

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
 REGION 7
 11201 RENNER BOULEVARD
 LENEXA, KANSAS 66219**

BEFORE THE ADMINISTRATOR

IN THE MATTER OF)
)
Buckeye International, Inc.,)
) **Docket No. EPCRA-07-2023-0126**
Respondent.)
)

Proceeding under Section 325(c) of the
 Emergency Planning and Community
 Right-to-Know Act, 42 U.S.C. § 11045(c)

CONSENT AGREEMENT AND FINAL ORDER

Preliminary Statement

1. The United States Environmental Protection Agency, Region 7 (EPA or Complainant) and Buckeye International, Inc. (Respondent) have agreed to a settlement of this action before filing of a complaint, and thus this action is simultaneously commenced and concluded pursuant to Rules 22.13(b) and 22.18(b)(2) of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (Consolidated Rules), 40 C.F.R. §§ 22.13(b) and 22.18(b)(2).

Jurisdiction

2. This proceeding is an administrative action for the assessment of civil penalties pursuant to Section 325(c) of the Emergency Planning and Community Right-to-Know Act (EPCRA), 42 U.S.C. § 11045(c).

3. This Consent Agreement and Final Order serves as notice that EPA alleges that Respondent has violated the reporting requirements of Section 313 of EPCRA, 42 U.S.C. § 11023, and the regulations promulgated thereunder.

Parties

4. Complainant, by delegation from the Administrator of EPA and the Regional Administrator of Region 7, is the Director of the Enforcement and Compliance Assurance Division, Region 7.

5. Respondent is Buckeye International, Inc., a company registered and authorized to do business in the State of Missouri. Respondent owns and operates a cleaning and

maintenance products manufacturing facility at 2700 Wagner Pl., Maryland Heights, St Louis, Missouri (“Respondent’s facility”).

Statutory and Regulatory Requirements

6. The Emergency Planning and Community Right-to-Know Act of 1986 was created to help communities plan for chemical emergencies. It requires industry to report on the storage, use and release of hazardous substances to federal, state, and local governments. EPCRA requires state and local governments and Indian tribes to use this information to prepare for and protect their communities from potential risks.

7. Section 313 of EPCRA, 42 U.S.C. § 11023, and 40 C.F.R. §§ 372.22 and 372.30 require the owner or operator of a facility that:

- a. has ten or more full-time employees;
- b. is an establishment with a primary Standard Industrial Code (SIC) major group or industry code listed in 40 C.F.R. § 372.23(a) or a primary North American Industry Classification System (NAICS) subsector or industry code listed in 40 C.F.R. §§ 372.23(b) or (c); and
- c. “manufactured, processed, or otherwise used” a toxic chemical listed under Section 313(c) of EPCRA, 42 U.S.C. § 11023(c), and 40 C.F.R. § 372.65, in excess of the threshold quantity established under Section 313(f) of EPCRA, 42 U.S.C. § 11023(f), and 40 C.F.R. §§ 372.25, 372.27 or 372.28, during the calendar year
- d. to complete and submit a toxic chemical release inventory Form R to the Administrator of EPA and to the State in which the subject facility is located by July 1, for the preceding calendar year, for each toxic chemical known by the owner or operator to be manufactured (including imported), processed, or otherwise used at the facility.

8. According to Section 313(f) of EPCRA, 42 U.S.C. § 11023(f), and 40 C.F.R. § 372.25, the threshold amount for reporting under Section 313(b) of EPCRA, 42 U.S.C. § 11023(b), and 40 C.F.R. § 372.30 is 25,000 pounds for any toxic chemical “manufactured or processed” and 10,000 pounds for any toxic chemical “otherwise used” for the applicable calendar year. Alternative reporting thresholds for certain other chemicals are set forth in 40 C.F.R. §§ 372.27 and 372.28.

