

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4

FILED

Feb 06, 2025

3:27 pm

**U.S. EPA REGION 4
HEARING CLERK**

In the Matter of:

**Bluestone Coke, LLC
3500 35th Avenue North
Birmingham, Alabama 35207
EPA ID No. ALD 000 828 848**

Respondent.

Docket No. RCRA-04-2023-2106

Proceeding Under Section 3008(a) of the
Solid Waste Disposal Act, as amended by,
inter alia, the Resource Conservation and
Recovery Act, 42 U.S.C. § 6928(a)

CONSENT AGREEMENT

1. Complainant, the Director of the Enforcement and Compliance Assurance Division, United States Environmental Protection Agency (EPA) Region 4, brought this civil administrative action seeking injunctive relief under Section 3008(a) of the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. § 6928(a).
2. This Consent Agreement and the attached Final Order shall collectively be referred to as the CAFO.
3. On April 10, 2024, a Complaint, Compliance Order, and Opportunity to Request a Hearing (the Complaint) was filed in this action against Respondent Bluestone Coke, LLC, a Delaware limited liability company (Respondent) in relation to its facility located at 3500 35th Avenue North, Birmingham, Alabama 35207 (Facility).
4. On June 27, 2024, Respondent filed an Answer to the Complaint and requested a hearing.
5. On January 15, 2025, Counsel for Complainant filed a Motion to Amend Complaint, which was granted by the Presiding Officer on January 23, 2025.
6. On February 5, 2025, Complainant filed its Amended Complaint (the Amended Complaint). The Amended Complaint alleges that Respondent violated the Administrative Order on Consent, Docket No. RCRA-04-2016-4250 that was issued to it under Section 3008(h) of RCRA on August 11, 2016 (the 2016 Order), by failing to update

the cost estimates for the corrective measures work thereunder and by failing to provide adequate financial assurance for the approved remedies.

7. Having found that settlement is consistent with the provisions and objectives of RCRA and applicable regulations, the Parties have agreed to settle this action pursuant to 40 C.F.R. § 22.18 and consent to the entry of this CAFO without Respondent's admission of violation or adjudication of any issues of law or fact herein.

II. STIPULATIONS

8. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondent:
 - a. admits the jurisdictional allegations set forth in the Amended Complaint;
 - b. neither admits nor denies the factual allegations set forth in the Amended Complaint;
 - c. consents to the issuance of this compliance order;
 - d. consents to the conditions specified in this CAFO;
 - e. waives any right to contest the allegations set forth in the Amended Complaint; and
 - f. waives its rights to appeal the Final Order accompanying this CAFO.
9. For the purpose of this proceeding, Respondent:
 - a. agrees that the Amended Complaint states a claim upon which relief may be granted against Respondent;
 - b. acknowledges that this CAFO 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 CAFO, including any right of judicial review under Chapter 7 of the Administrative Procedure Act, 5 U.S.C. §§ 701-706;
 - d. 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 CAFO, and to seek a penalty for such noncompliance, and agrees that federal law shall govern in any such civil action;
 - e. waives any right it may have pursuant to 40 C.F.R. § 22.8 to be present during any discussions with, or to be served with and reply to, any memorandum or communication addressed to EPA officials where the purpose of such discussion, memorandum, or communication is to persuade such official to accept and issue this CAFO;
 - f. waives any rights or defenses that Respondent has or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial, and waives any right to challenge the lawfulness of the Final Order accompanying this Consent Agreement; and
 - g. agrees to comply with the terms of this CAFO.

10. In accordance with 40 C.F.R. § 22.5, the individuals named in the Certificate of Service are authorized to receive service related to this proceeding and the Parties continue to agree to receive service by electronic means.

