

24. If U.S. EPA exercises option b. above, Essroc may object in writing to the deficiency notice within 10 days of receiving the notice. The parties will have 30 days from U.S. EPA's receipt of Essroc's objection to reach an agreement. If the parties cannot reach an agreement, U.S. EPA will give Essroc a written decision on its objection. Essroc will comply with any requirements that U.S. EPA imposes in its decision. If Essroc does not complete the SEP as required by U.S. EPA's decision, Essroc will pay stipulated penalties to the United States under paragraph 25, below.

25. If Essroc violates any requirement of this CAFO relating to the SEP, Essroc must pay stipulated penalties to the United States as follows:

- a. Except as provided in subparagraph b, below, if Essroc did not complete the SEP according to this CAFO, Essroc must pay a stipulated penalty of \$20,625.
- b. If Essroc did not complete the SEP, but U.S. EPA determines that Essroc: (i) made good faith and timely efforts to complete the SEP; and (ii) certified, with supporting documents, that it spent at least 75 percent of the required amount to engineer, purchase and install the SEP, Essroc will not be liable for any stipulated penalty.
- c. If Essroc satisfactorily completed the SEP, but spent less than 75 percent of the required amount on the engineering, purchase and installation of the SEP, Essroc must pay a stipulated penalty of \$2,750.
- d. If Essroc failed to submit timely the SEP completion report required by paragraph 20, above, Essroc must pay a stipulated penalty of \$275 for each day after the report was due until it submits the report.

26. U.S. EPA's determinations of whether Essroc satisfactorily completed the SEP and whether it made good faith, timely efforts to complete the SEP will bind Essroc.

27. Essroc must pay any stipulated penalties within 15 days of receiving U.S. EPA's written demand for the penalties. Essroc will use the method of payment specified in paragraphs 10-12, above, and will pay interest, handling charges, and nonpayment penalties on any overdue amounts.

28. Any statement that Essroc makes publicizing the SEP must include the following or substantially equivalent language: "Essroc undertook this project under the settlement of the United States Environmental Protection Agency's enforcement action against Essroc for alleged violations of the Indiana SIP."

29. If an event occurs which causes or may cause a delay in completing the SEP as required by this CAFO:

a. Essroc must notify U.S. EPA in writing within 10 days after learning of an event which caused or may cause a delay in completing the SEP. The notice must describe the anticipated length of the delay, its cause(s), Essroc's past and proposed actions to prevent or minimize the delay, and a schedule to carry out those actions. Essroc must take all reasonable actions to avoid or minimize any delay. If Essroc fails to notify U.S. EPA according to this paragraph, Essroc will not receive an extension of time to complete the SEP.

b. If the parties agree that circumstances beyond the control of Essroc caused or may cause a delay in completing the SEP, the parties will stipulate to an extension of time no longer than the period of delay.

c. If U.S. EPA does not agree that circumstances beyond the control of Essroc caused or may cause a delay in completing the SEP, U.S. EPA will notify Essroc in writing of its decision and any delays in completing the SEP will not be excused.

d. Essroc has the burden of proving that circumstances beyond its control caused or may cause a delay in completing the SEP. Increased costs for completing the SEP will not be a basis for an extension of time under subparagraph b, above. Delay in achieving an interim step will not necessarily justify or excuse delay in achieving subsequent steps.

General Provisions

30. This CAFO settles U.S. EPA's claims for civil penalties for the violations alleged in the complaint.

31. Nothing in this CAFO restricts U.S. EPA's authority to seek Essroc's compliance with the Act and other applicable laws and regulations.

32. This CAFO does not affect Essroc's responsibility to comply with the Act and other applicable federal, state and local laws, and regulations.

33. This CAFO constitutes an "enforcement response" as that term is used in "U.S. EPA's Clean Air Act Stationary Source Civil Penalty Policy" to determine Essroc's "full compliance history" under Section 113(e) of the Act, 42 U.S.C. § 7413(e).

34. The terms of this CAFO bind U.S. EPA, Essroc, and its successors, and assigns.

35. Each person signing this consent agreement certifies that he or she has the authority to sign this consent agreement

for the party whom he or she represents and to bind that party to its terms.

36. Each party agrees to bear its own costs and fees in this action.

37. This CAFO constitutes the entire agreement between the parties.

**U.S. Environmental Protection
Agency, Complainant**

Date: 10-5-00

By: _____



Bharat Mathur, Director
Air and Radiation Division
U.S. Environmental Protection
Agency, Region 5 (A-18J)

Essroc Cement Corp., Respondent

Date: OCTOBER 2nd, 2000

By: _____



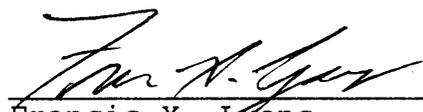
CONSENT AGREEMENT AND FINAL ORDER
Essroc Cement Corp.
Docket No. CAA-5-00-003

Final Order

It is ordered as agreed to by the parties and as stated in the consent agreement, effective immediately upon filing of this CAFO with the Regional Hearing Clerk.

Date:

10/6/00



Francis X. Lyons
Regional Administrator
U.S. Environmental Protection
Agency, Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604-3590

In the Matter of Essroc Cement Corporation
Docket No: CAA-5-00-003

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REGISTRATION

'00 OCT 11 AM 11:15

CERTIFICATE OF FILING AND MAILING

I, Betty Williams, do hereby certify that the original of the foregoing Consent Agreement and Final Order was hand delivered to the Regional Hearing Clerk, Region 5, U.S. Environmental Protection Agency, 77 West Jackson Boulevard, Chicago, Illinois 60604 and that correct copies, were mailed first-class, postage prepaid, certified mail, return receipt requested, to the Respondent's Counsel by placing it in the custody of the United States Postal Service addressed as follows:

Marcie Horowitz
Barnes & Thornberg
11 South Meridian Street
Indianapolis, Indiana 46204

I also certify that a copy of the Consent Agreement and Final Order was sent by First Class Mail to:

David McIver, Chief
Office of Enforcement
Indiana Department of Environmental Management
Indianapolis, Indiana 46206-6015

Brian K. Graf
Senior Environmental Manager
Essroc Cement Company
State Road 25 South
3084 West C.R. 225 South
Logansport, Indiana 46947

on the 11th Day of October, 2000.



Betty Williams, Secretary
AECAS (IL/IN)

FEDERAL EXPRESS RECEIPT NUMBER: P140 895 522