9. Section 325(c) of EPCRA, 42 U.S.C. § 11045(c), states that the Administrator may issue an administrative order against any person assessing a civil administrative penalty of up to \$25,000 per day of violation, if, on the basis of any available information, the Administrator finds that such person has violated or is violating any requirement or prohibition of Section 313, 42 U.S.C. § 11023. The Debt Collection Improvement Act of 1996, 31 U.S.C. § 3701, as amended, and the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015, 28 U.S.C. § 2461, and implementing regulations at 40 C.F.R. Part 19, increased these

statutory maximum penalties to \$67,544 for violations that occur after November 2, 2015, and for which penalties are assessed on or after January 6, 2023.

Definitions

10. The term “facility” means “all buildings, equipment, structures, and other stationary items which are located on a single site or on contiguous or adjacent sites and which are owned or operated by the same person (or by any person which controls, is controlled by, or under common control with such person). A facility may contain more than one establishment.” Section 329(4) of EPCRA, 42 U.S.C. § 11049(4), and 40 C.F.R. § 372.3.

11. The term “person” means any individual, trust, firm, joint stock company, corporation (including a government corporation), partnership, association, State, municipality, commission, political subdivision of a State, or interstate body. Section 329(7) of EPCRA, 42 U.S.C. § 11049(7).

12. The term “full-time employees” means “2,000 hours per year of full-time equivalent employment. A facility would calculate the number of full-time employees by totaling the hours worked during the calendar year by all employees, including contract employees, and dividing that total by 2,000 hours.” 40 C.F.R. § 372.3.

13. The term “toxic chemical” means a “chemical or chemical category listed in 40 C.F.R. § 372.65.” 40 C.F.R. § 372.3.

14. The term “manufacture” means “to produce, prepare, import or compound a toxic chemical. Manufacture also applies to a toxic chemical that is produced coincidentally during the manufacture, processing, use or disposal of another chemical or mixture of chemicals, including a toxic chemical that is separated from that other chemical or mixture of chemicals as a byproduct, and a toxic chemical that remains in that other chemical mixture of chemicals as an impurity.” 40 C.F.R. § 372.3.

15. The term “process” means “the preparation of a toxic chemical, after its manufacture, for distribution in commerce: (1) in the same form or physical state as, or in a different form or physical state from, that in which it was received by the person so preparing such substance; or (2) as part of an article containing the toxic chemical. Process also applies to the processing of a toxic chemical contained in a mixture or trade name product.” 40 C.F.R. § 372.3.

16. The term “otherwise use” means “any use of a toxic chemical, including a toxic chemical contained in a mixture or other trade name product or waste, that is not covered by the terms ‘manufacture’ or ‘process.’ Otherwise use of a toxic chemical does not include disposal, stabilization (without subsequent distribution in commerce), or treatment for destruction unless: (1) the toxic chemical that was disposed, stabilized, or treated for destruction was received from off-site for the purposes of further waste management; or (2) the toxic chemical that was disposed, stabilized, or treated for destruction was manufactured as a result of waste management activities on materials received from off-site for the purposes of further waste management activities. Relabeling or redistributing of the toxic chemical where no repackaging

of the toxic chemical occurs does not constitute otherwise use or processing of the toxic chemical.” 40 C.F.R. § 372.3.

Factual Allegations

17. Respondent is, and at all times referred to herein was, a “person” as defined by Section 329(7) of EPCRA, 42 U.S.C. § 11049(7).

18. Respondent owns and operates a facility that manufactures cleaning materials at 2700 Wagner Place, in Maryland Heights, Missouri (Respondent’s Facility).

19. Respondent’s facility is a “facility” as that term is defined by Section 329(4) of EPCRA, 42 U.S.C. § 11049(4), and by 40 C.F.R. § 372.3.

20. At all times relevant herein, Respondent’s Facility had ten or more “full-time employees” pursuant to Section 313(b)(1)(A) of EPCRA, 42 U.S.C. § 11023(b)(1)(A), and as defined by 40 C.F.R. § 372.3.

21. Respondent’s facility is classified as NAICS Code 325612- Polish and Other Sanitation Good Manufacturing, NAICS Code 323111- Commercial Printing (except screen and books), and NAICS Code 325611- Soap and Other Detergent Manufacturing, which are listed in listed in 40 C.F.R. §§ 372.23(b) or (c).

