PROOTHER TAX APPLICABLE
- - STATE & FEDERAL TAX APPL.
- 8 - BALANCE BACK ORDERED
- C - CONSIDER COMPLETE
- D - DIRECT SHIPMENT
- F - FACTORY MINIMUM
- R - RETURNED CYCLE

New minimum billing is \$1000 per invoice.
 TERMS: 10% 10 DAYS, NET 30.

Overdue invoices are subject to a 1.25% per month charge of 1.25% per month. All expenses, including court cost and attorney's fees, incurred in the collection of overdue accounts are chargeable to the customer.
 All claims must be made within 90 days after receipt of invoice.

*** THIS IS YOUR INVOICE ***

TERMS: INV 30 DUE: 09/10/06
 *** ORDER COMPLETED ***

SUB TOTAL	368.00
MISC. CHARGE	
TELE. CHARGE	
FREIGHT TOTAL	
FED. / OTHER TAX	
STATE TAX	
PAYMENT REC D.	0.00
TOTAL AMT DUE	

IN THE MATTER OF G.S. Robins & Company, Respondent
Docket No. EPCRA-07-2006-0221

CERTIFICATE OF SERVICE

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

Copy hand delivered to
Attorney for Complainant:

Chris R. Dudding
Assistant Regional Counsel
Region VII
United States Environmental Protection Agency
901 N. 5th Street
Kansas City, Kansas 66101

Copy by U.S. Certified Mail,
Return Receipt Requested, to:

Dale A. Guariglia, Esq.
Brandon W. Neuschafer, Esq.
Bryan Cave, LLP
211 N. Broadway, Suite 3600
St. Louis, Missouri 63102

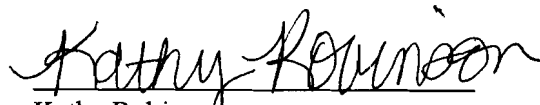
Copy by Facsimile and
First Class Pouch Mail to:

The Honorable Susan L. Biro
Chief Administrative Law Judge
U. S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW
Mail Code 1900L
Washington, D. C. 20460

and

The Honorable Carl C. Charneski
Administrative Law Judge
U. S. Environmental Protection Agency
1200 Pennsylvania Avenue, NW
Mail Code 1900L
Washington, D. C. 20460

Dated: 12/4/07


Kathy Robinson
Hearing Clerk, Region 7