

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

BEFORE THE ADMINISTRATOR

IN THE MATTER OF	)	
	)	
Haag Oil Company, LLC	)	CONSENT AGREEMENT
326 Southeast 15th Street	)	AND FINAL ORDER
Topeka, KS 66607	)	
	)	Docket No. CWA-07-2015-0107
Respondent.	)	
_____	)	

The U.S. Environmental Protection Agency, Region 7 (“EPA” or “Complainant”), and Haag Oil Company, LLC (Respondent) have agreed to a settlement of this action before filing a complaint, and thus this action is simultaneously commenced and concluded pursuant to Rules 22.13(b), 22.18(b)(2), and 22.18(b)(3) of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Issuance of Compliance or Corrective Action Orders, and the Revocation, Termination or Suspension of Permits (Consolidated Rules), 40 C.F.R. §§ 22.13(b), 22.18(b)(2), and 22.18(b)(3).

Stipulations

Jurisdiction

1. This is an administrative action for the assessment of a Class II civil penalty instituted pursuant to Section 311(b)(6) of the Federal Water Pollution Control Act, commonly referred to as the Clean Water Act (“CWA” or “the Act”), 33 U.S.C. § 1321(b)(6), and in accordance with the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits, (Administrative Proceedings Not Governed by Section 554 of the Administrative Procedures Act), 40 C.F.R. Part 22, Subpart I.

2. This Consent Agreement and Final Order serves as notice that EPA has reason to believe that Respondent has violated the following: (1) Section 311(j) of the CWA, 33 U.S.C. § 1321(j), and regulations promulgated thereunder; and (2) Section 311(b)(3) of the CWA, 33 U.S.C. § 1321(b)(3), and regulations promulgated thereunder.

### Parties

3. The Respondent is Haag Oil Company, LLC, located at 326 Southeast 15th Street, Topeka, KS 66607.

4. The authority to take action under Section 311(b)(6) of the CWA, 33 U.S.C. § 1321(b)(6), is vested in the Administrator of the EPA. The Administrator has delegated this authority to the Regional Administrator, EPA, Region 7, who in turn has delegated it to the Director of the Air and Waste Management Division of EPA, Region 7 (“Complainant” or “EPA”).

### Statutory and Regulatory Framework

5. Section 311(j)(1)(C) of the Act, 33 U.S.C. § 1321(j)(1)(C), provides that the President shall issue regulations “establishing procedures, methods, and equipment and other requirements for equipment to prevent discharges of oil . . . from onshore . . . facilities, and to contain such discharges . . . .”

6. Initially by Executive Order 11548 (July 20, 1970), 35 Fed. Reg. 11677 (July 22, 1970), and most recently by Section 2(b)(1) of Executive Order 12777 (October 18, 1991), 56 Fed. Reg. 54757 (October 22, 1991), the President delegated to EPA his Section 311(j)(1)(C) authority to issue the regulations referenced in the preceding Paragraph for non-transportation-related onshore facilities.

7. EPA subsequently promulgated the Spill Prevention, Control, and Countermeasure (SPCC) regulations pursuant to these delegated statutory authorities, and pursuant to its authorities under the Clean Water Act, 33 U.S.C. § 1251 *et seq.*, which established certain procedures, methods and requirements upon each owner and operator of a non-transportation-related onshore facility if such facility, due to its location, could reasonably be expected to discharge oil into or upon the navigable waters of the United States and their adjoining shorelines in such quantity as EPA has determined in 40 C.F.R. § 110.3 may be harmful to the public health or welfare or the environment of the United States (“harmful quantity”).

8. Section 311(b)(3) of the Act, 33 U.S.C. § 1321(b)(3), provides that the “discharge of oil . . . into or upon the navigable waters of the United States . . . in such quantities as may be harmful [to the public health or welfare or the environment of the United States] . . . is prohibited.”

9. For purposes of Section 311(b)(3) and (b)(4) of the Act, 33 U.S.C. § 1321(b)(3) and (b)(4), discharges of oil into or upon the navigable waters of the United States in such quantities that have been determined may be harmful to the public health or welfare or environment of the

United States are defined in 40 C.F.R. § 110.3 to include discharges that cause either (1) a violation of applicable water quality standards, or (2) a film, sheen upon, or discoloration of the surface of the water or adjoining shorelines, or (3) a sludge or emulsion to be deposited beneath the surface of the water or upon adjoining shorelines.