22. Nonylphenol ethoxylates is a listed chemical pursuant to 40 C.F.R. § 372.65 and therefore is a “toxic chemical” within the meaning of 40 C.F.R. § 372.3.

23. During reporting years 2019 and 2020, the toxic chemical identified in Paragraph 22 was “manufactured, processed, or otherwise used,” as those terms are defined by 40 C.F.R. § 372.3, at Respondent’s facility.

24. On November 12, 2021, EPA transmitted an information request letter to Respondent, seeking information about Respondent’s compliance with Toxics Release Inventory reporting requirements. Respondent provided a response on January 10, 2022.

Alleged Violations

25. Complainant hereby states and alleges that Respondent has violated EPCRA and federal regulations promulgated thereunder, as follows:

Counts 1 and 2

26. Paragraphs 17 through 24 are incorporated by reference as if fully set forth herein.

27. Pursuant to Section 313(f) of EPCRA, 42 U.S.C. § 11023(f), and 40 C.F.R. § 372.25, the threshold reporting quantity for manufacturing or processing nonylphenol ethoxylates is 25,000 pounds, and the threshold reporting quantity for otherwise using nonylphenol ethoxylates is 10,000 pounds.

28. The toxic chemical nonylphenol ethoxylates was manufactured, processed, and/or otherwise used at Respondent's facility in excess of the applicable threshold quantities during calendar years 2019 and 2020.

29. Respondent failed to file a Form R report for nonylphenol ethoxylates with the Administrator of EPA and the State of Missouri by the July 1 deadline of the following year for each of the years 2019 and 2020.

- a. A Form R report for the calendar year 2019 for nonylphenol ethoxylates was due on July 1, 2020. Respondent filed the Form R report for nonylphenol ethoxylates for the calendar year 2019 on or about February 11, 2022.
- b. A Form R report for the calendar year 2020 for nonylphenol ethoxylates was due on July 1, 2021. Respondent filed the Form R report for nonylphenol ethoxylates for the calendar year 2020 on or about February 11, 2022.

30. Each failure to timely submit a Form R report for nonylphenol ethoxylates is a violation of Section 313(a) of EPCRA, 42 U.S.C. § 11023(a), and 40 C.F.R. § 372.30.

31. Pursuant to Section 325(c) of EPCRA, 42 U.S.C. § 11045(c), it is proposed that a civil penalty be assessed against Respondent for the violations of EPCRA identified above, the amount of which is set forth below.

CONSENT AGREEMENT

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

- a. Admits the jurisdictional allegations set forth herein;
- b. Neither admits nor denies the specific factual allegations stated herein;
- c. Consents to the assessment of a civil penalty, as stated herein;
- d. Consents to the issuance of any specified compliance or corrective action order;
- e. Consents to any conditions specified herein;
- f. Consents to any stated Permit Action;
- g. Waives any right to contest the allegations set forth herein; and
- h. Waives its rights to appeal the Final Order accompanying this Consent Agreement.

33. Respondent consents to the issuance of this Consent Agreement Final Order and agrees to comply with the terms of this Consent Agreement and Final Order and to completion of the SEP described below.

34. Respondent and EPA agree to conciliate this matter without the necessity of a formal hearing and to bear their respective costs and attorneys' fees.

35. The parties consent to service of this Consent Agreement and Final Order electronically at the following e-mail addresses: centracchio.francesca@epa.gov (for Complainant) and thor.ketzback@bclplaw.com (for Respondent). Respondent understands that the Consent Agreement and Final Order will become publicly available upon filing.

Penalty Payment

36. Respondent agrees that, in settlement of the claims alleged herein, Respondent shall pay a civil penalty of Thirty-Nine Thousand Sixty-Eight Dollars (\$39,068.00).

37. Respondent shall pay the penalty within thirty (30) days of the effective date of this Consent Agreement and Final Order. Such payment shall identify Respondent by name and docket number and shall be by cashiers or certified check made payable to the "United States Treasury" and remitted to:

U.S. Environmental Protection Agency, Region 7
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979078
St. Louis, Missouri 63197-9000

or by alternate payment method described at
<http://www.epa.gov/financial/makepayment>.

