



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

ATLANTA FEDERAL CENTER  
61 FORSYTH STREET  
ATLANTA, GEORGIA 30303-8960

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

AUG 26 2019

Mr. Matthew W. Morrison  
Pillsbury Winthrop Shaw Pittman LLP  
1200 Seventeenth Street NW  
Washington, DC 20036-3006

Re: BAE Systems Ordinance Systems Inc.  
Consent Agreement and Final Order  
Docket Number: CAA-04-2019-8010(b)

Dear Mr. Morrison:

Enclosed please find an executed copy of the Consent Agreement and Final Order (CAFO) that resolves the Clean Air Act (CAA) matter (Docket No. CAA-04-2019-8010(b)) involving BAE Systems Ordinance Systems Inc. The CAFO was filed with the Regional Hearing Clerk, as required by 40 CFR Part 22 and became effective on the date of the filing. As specified by the penalty payment instruction in paragraph 19 of the CAFO, BAE Systems Ordinance Systems Inc., has agreed to pay the civil penalty within 30 calendar days of the effective date of the CAFO.

If you have any questions, please call Mr. Jordan Noles at (404) 562-9105.

Sincerely,

A handwritten signature in blue ink, appearing to read "César A. Zapata", with a small "for" written to the right.

César A. Zapata  
Acting Chief  
Air Enforcement Branch

Enclosure

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 4  
BEFORE THE ADMINISTRATOR**

USEPA REGION 4  
OFFICE OF COMPLIANCE  
2019 AUG 16 PM 2:01

**IN THE MATTER OF:** )  
 )  
BAE Systems Ordnance Systems )  
  Inc. )  
 )  
Respondent. )  
\_\_\_\_\_ )

**Docket No.**  
CAA-04-2019-8010(b)

**CONSENT AGREEMENT**

**A. PRELIMINARY STATEMENT**

1. This is an administrative penalty assessment proceeding brought under Section 113(d) of the Clean Air Act (the "Act"), 42 U.S.C. § 7413(d), and Sections 22.13 and 22.18 of the Consolidated Rules of Practice Governing Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (Consolidated Rules), as codified at 40 C.F.R. Part 22.
2. Complainant is the United States Environmental Protection Agency, Region 4 (EPA). The Director of the Enforcement and Compliance Assurance Division, EPA Region 4, is delegated the authority to settle civil administrative penalty proceedings under Section 113(d) of the Act.
3. Respondent is BAE Systems Ordnance Systems Inc., a corporation doing business in the State of Tennessee. Respondent is a "person" as defined in Section 302(e) of the Act, 42 U.S.C. § 7602(e).
4. Complainant and Respondent, having agreed that settlement of this action is in the public interest, consent to the entry of this consent agreement ("Consent Agreement" or "Agreement") and the attached final order ("Final Order" or "Order") without adjudication of any issue of law or fact herein, and Respondent agrees to comply with the terms of this Consent Agreement and Final Order.

**B. JURISDICTION**

5. This Consent Agreement is entered into under Section 113(d) of the Act, as amended, 42 U.S.C. § 7413(d), and the Consolidated Rules, 40 C.F.R. Part 22. The alleged violations in this Consent Agreement are of Section 112(r)(7), 42 U.S.C. § 7412(r)(7).
6. The EPA and the United States Department of Justice jointly determined that this matter, although it involves alleged violations that occurred more than one year before initiation of this proceeding, is appropriate for an administrative penalty assessment. 42 U.S.C. § 7413(d); 40 C.F.R. § 19.4.

7. On June 7, 2018, the EPA issued to Respondent a Notice of Potential Violation (NOPV), providing notice that the EPA found that Respondent potentially committed the alleged violations described in Section E of this Agreement and providing Respondent an opportunity to confer with the EPA. On August 21, 2018, and November 13, 2018, representatives of Respondent and the EPA discussed the June 7, 2018 NOPV.