#### Factual Background

10. Respondent is a corporation organized under the laws of Kansas. Respondent is a person within the meaning of Sections 311(a)(7) and 502(5) of the Act, 33 U.S.C. §§ 1321(a)(7) and 1362(5), and 40 C.F.R. § 112.2.

11. Respondent is the owner/operator within the meaning of Section 311(a)(6) of the Act, 33 U.S.C. § 1321(a)(6), and 40 C.F.R. § 112.2, of Haag Oil Company, LLC, located at 326 Southeast 15th Street, Topeka, KS 66607.

12. The facility has an aggregate above-ground storage capacity of approximately 169,233 gallons of oil.

13. Respondent's facility is located near Shunganunga Creek, a navigable water of the United States within the meaning of 40 C.F.R. § 112.2 and Section 502(7) of the Act, 33 U.S.C. § 1362(7).

14. Respondent is engaged in storing, processing, using or consuming oil or oil products located at the facility.

15. The facility is a non-transportation-related facility within the meaning of 40 C.F.R. § 112 Appendix A, as incorporated by reference within 40 C.F.R. § 112.2.

16. The facility is an onshore facility within the meaning of Section 311(a)(10) of the Act, 33 U.S.C. § 1321(a)(10), and 40 C.F.R. § 112.2.

17. The facility is therefore a non-transportation-related onshore facility which, due to its location, could reasonably be expected to discharge oil to a navigable water of the United States or its adjoining shorelines in a harmful quantity ("an SPCC-regulated facility").

18. Pursuant to Section 311(j)(1)(C) of the Act, E.O. 12777, and 40 C.F.R. § 112.1 Respondent, as the owner and/or operator of an SPCC-regulated facility, is subject to the SPCC regulations.

19. On or about August 11, 2014, EPA conducted an inspection of Respondent's facility.

### Alleged Violations

20. Complainant hereby incorporates the allegations contained in paragraphs 1 through 19 above, as if fully set forth herein.

### Oil Discharge Violation

21. On or about January 2, 2014, Respondent discharged 2,400 gallons of oil as defined in Section 311(a)(1) of the CWA, 33 U.S.C. § 1321(a)(1), and 40 C.F.R. § 110.1, from its facility into or upon the Shunganunga Creek or adjoining shorelines.

22. Respondent's January 2, 2014, discharge of oil from its facility caused a sheen upon or discoloration of the surface of the Shunganunga Creek, and, therefore, was in a quantity that has been determined may be harmful under 40 C.F.R. § 110.3, which implements Sections 311(b)(3) and (b)(4) of the CWA.

23. Respondent's January 2, 2014, discharge of oil from its facility into or upon the Shunganunga Creek or adjoining shorelines, in a quantity that has been determined may be harmful under 40 C.F.R. § 110.3, violated Section 311(b)(3) of the CWA.

24. In accordance with Section 311(b)(6)(A)(i) of the CWA, 33 U.S.C. § 1321(b)(6)(A)(i), EPA may assess a civil penalty to any owner or operator in charge of any onshore facility from which oil or a hazardous substance is discharged in violation of Section 311(b)(3) of the CWA, 33 U.S.C. § 1321(b)(3).

### SPCC Plan Violations

25. At the time of the August 2014 inspection, Respondent had failed to fully prepare and implement an SPCC Plan, as follows:

- (i) The facility lacked secondary containment for the bulk storage in the warehouse and in the loading rack. The SPCC Plan discussed active containment measures for these areas, but did not include a complete contingency plan section as required by 40 C.F.R. 112.7(c) and 112.7(h)(1).
- (ii) The SPCC Plan lacked signed management approval at a level of authority to commit the necessary resources to fully implement the plan, in violation of 40 C.F.R. 112.7.
- (iii) Respondent failed to document required inspections for tanks, pipes, and appurtenances, as required by 40 C.F.R. 112.8(c)(6), 112.8(d)(4), and 112.7(e).
- (iv) The SPCC Plan included forms for integrity tests, discharge logs, and training, but

no such testing or training was being documented, as required by 40 C.F.R. 112.8(c)(3) and (6).