38. A copy of the check or other information confirming payment shall simultaneously be e-mailed to:

Regional Hearing Clerk
R7_Hearing_Clerk_Filings@epa.gov;

and

Francesca Centracchio
Centracchio.francesca@epa.gov.

39. Late Payment Provisions. Pursuant to 31 U.S.C. § 3717, EPA is entitled to assess interest and penalties on debts owed to the United States and a charge to cover the cost of processing and handling a delinquent claim. Interest will therefore begin to accrue on a civil or stipulated penalty if it is not paid by the date required. Interest will be assessed at a rate of the United States Treasury tax and loan rate in accordance with 31 C.F.R. § 901.9(b). A charge will be assessed to cover the costs of the debt collection, including processing and handling costs and

attorneys' fees. In addition, a non-payment penalty charge of six (6) percent per year, compounded annually, will be assessed on any portion of the debt which remains delinquent more than ninety (90) days after payment is due. Any such non-payment penalty charge on the debt will accrue from the date the penalty payment becomes due and is not paid. 31 C.F.R. §§ 901.9(c) and (d).

40. Failure to pay the assessed penalty may result in the referral of this matter to the United States Department of Justice for collection. If payment is not received on or before the due date, interest will be assessed at the annual rate established by the Secretary of the Treasury, pursuant to 31 U.S.C. § 3717. The interest will be assessed on the overdue amount from the due date through the date of payment.

Supplemental Environmental Project

41. In response to the violations of EPCRA alleged in this Consent Agreement and Final Order and in settlement of this matter, although not required by EPCRA or any other federal, state, or local law, Respondent shall complete the Supplemental Environmental Project (SEP) described below, which the parties agree is intended to secure significant environmental or public health protection and improvement.

42. Respondent shall complete the following SEP: Respondent will eliminate the use of nonylphenol ethoxylate (NPE) within the following ten products at Respondent's facility: Buckeye Gel Scrub, Buckeye Immersion Cleaner, Buckeye Sanicare Disinfectant Restroom Cleaner, Buckeye Sanicare Quat-64, Buckeye Sanicare TBX, Buckeye Scavenger, Buckeye Straight-Up, Buckeye Ten-4, Buckeye XL-100, and VA1254 latex. Within these ten products, NPE will either be replaced, or the product will be reformulated to remove NPE.

43. Respondent shall spend no less than Six Thousand Ninety-Six Dollars (\$6,096.00) on implementing the SEP. Respondent shall include documentation of the expenditures made in connection with the SEP as part of the SEP Completion Report.

44. Respondent agrees that the SEP shall be completed within twelve (12) months of the Effective Date of this Consent Agreement and Final Order.

45. Respondent has selected McTron Technologies as a contractor to assist with the implementation of the SEP. The EPA had no role in the selection of the SEP implementer, nor shall this CAFO be construed to constitute EPA approval or endorsement of any SEP implementer identified in this CAFO.

46. The SEP is consistent with applicable EPA policy and guidelines, specifically EPA's 2015 Update to the 1998 Supplemental Environmental Projects Policy (March 10, 2015).

47. The SEP advances at least one of the objectives of EPCRA Section 313 by eliminating the company's processing of NPE, eliminating the potential interface between emergency responders and this chemical at the Facility, and removing the risk of a release of NPE to the environment. The SEP is not inconsistent with any provision of EPCRA Section 313.

The SEP relates to the alleged violations, and there is a strong nexus to the alleged violations that relate to the reporting of NPE within Buckeye's reporting year 2019 and 2020 Form R.

48. Respondent voluntarily selected the SEP identified in this Consent Agreement and Final Order.

49. This SEP shall be performed in accordance with the requirements of this Consent Agreement and Final Order.

50. Within thirteen (13) months of the Effective Date of this Consent Agreement and Final Order, Respondent shall submit a SEP Completion Report to the EPA contact identified in Paragraph 53 below. The SEP Completion Report shall contain the following information:

- a. Detailed description of the SEP as implemented;
- b. Description of any problems encountered in implementation of the projects and the solution thereto;
- c. Itemized costs;
- d. Description of the specific environmental and/or public health benefits and to the extent feasible, quantify the benefits associated with the project and provide a report setting forth how the benefits were measured or estimated resulting from implementation of the SEP; and
- e. Certification that the SEP has been fully implemented pursuant to the provisions of this Consent Agreement and Final Order.