8. The Regional Judicial Officer is authorized to ratify this Consent Agreement which memorializes settlement between Complainant and Respondent. 40 C.F.R. § 22.4(b) and 22.18(b).

9. The issuance of this Consent Agreement and attached Final Order simultaneously commences and concludes this proceeding. 40 C.F.R. § 22.13(b).

### **C. GOVERNING LAW**

10. Section 112(r) of the Act, 42 U.S.C. § 7412(r), addresses the prevention of releases of substances listed pursuant to Section 112(r)(3) of the Act, 42 U.S.C. § 7412(r)(3). The purpose of this section is to prevent the accidental release of extremely hazardous substances and to minimize the consequences of such releases. Pursuant to Section 112(r)(7) of the Act, 42 U.S.C. § 7412(r)(7), the EPA is authorized to promulgate regulations for accidental release prevention.

11. Pursuant to Sections 112(r)(3) and 112(r)(7) of the Act, 42 U.S.C. §§ 7412(r)(3) and 7412(r)(7), the EPA promulgated rules codified at 40 C.F.R. Part 68, Chemical Accident Prevention Provisions. These regulations are collectively referred to as the “Risk Management Program” (RMProgram) and apply to an owner or operator of a stationary source that has a threshold quantity of a regulated substance in a process. Pursuant to Sections 112(r)(3) and 112(r)(5) of the Act, 42 U.S.C. §§ 7412(r)(3) and 7412(r)(5), the list of regulated substances and threshold levels are codified at 40 C.F.R. § 68.130.

12. Pursuant to Section 112(r)(7)(B)(iii) of the Act, 42 U.S.C. § 7412(r)(7)(B)(iii), and 40 C.F.R. §§ 68.10 and 68.150, the owner or operator of a stationary source that has a regulated substance in an amount equal to or in excess of the applicable RMProgram threshold in a “process” as defined in 40 C.F.R. § 68.3, must develop an RMProgram accidental release prevention program, and submit and register a single Risk Management Plan (RMPlan) to the EPA.

### **D. FACTUAL ALLEGATIONS**

13. Respondent operates a “stationary source” as that term is defined by Section 302(z) of the Act, 42 U.S.C. § 7602(z). Respondent’s stationary source is located at 4509 West Stone Drive, Kingsport, Tennessee (stationary source).

14. Respondent has submitted and registered an RMPlan to the EPA for its stationary source and

has developed an RMProgram accidental release prevention program for the stationary source.

15. For the purpose of this Agreement:

(a) At its stationary source, Respondent manufactures explosives.

(b) At its stationary source, Respondent has on-site for use, approximately 609,000 pounds of anhydrous ammonia, 2,730,000 pounds of nitric acid, and 100,000 pounds of oleum.

(c) At its stationary source, Respondent has six RMProgram level 3 covered processes, which store or otherwise use anhydrous ammonia, nitric acid, and oleum in amounts exceeding their applicable threshold of 10,000 pounds, 15,000 pounds, and 10,000 pounds, respectively.

(d) On May 8-9, 2017, the EPA conducted an onsite inspection of the RMProgram related records and equipment for the purpose of assessing Respondent's compliance with the RMProgram requirements and the implemented recognized and generally accepted good engineering practices (RAGAGEP) for its covered processes at its stationary source.

(e) At the time of the inspection, Respondent stated the rationale for selecting a nitric acid rail car located near the installation boundary for a worst case scenario was that it generated the largest toxic off-site impact. However, Respondent could not locate narrative documentation supporting this rationale.

(f) At the time of the inspection, a walk-down comparison of piping and instrument diagrams (P&IDs) for select equipment at Building G-10 and Area A-1 (Ammonia unloading and storage) identified several inaccuracies.

(g) At the time of the inspection, the inspection team requested copies of process safety system documentation for Building G-10 and was provided with a document package prepared by Chilworth Technologies and dated July 27, 2007. This package recommended equipment modifications at Building G-10 in order to produce trichloro-trinitro-benzene (TCTNB). The inspection team reviewed this information, and determined that the document identifies proposed equipment changes, but is unclear which recommendations at Building G-10 were subsequently implemented.