- (v) The facility lacked general secondary containment. Runoff left the site at the northeast corner via a storm drain on the east side of the property, where the release occurred and entered the storm sewer to Shunganunga Creek, as required by 40 C.F.R. 112.7(c).
- (vi) The plan did not describe the physical layout of the facility and include a diagram that identifies: the contents of all regulated fixed oil storage containers; storage areas where mobile or portable containers are located; completely buried tanks otherwise exempt from the SPCC requirements (marked as "exempt"); some connecting pipes, in violation of 40 C.F.R. § 112.7(a)(3). In addition, the plan did not address, for each fixed container, the type of oil and storage capacity and, for mobile or portable containers, the type of oil and storage capacity for each container or an estimate of the potential number of mobile or portable containers, the types of oil, and anticipated storage capacities, in violation of 40 C.F.R. § 112.7(a)(3).
- (vii) Respondent's plan failed to include appropriate containment and or diversionary structures for the mobile/portable containers and transfer areas, equipment, and activities at Respondent's facility, in violation of 40 C.F.R. 112.7(c).
- (viii) Adequate secondary containment was not provided for drums and totes in the warehouse and for the loading rack in violation of 40 C.F.R. 112.8(c)(11) and 40 C.F.R. 112.7(h)(1).
- (ix) Respondent's Plan did not describe the overfill protection provided to all of the totes, tank trucks, and portable containers, in violation of 40 C.F.R. 112.8(c)(8)(v).
- (x) The loading rack drainage did not flow to a catchment basin or treatment facility designed to handle discharges, nor use a quick drainage system, in violation of 40 C.F.R. 112.7(h)(1). In addition, the containment system failed to hold at least the maximum capacity of the largest single compartment of a tank car/truck loaded/unloaded at the facility, in violation of 40 C.F.R. 112.7(h)(1).
- (xi) Discharges of water released to a storm drain or water course were not recorded, in violation of 112.8(c)(3).
- (xii) The mobile or portable containers were not positioned to prevent a discharge as described in § 112.1(b), in violation of 40 C.F.R. 112.8(c)(11). In addition, the mobile or portable containers did not have secondary containment with sufficient capacity to contain the largest single compartment or container and sufficient

freeboard to contain precipitation in violation of 40 C.F.R. 112(8)(c)(11).

- (xiii) Buried piping was not adequately addressed in the Respondent's SPCC Plan. In addition, Respondent's Plan does not discuss marking of pipes to origin, in violation of 40 C.F.R. 112.8(d)(2), nor does it discuss whether pipe supports are properly designed, in violation of 40 C.F.R. 112.8(d)(3).

26. Respondent's failure to fully develop and implement an SPCC plan for the facility in accordance with the requirements of 40 C.F.R. Part 112, as described in Paragraph 25, violated 40 C.F.R. § 112.3.

### **CONSENT AGREEMENT**

27. In accordance with Section 311(b)(6)(A)(ii) of the CWA, 33 U.S.C. § 1321(b)(6)(A)(ii), EPA may assess a civil penalty to any owner or operator in charge of any onshore facility who fails to comply with any regulation issued under Section 311(j) of the CWA, 33 U.S.C. § 1321(j).

27. Respondent and EPA agree to the terms of this Consent Agreement/Final Order.

28. Respondent admits the jurisdictional allegations of this Consent Agreement/Final Order and agrees not to contest the EPA's jurisdiction in this proceeding or any subsequent proceeding to enforce the terms of this Consent Agreement/Final Order.

29. Respondent neither admits nor denies the factual allegations and legal conclusions asserted by the EPA in this Consent Agreement/Final Order.

30. Respondent waives its right to contest any issue of fact or law set forth above, and its right to appeal this Consent Agreement/Final Order.

31. Respondent and Complainant agree to conciliate the matters set forth in this Consent Agreement/Final Order without the necessity of a formal hearing and agree to bear their own costs and attorney's fees incurred as a result of this action.

32. The undersigned representative of Respondent certifies that he or she is fully authorized to enter the terms and conditions of this Consent Agreement/Final Order and to execute and legally bind Respondent to it.

33. Respondent understands and agrees that this Consent Agreement/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 Consent Agreement/Final Order.

34. Respondent certifies by the signing of this Consent Agreement/Final Order that to the best

of its knowledge, Respondent is in compliance with the Clean Water Act, and applicable regulations.