III. WORK TO BE PERFORMED

11. On December 17, 2024, Respondent's parent entity, Bluestone Resources, Inc. (Bluestone Resources), entered into a certain Trust Agreement on Respondent's behalf (the Agreement), a copy of which is attached hereto as Appendix A, with trustee, Wintrust Private Trust Company, N.A., in order to establish a trust to provide financial assurance that funds will be available when needed for corrective action at the Facility (the Trust).
12. Schedule B of the Agreement sets out a schedule pursuant to which Bluestone Resources has agreed to fund the Trust (the Trust Funding Schedule). The Trust Funding Schedule requires monthly payments in varying amounts, with the first payment being due by December 31, 2024, and the final payment being due on May 31, 2028.
13. Section 4 of the Agreement and the Trust Funding Schedule also call for annual inflationary adjustments to the corrective action cost estimate to be calculated and paid into the Trust in December 2025, 2026, and 2027.
14. Respondent shall timely cause all payments to be made as described in the Agreement and more particularly in the Trust Funding Schedule. Respondent may accelerate payments into the Trust or may deposit the full amount of the corrective action cost estimate at any time into the Trust.
15. In the event that the Agreement and/or the Trust Funding Schedule are properly amended with the consent of the EPA Regional Administrator pursuant to Section 17 of the Agreement, then such amendment(s) shall become an enforceable part of this CAFO and Respondent shall timely cause all payments to be made as described in such amended Agreement and/or Trust Funding Schedule.
16. Respondent shall notify the EPA of any payments made to the Trust by providing the EPA with a Deposit Receipt via email to Corey Hendrix, the EPA Region 4 Financial Assurance Specialist, at hendrix.corey@epa.gov, within 5 days of any deposit to the Trust.

IV. EFFECT OF CAFO

17. This CAFO shall constitute a complete and final settlement of only the claims for injunctive relief alleged in the Amended Complaint against Respondent under Section 3008(a) of RCRA, 42 U.S.C. § 6928(a), concerning the alleged violations at the Facility.
18. This CAFO does not address in any way, settle, or resolve any claims or potential claims for a penalty under Section 3008(h) of RCRA, 42 U.S.C. § 6928(h), including any such claims which might arise from the facts alleged in the Amended Complaint, which are preserved.

Respondent likewise reserves its rights to oppose and defend against any such claims for a penalty in the future.

19. Full completion of the work to be performed as provided in Section III (Work to Be Performed) shall satisfy the requirements of this CAFO; but shall not in any case affect the right of the EPA or the United States to pursue an appropriate penalty action, other applicable equitable relief, or criminal sanctions for any violations of law.
20. Any violation of this CAFO may result in a civil penalty for each day of continued noncompliance with the CAFO and/or the suspension or revocation of any federal or state permit issued to the violator, as provided in Section 3008(c) of the Act, 42 U.S.C § 6928(c).
21. Nothing in this CAFO shall relieve Respondent of the duty to comply with all applicable provisions of the 2016 Order, RCRA, 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, except as expressly provided herein.
22. 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 as provided under RCRA.
23. The terms, conditions, and compliance requirements of this CAFO may not be modified or amended except upon the written agreement of the Parties, and approval of the Regional Judicial Officer, except that the Regional Judicial Officer need not approve written amendments made by the Regional Administrator to the Agreement (including amendments to the Trust Funding Schedule), which amendments shall become incorporated into this CAFO.
24. The provisions of this CAFO shall apply to and be binding upon Respondent and its successors and assigns. Respondent shall direct its officers, directors, employees, agents, trustees, and authorized representatives to comply with the provisions of this CAFO, as appropriate.
25. Any change in the legal status of Respondent, or change in ownership, partnership, corporate or legal status relating to the Facility, will not in any way alter Respondent's obligations and responsibilities under this CAFO.
26. By signing this CAFO, Respondent acknowledges that this CAFO will be available to the public and agrees that this CAFO does not contain any confidential business information or personally identifiable information.
27. By signing this CAFO, Complainant and the undersigned representative of Respondent each certify that one is fully authorized to execute and enter into the terms and conditions of this CAFO and has the legal capacity to bind the party one represents to this CAFO.