(h) At the time of the inspection, the inspection team observed the following RAGAGEP discrepancies at the facility:

- Process lines at Building G-10 were not labeled in accordance with ASME A13.1-2007 and ANSI/NEMA Z535.1-2006 such that contents and flow direction are identified, and color coded properly. The inspection team observed process lines lacking labels to identify line contents and direction of flow.

- Process lines surrounding A-1 ammonia storage tanks T-42, T-43 and T-44 were not labeled in accordance with ASME A13.1-2007 and ANSI/NEMA Z535.1-2006 such that contents and flow direction are identified, and color coded properly.
- The out-of-service hydrochloric acid (HCl) tank in Area A-1 had two National Fire Protection Association (NFPA) hazard diamonds: one on the tank, which was faded, and one on the surrounding containment. The information on these diamonds conflicted with each other and, therefore, did not meet the requirements of NFPA 704-2017, Section 4.1.1, which requires the markings (i.e., diamonds) to identify the hazards of a material.
- NFPA hazard diamond(s) were not clearly posted on A-1 ammonia storage tanks T-42, T-43, and T-44 per NFPA 704 such that they are clearly visible to emergency responders from the approaching access road.
- The A-1 ammonia storage tanks T-42, T-43, and T-44 were not labeled in accordance with ANSI G-2.1(2014).

(i) The inspection team reviewed the 2016 nitrotriazolone (NTO) Process Hazard Analysis (PHA). The PHA identified “Section 8, Line from Spent Acid Storage Tank to the process still, including diaphragm pump, Deviation 4. Misdirected flow of spent acid through caustic fill line to the Caustic Tank in Tank Farm” as a Risk Rank (RR) of 400. Per Holston’s PHA policy, any identified item with a RR greater than 200 requires further mitigation. Deviation 4 included Action Item 11, which stated, “Consider relocating spent acid line to the process still to the nozzle where the flow control valve is located.” The response to this recommendation was to “complete before startup.” However, the action item recommendation sheets did not document that the recommendation resolution was implemented. The inspection team verified the recommended control was implemented in the field and incorporated into the red-line drawing. Regardless, there was no documentation provided during the inspection stating the resolution of this action item.

(j) The inspection team reviewed Holston’s Mechanical Integrity Policy and interviewed personnel involved in the inspection and mechanical integrity program. The provided inspection and mechanical integrity documentation did not provide references to which RAGAGEP were used for determination of inspection methods or frequency or otherwise indicate that the inspection and testing procedures follow RAGAGEP. The inspection team asked the personnel in an interview which RAGAGEP Holston adheres to for its inspection and testing procedures, and they were not able to provide an answer.

## **E. ALLEGED VIOLATIONS OF LAW**

16. Based on the EPA’s compliance monitoring investigation, the EPA alleges that Respondent violated the codified rules governing the Act’s Chemical Accident Prevention Provisions, because Respondent did not adequately implement provisions of 40 C.F.R. Part 68 when it:

- (a) Failed to maintain records on the rationale for selecting worst case scenarios used in offsite consequence analyses as required by 40 CFR § 68.39(a);

- (b) Failed to include certain complete P&IDs in the compilation of PSI as required by 40 CFR § 68.65(d)(1)(ii);
- (c) Failed to include certain safety systems in the compilation of PSI as required by 40 CFR § 68.65(d)(1)(viii);
- (d) Failed to document that equipment complies with recognized and generally accepted good engineering practices as required by 40 CFR § 68.65(d)(2);
- (e) Failed to establish a system to promptly address the PHA team's findings and recommendations; assure that the recommendations are resolved in a timely manner and that the resolution is documented; document what actions are to be taken; complete actions as soon as possible; develop a written schedule of when actions are to be completed; communicate the actions to operating, maintenance and other employees whose work assignments are in the process and who may be affected by the recommendations or actions as required by 40 CFR § 68.67(e); and
- (f) Failed to follow RAGAGEP in its inspection and testing procedures and failed to be consistent with applicable manufacturers' recommendations and good engineering practices in regards to the frequency of inspections and tests as required by 40 CFR §§ 68.73(d)(2) and 68.73(d)(3).