51. In itemizing its costs in the SEP Completion Report, Respondent shall clearly identify and provide acceptable documentation for all SEP costs. For purposes of this paragraph, "acceptable documentation" includes invoices, purchase orders, or other documentation that specifically identifies and itemizes the individual costs of the goods and/or services for which payment is being made. Cancelled drafts do not constitute acceptable documentation unless such drafts specifically identify and itemize the individual costs of the goods and/or services for which payment is being made.

52. The SEP Completion Report shall include the statement of Respondent, through an officer, signed and certifying under penalty of law the following:

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

53. The SEP Completion Report shall be submitted on or before the due date specified above to:

Francesca Centracchio
U.S. Environmental Protection Agency, Region 7
11201 Renner Boulevard
Lenexa, Kansas 66219

OR EMAIL
centracchio.francesca@epa.gov

54. SEP Completion Report Approval: The SEP Completion Report shall be reviewed in accordance with the procedures outlined in this paragraph. EPA will review the SEP Completion Report and may approve, approve with modifications, or disapprove and provide comments to Respondent. If the SEP Completion Report is disapproved with comments, Respondent shall incorporate EPA's comments and resubmit the SEP Completion Report within thirty (30) days of receipt of EPA's comments. If Respondent fails to revise the SEP Completion Report in accordance with EPA's comments, Respondent shall be subject to the stipulated penalties as set forth below.

55. Any public statement, oral or written, in print, film, internet, or other media, made by Respondent making reference to the SEP under this Consent Agreement and Final Order from the date of its execution of this Consent Agreement and Final Order 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 alleged violations of federal laws.

56. With regard to the SEP, Respondent certifies the truth and accuracy of each of the following:

- a. 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 \$6,096.00;
- b. That, as of the date of executing this Consent Agreement and Final Order, Respondent is not required to perform or develop the SEP by any federal, state, or local law or regulation 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;
- c. That the SEP is not a project that Respondent was planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this Consent Agreement and Final Order;
- d. That Respondent has not received and will not receive credit for the SEP in any other enforcement action;

- e. That Respondent will not receive reimbursement for any portion of the SEP from another person or entity;
- f. That for federal income tax purposes, Respondent agrees that it will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEP;
- g. 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
- h. That Respondent has inquired of the SEP implementer whether it is 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 SEP implementer that neither is a party to such a transaction.

57. Stipulated penalties.

- a. Except as provided in subparagraphs (b) and (c) below, if Respondent fails to satisfactorily complete the requirements regarding the SEP specified in Paragraph 42 by the deadline in Paragraph 44 Respondent agrees to pay, in addition to the civil penalty in Paragraph 36, the following per day per violation stipulated penalty for each day the Respondent is late meeting the applicable SEP requirement:

\$250 per day for days 1-30
\$300 per day for days 31 – 60
\$500 per day for days 61 and beyond

- b. If Respondent fails to timely submit the SEP Completion Report, in accordance with the timelines set forth in this CAFO, Respondent agrees to the following per day stipulated penalty for each day after the report was due until Respondent submits the report in its entirety:

\$100 per day for days 1-30
\$150 per day for days 31 – 60
\$250 per day for days 61 and beyond

- c. If Respondent does not satisfactorily complete the SEP, including spending the minimum amount on the SEP set forth in paragraph 43 above, Respondent shall pay a stipulated penalty to the United States in the amount of Eight Thousand Five Hundred Ninety-Three Dollars (\$7,315.00).
- d. The determinations of whether the SEP has been satisfactorily completed and whether the Respondent has made a good faith, timely effort to implement the SEP shall be in the sole discretion of EPA.