28. By signing this CAFO, both Parties agree that each party's obligations under this CAFO constitute sufficient consideration for the other party's obligations.
29. By signing this CAFO, Respondent certifies that the information it has supplied concerning this matter was at the time of submission, and continues to be, 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.
30. The EPA also reserves the right to revoke this CAFO if and to the extent that the EPA finds, after signing this CAFO, that any information provided by Respondent was materially false or inaccurate at the time such information was provided to the EPA. If such false or inaccurate material was provided, 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.
31. Unless specifically stated otherwise in this CAFO, each party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding.
32. It is the intent of the Parties that the provisions of this CAFO are severable. If any provision or authority of this CAFO or the application of this CAFO to any party or circumstances is held by any judicial or administrative authority to be invalid or unenforceable, the application of such provisions to other parties or circumstances and the remainder of the CAFO shall remain in force and shall not be affected thereby.
33. For purposes of the identification requirement of Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), and 26 C.F.R. § 1.162-21(b)(2), performance of Section III (Work to be Performed), is restitution, remediation, or required to come into compliance with the law.

V. EFFECTIVE DATE

34. This CAFO shall become effective after execution of the Final Order by the Regional Judicial Officer, on the date of filing with the Regional Hearing Clerk.

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Complainant and Respondent will Each Sign on Separate Pages.]

The foregoing Consent Agreement In the Matter of Bluestone Coke, LLC, Docket No. RCRA-04-2023-2106, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:



Feb. 5, 2025

Signature

Date

Printed Name:

Stephen W. Ball

Title:

Executive VP & General Counsel

Address:

302 S. Roanoke, VA 24011

The foregoing Consent Agreement In the Matter of Bluestone Coke, LLC, Docket No. RCRA-04-2023-2106, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR COMPLAINANT:

Keriema S. Newman, Director
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 4

APPENDIX A

TRUST AGREEMENT

This Trust Agreement, the "Agreement," entered into as of December 17, 2024 by and between Bluestone Resources, Inc. a Virginia corporation, the "Grantor," and Wintrust Private Trust Company, N.A., the "Trustee."

RECITALS

Whereas, the United States Environmental Protection Agency, "EPA," an agency of the United States Government, has established certain regulations applicable to the Grantor, requiring that an owner or operator of a hazardous waste management facility shall provide assurance that funds will be available when needed for corrective action of the facility,

Whereas, the Grantor has elected to establish a trust to provide all or part of such financial assurance for the facilities identified herein,

Whereas, the Grantor, acting through its duly authorized officers, has selected the Trustee to be the trustee under this agreement, and the Trustee is willing to act as trustee,

Now, Therefore, the Grantor and the Trustee agree as follows:

Section 1. Definitions. As used in this Agreement:

- (a) The term "Grantor" means the owner or operator who enters into this Agreement and any successors or assigns of the Grantor.
- (b) The term "Trustee" means the Trustee who enters into this Agreement and any successor Trustee.

Section 2. Identification of Facilities and Cost Estimates. This Agreement pertains to the facilities and cost estimates identified on attached **Schedule A**.

Section 3. Establishment of Fund. The Grantor and the Trustee hereby establish a trust fund, the "Fund," for the benefit of EPA. The Grantor and the Trustee intend that no third party have access to the Fund except as herein provided. The Fund is established initially as consisting of the property, which is acceptable to the Trustee, described in **Schedule B** attached hereto. Such property and any other property subsequently transferred to the Trustee is referred to as the Fund, together with all earnings and profits thereon, less any payments or distributions made by the Trustee pursuant to this Agreement. The Fund shall be held by the Trustee, IN TRUST, as hereinafter provided. The Trustee shall not be responsible nor shall it undertake any responsibility for the amount or adequacy of, nor any duty to collect from the Grantor, any payments necessary to discharge any liabilities of the Grantor established by EPA.

Section 4. Annual Inflation Adjustment. An annual adjustment for inflation is required and shall be calculated and paid into the trust account every December by using an inflation factor derived from the most recent Implicit Price Deflator for Gross Domestic Product published by the U.S. Department of Commerce in its U.S. Bureau of Economic Analysis Table 1.1.9.

“Implicit Price Deflators for Gross Domestic Product.” The inflation factor is the result of dividing the latest published annual Deflator by the Deflator for the previous year.

The first adjustment is made by multiplying the corrective action cost estimate by the inflation factor. The result is the adjusted corrective action cost estimate. Subsequent adjustments are made by multiplying the latest adjusted corrective action cost estimate by the latest inflation factor.