#### **F. TERMS OF CONSENT AGREEMENT**

17. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondent:

- (a) admits that the EPA has jurisdiction over the subject matter alleged in this Agreement;
- (b) neither admits nor denies the factual allegations stated above;
- (c) consents to the assessment of a civil penalty as stated below;
- (d) consents to the conditions specified in this Agreement;
- (e) waives any rights to contest the alleged violations of law set forth in Section E of this Consent Agreement; and
- (f) waives its rights to appeal the Order accompanying this Agreement.

18. For the purpose of this Agreement, Respondent:

- (a) agrees that this Agreement states a claim upon which relief may be granted against Respondent;

- (b) acknowledges that this Agreement constitutes an enforcement action for purposes of considering Respondent's compliance history in any subsequent enforcement actions;
- (c) waives any and all remedies, claims for relief and otherwise available rights to judicial or administrative review that Respondent may have with respect to any issue of fact or law set forth in this Order, including any right of judicial review under Section 307(b)(1) of the Act, 42 U.S.C. § 7607(b)(1);
- (d) consents to personal jurisdiction in any action to enforce this Agreement or Order, or both, in the United States District Court for the Eastern District of Tennessee;
- (e) waives any rights it may possess at law or in equity to challenge the authority of the EPA to bring a civil action in a United States District Court to compel compliance with the Agreement or Order, or both, and to seek an additional penalty for such noncompliance, and agrees that federal law shall govern in any such civil action; and
- (f) certifies that as of its execution of this Agreement, it is in compliance with all relevant requirements of 40 C.F.R. Part 68.

19. Penalty Payment. Respondent agrees to:

- (a) pay the civil penalty of **EIGHTEEN THOUSAND SIX HUNDRED NINETY-FOUR DOLLARS (\$18,694)** (EPA Penalty) within 30 calendar days of the effective date of this Agreement;
- (b) pay the EPA Penalty by forwarding a cashier's or certified check payable to the "Treasurer, United States of America," or by electronic transfer to one of the following addresses:

For payment sent via electronic transfer

Federal Reserve Bank of New York

ABA = 021030004

Account = 68010727

SWIFT address = FRNYUS33

33 Liberty Street

New York, New York 10045

Beneficiary: "U.S. Environmental Protection Agency";

For payment sent via standard delivery

U.S. Environmental Protection Agency

Cincinnati Finance Center Box 979077

St. Louis, MO 63197-9000; or

For payment sent for signed receipt confirmation (FedEx, DSL, UPS, USPS Certified)

U.S. Environmental Protection Agency  
Cincinnati Finance Center Box 979077  
1005 Convention Plaza  
SL-MO-C2-GL  
St. Louis, MO 63101  
(Delivery Location Phone Number: 314-425-1819).

The check shall reference on its face the name and the Docket Number of the Consent Agreement and Final Order. Within 24 hours of payment of the EPA Penalty, Respondent shall send a separate copy of the check or confirmation of electronic transfer, and a written statement that payment has been made in accordance with this Agreement, to the following persons at the following addresses:

Regional Hearing Clerk  
U.S. EPA Region 4  
61 Forsyth Street, S.W.  
Atlanta, Georgia 30303

Jordan Noles  
Enforcement and Compliance Assurance Division  
Air Enforcement Branch  
U.S. EPA Region 4  
61 Forsyth Street, S.W.  
Atlanta, Georgia 30303