**Penalty Payment**

35. Respondent agrees that, in settlement of the claims alleged in this Consent Agreement/Final Order, Respondent shall pay a civil penalty of Thirty-One Thousand One Hundred and Thirty-Four Dollars (\$31,134) pursuant to the authority of Section 311 of the CWA, 33 U.S.C. § 1321, to be paid in full no later than 30 days after the effective date of this Consent Agreement/Final Order as set forth below.

36. The payment of penalties must reference docket number "CWA-07-2015-0107" and be remitted using one of the payment methods specified in Appendix A to this Order.

37. Copies of the checks or verification of another payment method for the penalty payments remitted as directed by above, shall be mailed to:

Kathy Robinson  
Regional Hearing Clerk  
U.S. Environmental Protection Agency - Region 7  
11201 Renner Boulevard  
Lenexa, Kansas 66219

and to

Kristen Nazar  
Assistant Regional Counsel  
U.S. Environmental Protection Agency – Region 7  
11201 Renner Boulevard  
Lenexa, Kansas 66219

38. Respondent agrees that no portion of the civil penalty or interest paid by Respondent pursuant to the requirements of this Consent Agreement/Final Order shall be claimed by Respondent as a deduction for federal, state, or local income tax purposes.

39. Respondent understands that, pursuant to 40 C.F.R. § 13.18, its failure to make any payment according to the above schedule will automatically accelerate the debt which will become due and owing in full, immediately. Interest on any late payment will be assessed at the annual interest rate established by the Secretary of the Treasury pursuant to 31 U.S.C. § 3717. The interest will be assessed on any overdue amount from the due date through the date of payment. Failure to pay the civil penalty when due may result in the commencement of a civil action in Federal District Court to collect said penalty,

together with costs or interest.

### **Supplemental Environmental Project**

40. Respondent agrees to complete the following Supplemental Environmental Project ("SEP"), which the parties agree is intended to secure significant environmental and/or public health benefits: Respondent shall construct secondary containment at a capacity far exceeding that which is required by law, to provide additional containment to protect Shunganunga Creek from a potential discharge, at a cost of no less than Twenty-Six Thousand Three Hundred and Fifty-Six Dollars (\$26,356), in accordance with the Respondent's SEP Work Plan (attached hereto as Appendix B and incorporated by reference). The project shall be constructed no later than one year from the effective date of this CA/FO.

41. **Reporting.**

a. Within thirty (30) days of the SEP Completion Date, as identified in Paragraph 40 above, Respondent shall submit a SEP Completion Report to EPA. The SEP Completion Report shall contain the following:

- (i) A detailed description of the SEP as implemented;
- (ii) Itemized costs, documented by copies of records such as purchase orders, receipts or canceled checks; and
- (iii) The following certification signed by Respondent or its authorized representative:

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

b. The SEP Completion Report and all other submittals regarding the SEP shall be sent to:

Mark Aaron  
Chemical and Oil Release Prevention Branch  
U.S. Environmental Protection Agency  
Region 7  
11201 Renner Boulevard  
Lenexa, Kansas 66219.

c. Respondent agrees that failure to submit the SEP Completion Report required by subsections a. and b. above shall be deemed a violation of this Consent Agreement and Order and Respondent shall become liable for stipulated penalties pursuant to Paragraph 44 below.

42. 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.

43. Respondent shall ensure the SEP project is maintained, used and/or operated for not less than five years following the project's installation

44. Stipulated Penalties for Failure to Complete SEP/Failure to Spend Agreed-on Amount:

- a. In the event that Respondent fails to comply with any of the terms or provisions of this Agreement relating to the performance of the SEP described in Paragraph 40 above and/or relating to the actual expenditures for the SEP described in Paragraph 40 above and in Appendix B, Respondent shall be liable for stipulated penalties according to the provisions set forth below, after being given notice of and a brief time to cure any such defect:
- (i) Except as provided in subparagraphs (ii) and (iii) immediately below, for a SEP which has not been substantively completed satisfactorily pursuant to this Consent Agreement and Order, Respondent shall pay a stipulated penalty to the United States not to exceed the amount \$; and
  - (ii) Respondent shall not be liable for stipulated penalties if the substantive work associated with the SEP is not completed in accordance with Paragraph 40 and Appendix B, but the Complainant determines that the Respondent: (1) made good faith and timely efforts to complete the project; and (2) certifies, with supporting documentation, that at least 90 percent of the total amount of money which was required to be spent was expended on the SEP;
  - (iii) Respondent shall pay a stipulated penalty in the amount of \$100 for each day:
    - (a) it fails to submit a SEP Interim Milestone and Completion Report after the due date specified in Paragraph 41 above, until the report is submitted; and
    - (b) it fails to submit any other report required by Paragraph 40 above, after the report was originally due until the report is submitted.
- b. Where all elements of a SEP have been satisfactorily completed, but the defendant has expended less than the agreed-upon amount on the SEP, the EPA may, in its discretion,