- e. Stipulated penalties shall begin to accrue on the day after performance is due and shall continue to accrue through the final day of the completion of the activity or other resolution under this Consent Agreement and Final Order.
- f. Respondent shall pay stipulated penalties not more than fifteen (15) days after receipt of written demand by EPA for such penalties. Method of payment shall be in accordance with the provisions of the Penalty Payment section above. Interest and late charges shall be paid as stated in Paragraph 39 herein.
- g. Nothing in this agreement shall be construed as prohibiting, altering or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondent's violation of this agreement or of the statutes and regulations upon which this agreement is based, or for Respondent's violation of any applicable provision of law.
- h. The EPA may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due under this Consent Agreement and Final Order.

Effect of Settlement and Reservation of Rights

58. Full payment of the civil penalty proposed in this Consent Agreement shall only resolve Respondent's liability for federal civil penalties for the violations alleged herein. Complainant reserves the right to take any enforcement action with respect to any other violations of EPCRA or any other applicable law and/or regulation administered by the EPA.

59. The effect of settlement described in the immediately preceding paragraph is conditioned upon the accuracy of Respondent's representations to EPA, as memorialized in the paragraph directly below.

60. Respondent certifies by signing this Consent Agreement that it is presently in compliance with all requirements of EPCRA and its implementing regulations.

61. Nothing in this Agreement shall be construed as a release from any other action under law and/or regulation administered by EPA. 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.

62. 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.

63. Complainant reserves the right enforce the terms and conditions of this Consent Agreement and Final Order.

General Provisions

64. This Consent Agreement and Final Order 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.

65. The undersigned representative of Respondent certifies that they are fully authorized to enter the terms and conditions of this Consent Agreement and to legally bind Respondent to it.

66. This Consent Agreement shall not dispose of the proceeding without a final order from the Regional Judicial Officer or Regional Administrator ratifying the terms of this Consent Agreement. This Consent Agreement and Final Order shall be effective upon the filing of the Final Order by the Regional Hearing Clerk for EPA, Region 7. Unless otherwise stated, all time periods stated herein shall be calculated in calendar days from such date.

67. This Consent Agreement and Final Order shall apply to and be binding upon Respondent and Respondent's agents, successors, and/or assigns. Respondent shall ensure that all contractors, employees, consultants, firms or other persons or entities acting for Respondent with respect to matters included herein comply with the terms of this Agreement.

68. Penalties paid pursuant to this Agreement shall not be deductible for purposes of federal taxes.

COMPLAINANT:

U.S. Environmental Protection Agency

Date: _____ By: _____
David Cozad
Director
Enforcement and Compliance Assurance Division

Date: _____ By: _____
Francesca Centracchio
Assistant Regional Counsel
Office of Regional Counsel

RESPONDENT:

Buckeye International, Inc.

Date: 09-23-2024 By: Scott R. Mace

SCOTT R. MACE
Printed Name

VICE-PRESIDENT
Title

FINAL ORDER

Pursuant to Section 325(c) of EPCRA, 42 U.S.C. § 11045(c), and 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 foregoing Consent Agreement resolving this matter is hereby ratified and incorporated by reference into this Final Order.

Respondent is ORDERED to comply with all terms of the Consent Agreement. In accordance with 40 C.F.R. § 22.31(b), the effective date of the foregoing Consent Agreement and this Final Order is the date on which this Final Order is filed with the Regional Hearing Clerk.

IT IS SO ORDERED.

Date: _____ By: _____
Karina Borromeo
Regional Judicial Officer
United States Environmental Protection Agency
Region 7

CERTIFICATE OF SERVICE
(to be completed by EPA)

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

Copy via E-mail to Complainant:

Francesca Centracchio
Office of Regional Counsel
centracchio.francesca@epa.gov

Sean Bergin
Enforcement and Compliance Assurance Division
bergin.sean@epa.gov

Milady Peters
EPA Region 7
peters.milady@epa.gov

Copy via E-mail to Respondent:

Thor Ketzback
Attorney
Bryan Cave Leighton Paisner
161 North Clark Street, Suite 4300
Chicago, Illinois
thor.ketzback@bclplaw.com

Dated this _____ day of _____, _____.

Signed