20. If Respondent fails to timely pay any portion of the penalty assessed under this Agreement, the EPA may:

- (a) request the Attorney General to bring a civil action in an appropriate district court to recover: the amount assessed; interest at rates established pursuant to 26 U.S.C. § 6621(a)(2); the United States' enforcement expenses; and a 10 percent quarterly nonpayment penalty, 42 U.S.C. § 7413(d)(5);
- (b) refer the debt to a credit reporting agency or a collection agency, 42 U.S.C. § 7413(d)(5), 40 C.F.R. §§ 13.13, 13.14, and 13.33;
- (c) collect the debt by administrative offset (i.e., the withholding of money payable by the United States to, or held by the United States for, a person to satisfy the debt the person owes the Government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, 40 C.F.R. Part 13, Subparts C and H; and



- (d) suspend or revoke Respondent's licenses or other privileges, or suspend or disqualify Respondent from doing business with the EPA or engaging in programs the EPA sponsors or funds, 40 C.F.R. § 13.17.

21. Supplemental Environmental Project.

- a) Respondent shall undertake and complete the following Emergency Planning and Preparedness project within ninety (90) days of the effective date of this Consent Agreement and Final Order. Respondent shall expend no less than **SIXTY-NINE THOUSAND NINE HUNDRED THIRTY-EIGHT DOLLARS (\$69,938)** for the purchase of fifteen (15) TecGen 51-Level 3 Jackets, fifteen (15) TecGen 51-Level 3 Pants, and one (1) CEPCO APX-TX3P Res-Q-Jack Apex Texas 3 Point Package for the Church Hill, Tennessee Rescue Squad; two (2) 1616 (1-1/2) ProVenger SG Fire Hose Nozzles, three (3) Aluminum (1-1/2) x 15/16 Orifice Pistol Grip Smooth Bore Nozzles, one (1) Bullard thermal camera, eight (8) Globe Jacket Classix SE, eight (8) Globe Pant Classic SE, four (4) orange 1.75 50' All American Hoses, four (4) blue 1.75 50' All American Hoses, four (4) red 1.75 50' All American Hoses, and ten (10) 2.25 500' All American Hoses for the Carter's Valley Volunteer Fire Department; and twenty-two (22) Nightstick Firefighter Flashlights, one (1) Junkin Break-Away (Stokes/Rescue Basket), six (6) Globe Jacket Classix SE, six (6) Globe Pant Classic SE, two (2) Bullard thermal cameras, and eight (8) LED box lights for the Mount Carmel, Tennessee Volunteer Fire Department.
- b) Respondent agrees that in the event that Respondent's actual purchase of equipment deviates from the equipment specified above, Respondent shall provide information to the EPA explaining the reason(s) for any such deviation. So long as the amount that Respondent spends equals or exceeds \$69,938, and the explanation for the deviation is acceptable to the EPA, this provision shall be deemed to be satisfied. This Consent Agreement and Final Order shall not be construed to constitute the EPA's endorsement of the equipment or technology to be purchased by Respondent in connection with the SEP undertaken pursuant to this Agreement.
- c) Respondent certifies the truth and accuracy of each of the following:
  - (1) That all cost information provided to the EPA in connection with the EPA's approval of the SEP is complete and accurate and that Respondent in good faith estimates that the cost to implement the SEP is \$69,938;
  - (2) That, as of the effective date of this Consent Agreement and Final Order, Respondent is not required to perform or develop the SEP by any federal, state or local law, regulation, permit, order or agreement and is not required to perform or develop the SEP by agreement, grant or as injunctive relief awarded in any other action in any forum;

(3) That the SEP is not a project Respondent was planning or intending to construct, perform or implement other than in settlement of the claim resolved in this Consent Agreement and Final Order;

(4) That Respondent has not received and will not receive credit for the SEP in any other enforcement action of any kind;

(5) That Respondent will not receive reimbursement for any portion of the SEP from another person or entity;

(6) That for federal income tax purposes, Respondent agrees it will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEP;

(7) That Respondent is not a party to any open federal financial assistance transaction that is funding or could fund the same activity as the SEP; and