Section 5. Payment for Corrective Action. The Trustee shall make payments from the Fund as the EPA Regional Administrator shall direct, in writing, to provide for the payment of the costs of corrective action of the facilities covered by this Agreement. The Trustee shall reimburse the Grantor or other persons as specified by the EPA Regional Administrator from the Fund for corrective action expenditures in such amounts as the EPA Regional Administrator shall direct in writing. In addition, the Trustee shall refund to the Grantor such amounts as the EPA Regional Administrator specifies in writing. Upon refund, such funds shall no longer constitute part of the Fund as defined herein.

Section 6. Payments Comprising the Fund. Payments made to the Trustee for the Fund shall consist of cash or securities acceptable to the Trustee.

Section 7. Trustee Management. The Trustee shall invest and reinvest the principal and income of the Fund and keep the Fund invested as a single fund, without distinction between principal and income, in accordance with general investment policies and guidelines which the Grantor may communicate in writing to the Trustee from time to time, subject, however, to the provisions of this section. In investing, reinvesting, exchanging, selling, and managing the Fund, the Trustee shall discharge his duties with respect to the trust fund solely in the interest of the beneficiary and with the care, skill, prudence, and diligence under the circumstances then prevailing which persons of prudence, acting in a like capacity and familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims; *except that*:

- (i) Securities or other obligations of the Grantor, or any other owner or operator of the facilities, or any of their affiliates as defined in the Investment Company Act of 1940, as amended, 15 U.S.C. 80a-2.(a), shall not be acquired or held, unless they are securities or other obligations of the Federal or a State government;
- (ii) The Trustee is authorized to invest the Fund in time or demand deposits of the Trustee, to the extent insured by an agency of the Federal or State government; and
- (iii) The Trustee is authorized to hold cash awaiting investment or distribution uninvested for a reasonable time and without liability for the payment of interest thereon.

Section 8. Commingling and Investment. The Trustee is expressly authorized in its discretion:

- (a) To transfer from time to time any or all of the assets of the Fund to any common, commingled, or collective trust fund created by the Trustee in which the Fund is eligible to participate, subject to all of the provisions thereof, to be commingled with the assets of other trusts participating therein; and
- (b) To purchase shares in any investment company registered under the Investment Company Act of 1940, 15 U.S.C. 80a-1 et seq., including one which may be created, managed,

underwritten, or to which investment advice is rendered or the shares of which are sold by the Trustee. The Trustee may vote such shares in its discretion.

Section 9. Express Powers of Trustee. Without in any way limiting the powers and discretions conferred upon the Trustee by the other provisions of this Agreement or by law, the Trustee is expressly authorized and empowered:

- (a) To sell, exchange, convey, transfer, or otherwise dispose of any property held by it, by public or private sale. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity or expediency of any such sale or other disposition;
- (b) To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;
- (c) To register any securities held in the Fund in its own name or in the name of a nominee and to hold any security in bearer form or in book entry, or to combine certificates representing such securities with certificates of the same issue held by the Trustee in other fiduciary capacities, or to deposit or arrange for the deposit of such securities in a qualified central depository even though, when so deposited, such securities may be merged and held in bulk in the name of the nominee of such depository with other securities deposited therein by another person, or to deposit or arrange for the deposit of any securities issued by the United States Government, or any agency or instrumentality thereof, with a Federal Reserve bank, but the books and records of the Trustee shall at all times show that all such securities are part of the Fund;
- (d) To deposit any cash in the Fund in interest-bearing accounts maintained or savings certificates issued by the Trustee, in its separate corporate capacity, or in any other banking institution affiliated with the Trustee, to the extent insured by an agency of the Federal or State government; and
- (e) To compromise or otherwise adjust all claims in favor of or against the Fund.

Section 10. Taxes and Expenses. All taxes of any kind that may be assessed or levied against or in respect of the Fund and all brokerage commissions incurred by the Fund shall be paid from the Fund. All other expenses incurred by the Trustee in connection with the administration of this Trust, including fees for legal services rendered to the Trustee, the compensation of the Trustee to the extent not paid directly by the Grantor, and all other proper charges and disbursements of the Trustee shall be paid from the Fund.