(8) That Respondent has inquired of the Church Hill, Tennessee Rescue Squad, the Carter's Valley Volunteer Fire Department, and the Mount Carmel, Tennessee Volunteer Fire Department whether they are a party to an open federal financial assistance transaction that is funding or could fund the same activity as the SEP and has been informed by the aforementioned agencies that they are not a party to such a transaction.

d) Respondent agrees that in order to receive credit for the SEP, it must fully and timely complete the SEP project in accordance with Paragraph 21(a). If Respondent does not fully and timely complete the SEP, it shall be required to pay stipulated penalties pursuant to Paragraph 21(h).

e) Respondent agrees that EPA may inspect the facility at any time in order to confirm that the SEP is being undertaken in conformity with the representations made herein.

f) Respondent shall submit to the EPA a SEP Completion Report, no later than 180 calendar days after the effective date of this Consent Agreement and Final Order. The Report shall be sent to the Air Enforcement Branch, to the attention of Jordan Noles at the address provided above. The Report shall include the following:

(1) an affidavit from an authorized company official, attesting that the SEP has been completed or explaining in detail any failure to complete it; and

(2) copies of appropriate documentation, including invoice and receipts, showing a total expenditure of no less than \$69,938, was spent on the Emergency Planning and Preparedness SEP described in Paragraph 21(a).

Upon request, Respondent shall send the EPA any additional documentation requested by the EPA.

- g) In making any reference to the SEP, any public statement, oral or written, Respondent shall include the following language:

“This project was undertaken in connection with the settlement of an enforcement action taken by the U.S. Environmental Protection Agency for violations of Section 112(r)(7) of the Clean Air Act (CAA).”

- h) Respondent shall pay to the United States a stipulated penalty of the difference between \$69,938 and the actual SEP expenditure if Respondent fails to timely and fully complete the activities described in Paragraph 21(a), including failure to spend the minimum amount of **SIXTY-NINE THOUSAND NINE HUNDRED THIRTY-EIGHT DOLLARS (\$69,938)**.
- i) For purposes of Paragraph 21(h), whether Respondent has fully and timely completed the SEP shall be in the sole discretion of the EPA.
- j) Respondent shall pay to the United States a stipulated penalty of \$100 for each calendar day that the report is late if Respondent fails to timely submit a SEP Completion Report as required by this Consent Agreement and Final Order.

22. By signing this Agreement, Respondent acknowledges that this Consent Agreement and Final Order will be available to the public and agrees that this Agreement does not contain any confidential business information or personally identifiable information.

23. By signing this Agreement, the undersigned representative of Complainant and the undersigned representative of Respondent each certify that he or she is fully authorized to execute and enter into terms and conditions of this Agreement and has the legal capacity to bind the party he or she represents to this Agreement.

24. By signing this Agreement, both parties agree that each party's obligations under this Consent Agreement and attached Final Order constitute sufficient consideration for the other party's obligations.

25. By signing this Agreement, Respondent certifies that the information it has supplied concerning this matter was at the time of submission true, accurate, and complete for each such submission, response, and statement. Respondent acknowledges that there are significant penalties for submitting false or misleading information, including the possibility of fines and imprisonment for knowing submission of such information, under 18 U.S.C. § 1001.