Section 11. Annual Valuation. The Trustee shall annually, at least 30 days prior to the anniversary date of establishment of the Fund, furnish to the Grantor and to the appropriate EPA Regional Administrator a statement confirming the value of the Trust. Any securities in the Fund shall be valued at market value as of no more than 60 days prior to the anniversary date of establishment of the Fund. The failure of the Grantor to object in writing to the Trustee within 90 days after the statement has been furnished to the Grantor and the EPA Regional Administrator shall constitute a conclusively binding assent by the Grantor, barring the Grantor from asserting any claim or liability against the Trustee with respect to matters disclosed in the statement.

Section 12. Advice of Counsel. The Trustee may from time to time consult with counsel, who may be counsel to the Grantor, with respect to any question arising as to the construction of this Agreement or any action to be taken hereunder. The Trustee shall be fully protected, to the extent permitted by law, in acting upon the advice of counsel.

Section 13. Trustee Compensation. The Trustee shall be entitled to reasonable compensation for its services as agreed upon in writing from time to time with the Grantor.

Section 14. Successor Trustee. The Trustee may resign or the Grantor may replace the Trustee, but such resignation or replacement shall not be effective until the Grantor has appointed a successor trustee and this successor accepts the appointment. The successor trustee shall have the same powers and duties as those conferred upon the Trustee hereunder. Upon the successor trustee's acceptance of the appointment, the Trustee shall assign, transfer, and pay over to the successor trustee the funds and properties then constituting the Fund. If for any reason the Grantor cannot or does not act in the event of the resignation of the Trustee, the Trustee may apply to a court of competent jurisdiction for the appointment of a successor trustee or for instructions. The successor trustee shall specify the date on which it assumes administration of the trust in a writing sent to the Grantor, the EPA Regional Administrator, and the present Trustee by certified mail 10 days before such change becomes effective. Any expenses incurred by the Trustee as a result of any of the acts contemplated by this Section shall be paid as provided in Section 9.

Section 15. Instructions to the Trustee. All orders, requests, and instructions by the Grantor to the Trustee shall be in writing, signed by such persons as are designated in the attached Exhibit A or such other designees as the Grantor may designate by amendment to Exhibit A. The Trustee shall be fully protected in acting without inquiry in accordance with the Grantor's orders, requests, and instructions. All orders, requests, and instructions by the EPA Regional Administrator to the Trustee shall be in writing, signed by the EPA Regional Administrator(s), from the EPA Regional office for Region 4, or their designees, which address and telephone number is as follows:

U.S. EPA Region 4
Attn: RCRA Financial Assurance Specialist
61 Forsyth Street, SW
Atlanta, GA 30303
Phone: 404-562-8738

Trustee shall act and shall be fully protected in acting in accordance with such orders, requests, and instructions. The Trustee shall have the right to assume, in the absence of written notice to the contrary, that no event constituting a change or a termination of the authority of any person to act on behalf of the Grantor or EPA hereunder has occurred. The Trustee shall have no duty to act in the absence of such orders, requests, and instructions from the Grantor and/or EPA, except as provided for herein.

Section 16. Notice of Nonpayment. The Trustee shall notify the Grantor and the appropriate EPA Regional Administrator, by certified mail if Grantor fails to make any payment set forth

in Schedule B. After the pay-in period is completed, the Trustee shall not be required to send a notice of nonpayment.

Section 17. Amendment of Agreement. This Agreement may be amended by an instrument in writing executed by the Grantor, the Trustee, and the appropriate EPA Regional Administrator, or by the Trustee and the appropriate EPA Regional Administrator if the Grantor ceases to exist.

Section 18. Irrevocability and Termination. Subject to the right of the parties to amend this Agreement as provided in Section 16, this Trust shall be irrevocable and shall continue until terminated at the written agreement of the Grantor, the Trustee, and the EPA Regional Administrator, or by the Trustee and the EPA Regional Administrator, if the Grantor ceases to exist. Upon termination of the Trust, all remaining trust property, less final trust administration expenses, shall be delivered to the Grantor.

Section 19. Immunity and Indemnification. The Trustee shall not incur personal liability of any nature in connection with any act or omission, made in good faith, in the administration of this Trust, or in carrying out any directions by the Grantor or the EPA Regional Administrator issued in accordance with this Agreement. The Trustee shall be indemnified and saved harmless by the Grantor or from the Trust Fund, or both, from and against any personal liability to which the Trustee may be subjected by reason of any act or conduct in its official capacity, including all expenses reasonably incurred in its defense in the event the Grantor fails to provide such defense.

Section 20. Choice of Law. This Agreement shall be administered, construed, and enforced according to the laws of the State of Michigan.

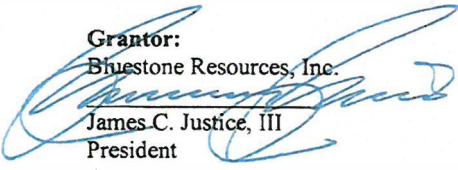
Section 21. Interpretation. As used in this Agreement, words in the singular include the plural and words in the plural include the singular. The descriptive headings for each Section of this Agreement shall not affect the interpretation or the legal efficacy of this Agreement.

[signatures appear on the following pages]

In Witness Whereof the parties have caused this Agreement to be executed by their respective officers duly authorized and their corporate seals to be hereunto affixed and attested as of the date first above written: The parties below certify that the wording of this Agreement is identical to the wording specified in 40 CFR 264.151(a)(1) as such regulations were constituted on the date first above written.

Grantor:

Bluestone Resources, Inc.


James C. Justice, III

President

Attest:

[Seal]

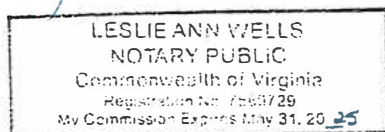
State of

County of

- 1) On this day, James C. Justice, III before me personally came [owner or operator] to me known, who, being by me duly sworn, did depose and say that she/he resides at [address], that she/he is President of Bluestone Resources, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

Signature of Notary Public





Trustee:

Wintrust Private Trust Company, N.A.


John W. Simonds

Title: SVP and Trust Officer

Attest:

Seal

State of MI

County of Ottawa

- 2) On this day, 12/17/2024, before me personally came John W. Simonds to me known, who, being by me duly sworn, did depose and say that she/he resides at 141 E 8th St., Holland, MI 49423, that he is SVP and Trust Officer of Wintrust Private Trust Company, N.A., the corporation described in and which executed the above instrument; that she/he knows the seal of said corporation; that the seal affixed to such instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she/he signed her/his name thereto by like order.

Signature of Notary Public



JESSICA JENKINS
Notary Public, State of Michigan
County of Kent
My Commission Expires 1-8-28
Acting in the County of Ottawa

Exhibit A

Grantor-Designated Individuals Authorized for Orders, Requests, and Instructions

James C. Justice III-President
jcj3@bluestoneindustries.com
Fax: 540-301-5550
Phone: 540-776-7890
Address: 302 S. Jefferson Street, Roanoke, Virginia 24011

Tommy D. Lusk- Chief Operating Officer
tom.lusk@southerncoalcorp.com
Fax: 540-301-5550
Phone: 304-252-1074
Physical Address: 216 Lake Drive, Daniels, WV 25832
Mailing Address: P.O. Box 2178, Beaver, WV 25813

Stephen W. Ball-General Counsel
steve.ball@bluestoneindustries.com
Fax: 540-301-5919
Phone: 540-776-7890
Address: 302 S. Jefferson Street, Roanoke, Virginia 24011

Schedule A

Facility and Cost Estimates

Bluestone Coke, LLC
3500 35th Avenue North, Birmingham, Alabama 35207

USEPA ID No. ALD 000 828 848

- SMA 5 (Pig Iron Foundry) - \$121,294.80
- SMA 4 (Former Chemical Plant) - \$4,043,516.41

Schedule B

Trust Funding Schedule

The Grantor shall fund the Trust pursuant to the following schedule:

2024-2025:	
December 31, 2024	\$350,000.00
January 31, 2025	\$25,000.00
February 28, 2025	\$25,000.00
March 31, 2025	\$25,000.00
April 30, 2025	\$25,000.00
May 30, 2025	\$25,000.00
June 30, 2025	\$25,000.00
July 31, 2025	\$350,000.00
August 29, 2025	\$25,000.00
September 30, 2025	\$25,000.00
October 31, 2025	\$25,000.00
November 28, 2025	\$275,000.00
TOTAL:	\$1,200,000.00