26. Except as qualified by Paragraph 20, each party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding.

## **G. EFFECT OF CONSENT AGREEMENT AND ATTACHED FINAL ORDER**

27. In accordance with 40 C.F.R. § 22.18(c), completion of the terms of this Consent Agreement and Final Order resolves only Respondent's liability for federal civil penalties for the violations and facts specifically alleged above.
28. Penalties paid pursuant to this Agreement shall not be deductible for purposes of federal taxes.
29. This Agreement constitutes the entire agreement and understanding of the parties and supersedes any prior agreements or understandings, whether written or oral, among the parties with respect to the subject matter hereof.
30. The terms, conditions, and compliance requirements of this Agreement may not be modified or amended except upon written agreement of both parties, and approval of the Regional Judicial Officer.
31. Any violation of this Order may result in a civil judicial action for an injunction or civil penalties as provided in Section 113(b)(2) of the Act, 42 U.S.C. § 7413(b)(2), and pursuant to 40 CFR Part 19, as well as criminal sanctions as provided in Section 113(c) of the Act, 42 U.S.C. § 7413(c). The EPA may use any information submitted under this Order in an administrative, civil judicial, or criminal action.
32. Nothing in this Agreement shall relieve Respondent of the duty to comply with all applicable provisions of the Act and other federal, state, or local laws or statutes, nor shall it restrict the EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit.
33. Nothing herein shall be construed to limit the power of the EPA to undertake any action against Respondent or any person in response to conditions that may present an imminent and substantial endangerment to the public health, welfare, or the environment.
34. The EPA reserves the right to revoke this Agreement and settlement penalty if and to the extent that the EPA finds, after signing this Agreement, that any information provided by Respondent was materially false or inaccurate at the time such information was provided to the EPA, and the EPA reserves the right to assess and collect any and all civil penalties for any violation described herein. The EPA shall give Respondent notice of its intent to revoke, which shall not be effective until received by Respondent in writing.

## **H. EFFECTIVE DATE**

35. Respondent and Complainant agree to issuance of the attached Final Order. Upon filing, the EPA will transmit a copy of the filed Consent Agreement to Respondent. This Consent

Agreement and attached Final Order shall become effective after execution of the Final Order by the Regional Judicial Officer, on the date of filing with the Regional Hearing Clerk.

**The Remainder of this Page Intentionally Left Blank**

The foregoing Consent Agreement in the Matter of BAE Systems Ordinance Systems Inc., Docket No. CAA-04-2019-8010(b), is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:

BAE Systems Ordinance Systems Inc.

By:  \_\_\_\_\_ Date: 7-12-2019

*for* Name: Vincent Bevilacqua

Title: Director of Contracts, BAE Systems Ordinance Systems Inc.

The foregoing Consent Agreement in the Matter of BAE Systems Ordinance Systems Inc.,  
Docket No. CAA-04-2019-8010(b), is Hereby Stipulated, Agreed, and Approved for Entry.

FOR COMPLAINANT:

U.S. Environmental Protection Agency

By: Suzanne G. Rubini Date: 8/21/2019

Suzanne G. Rubini  
Acting Director  
Enforcement and Compliance Assurance Division

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 4  
BEFORE THE ADMINISTRATOR**

**IN THE MATTER OF:**

BAE Systems Ordinance Systems  
Inc.

Respondent.

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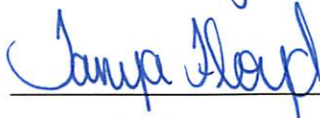
**Docket No.**  
CAA-04-2019-8010(b)

**FINAL ORDER**

Pursuant to 40 C.F.R. § 22.18(b) of the EPA's Consolidated Rules of Practice and section 113(d) of the Clean Air Act, 42 U.S.C. § 7413(d), the attached Consent Agreement resolving this matter is incorporated by reference into this Final Order and is hereby ratified.

Respondent is ORDERED to comply with all terms of the Consent Agreement, effective on the date that the Consent Agreement and Final Order are filed by the Regional Hearing Clerk.

SO ORDERED this 26<sup>th</sup> day of August, 2019.



\_\_\_\_\_  
Tanya Floyd  
Regional Judicial Officer



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 BAE Systems Ordinance Systems Inc., CAA-04-2019-8010(b), on the parties listed below in the manner indicated:

Jordan Noles  
U. S. EPA, Region 4  
Air, Pesticides and Toxics  
Management Division

(Via EPA's internal mail)

Eric Triplett  
U. S. EPA, Region 4  
Office of Regional Counsel

(Via EPA's internal mail)

Mr. Matthew W. Morrison  
Pillsbury Winthrop Shaw Pittman LLP  
1200 Seventeenth Street NW  
Washington, DC 20036-3006

(Via Certified Mail - Return Receipt Requested)

Date:

8-26-19



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