2025-2026:	
December 31, 2025	\$25,000.00*
January 30, 2026	\$25,000.00
February 27, 2026	\$250,000.00
March 31, 2026	\$25,000.00
April 30, 2026	\$25,000.00
May 29, 2026	\$250,000.00
June 30, 2026	\$30,000.00
July 31, 2026	\$30,000.00
August 31, 2026	\$250,000.00
September 30, 2026	\$30,000.00
October 30, 2026	\$30,000.00
November 30, 2026	\$250,000.00
TOTAL:	\$2,420,000.00

2026-2027:	
December 31, 2026	\$50,000.00*
January 29, 2027	\$50,000.00
February 26, 2027	\$300,000.00
March 31, 2027	\$75,000.00
April 30, 2027	\$75,000.00
May 31, 2027	\$300,000.00
June 30, 2027	\$50,000.00

July 30, 2027	\$50,000.00
August 31, 2027	\$250,000.00
September 30, 2027	\$50,000.00
October 29, 2027	\$100,000.00
November 30, 2027	\$250,000.00
TOTAL:	\$3,720,000.00

2027-2028:	
December 31, 2027	\$150000.00*
January 31, 2028	\$150000.00
February 29, 2028	\$150,000.00
March 31, 2028	\$150,000.00
April 28, 2028	\$250,000.00
May 31, 2028	\$269,811.00
TOTAL:	\$4,839,811.00

* The annual inflation adjustment required in Section 4, will be added to this payment.

The Trust will continue to be funded by Grantor until the Trust contains sufficient funds to secure Grantor's financial assurance obligations related to the Facilities or Grantor transfers ownership of the Facilities to a third-party, which the EPA accepts and authorizes to provide of adequate financial assurance to the EPA, in place of Grantor.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

In the Matter of:

Bluestone Coke, LLC
3500 35th Avenue North,
Birmingham, Alabama 35207
EPA ID No. **ALD 000 828 848**

Respondent.

Docket No. RCRA-04-2023-2106

Proceeding Under Section 3008(a) of
The Resource Conservation and
Recovery Act, 42 U.S.C. § 6928(a)

FINAL ORDER

The Regional Judicial Officer is authorized to ratify this Consent Agreement which memorializes a settlement between Complainant and Respondent. 40 C.F.R. §§ 22.4(b) and 22.18(b)(3). The foregoing Consent Agreement is, therefore, hereby approved, ratified, and incorporated by reference into this Final Order in accordance with 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.

The Respondent is hereby ORDERED to comply with all of the terms of the foregoing Consent Agreement effective immediately upon filing of this Consent Agreement and Final Order with the Regional Hearing Clerk. This Final Order disposes of this matter pursuant to 40 C.F.R. §§ 22.18 and 22.31.

BEING AGREED, IT IS SO ORDERED.

Tanya Floyd
Regional Judicial Officer

CERTIFICATE OF SERVICE

I certify that the foregoing Consent Agreement and Final Order, In the Matter of Bluestone Coke, LLC, Docket No. RCRA-04-2023-2106, were filed and copies of the same were emailed to the Parties as indicated below.

Via email to all Parties at the following email addresses:

To Respondent: James V. Seal
Of Counsel
Bluestone Resources, Inc.
james.seal@bluestone-coal.com
(540) 759-2621

Ron Hatfield
Of Counsel
Bluestone Resources, Inc.
ron.hatfield@bluestone-coal.com
(540) 759-2621

To Complainant: Corey Hendrix
Financial Assurance Specialist
Land, Chemical and Redevelopment Division
hendrix.corey@epa.gov
(404) 562-8738

Joan Redleaf Durbin
Senior Attorney
Office of Regional Counsel
redleaf-durbin.joan@epa.gov
(404) 562-9544

Brooke York
RCRA Enforcement Technical Advisor
Enforcement and Compliance Assurance Division
york.brooke@epa.gov
(404) 562-8025

Shannon L. Richardson
Regional Hearing Clerk
R4_Regional_Hearing_Clerk@epa.gov