choose to reduce or waive stipulated penalties otherwise due under the settlement agreement.

- c. 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 reasonable discretion of EPA.
- d. Respondent shall pay stipulated penalties not more than fifteen (15) days after receipt of written demand by EPA for such penalties. Interest and late charges shall be paid as stated in Paragraph 48, below. Method of payment shall be in accordance with similar to that of payment of the civil penalty.

45. Respondent certifies that it is not required to perform or develop the SEP by any federal, state or local law or regulation; nor is Respondent required to perform or develop the SEP by agreement, grant or as injunctive relief in this or any other case or to comply with state or local requirements. Respondent further certifies that Respondent has not received, and is not presently negotiating to receive, credit in any other enforcement action for the SEP.

46. Respondent further certifies that it is not a party to any open federal financial assistance transaction that is funding or could be used to fund the same activity as the SEP. Respondent further certifies that, to the best of its knowledge and belief after reasonable inquiry, there is no such open federal financial transaction that is funding or could be used to fund the same activity as the SEP, nor has the same activity been described in an unsuccessful federal financial assistance transaction proposal submitted to the EPA within two years of the date of this settlement (unless the project was barred from funding as statutorily ineligible). For the purposes of this certification, the term "open federal financial assistance transaction" refers to a grant, cooperative agreement, loan, federally-guaranteed loan guarantee or other mechanism for providing federal financial assistance whose performance period has not yet expired.

47. Any official public statement, oral or written, in print, film or other media, made by Respondent making reference to the SEP shall include language substantially similar to the following language: *This project was undertaken in connection with the settlement of an enforcement action taken by the United States Environmental Protection Agency.*

48. Respondent understands that its failure to timely pay any portion of the civil penalty or any portion of a stipulated penalty may result in the commencement of a civil action in Federal District Court to recover the full remaining balance, along with penalties and accumulated interest. In such case, interest shall accrue thereon at the applicable statutory rate on the unpaid balance until such civil or stipulated penalty and any accrued interest are paid in full. A late payment handling charge of \$15 will be imposed after thirty (30) days and an additional \$15 will be charge for each subsequent thirty (30) day

period. Additionally, as provided by 31 U.S.C. ' 3717(e)(2), a penalty (late charge) may be assessed o any amount not paid within ninety (90) days of the due date.

49. Respondent consents that neither the civil penalty payment made nor any costs or expenditures incurred by Respondent in performing the SEP pursuant to this Consent Agreement/Final Order will be deducted for purposes of federal taxes.

### **Effect of Settlement and Reservation of Rights**

50. Respondent's payment of the entire civil penalty and completion of SEPs pursuant to this Consent Agreement/Final Order resolves all civil and administrative claims pursuant to Section 311 of the CWA, 33 U.S.C. § 1321, for violations alleged in this Consent Agreement/Final Order. Complainant reserves the right to take any enforcement action with respect to any other violations of the CWA or any other applicable law.

51. The effect of settlement described above is conditional upon the accuracy of the Respondent's representations to the EPA, as memorialized in Paragraph 34 of this Consent Agreement/Final Order.

52. Nothing contained in this Consent Agreement/Final Order shall alter or otherwise affect Respondent's obligation to comply with all applicable federal, state and local environmental statutes and regulations and applicable permits.

53. Notwithstanding any other provision of this Consent Agreement/Final Order, the EPA reserves the right to enforce the terms of this Consent Agreement/Final Order by initiating a judicial or administrative action pursuant to Section 311 of the CWA, 33 U.S.C. § 1321, and to seek penalties against Respondent or to seek any other remedy allowed by law.

54. With respect to matters not addressed in this Consent Agreement/Final Order, EPA reserves the right to take any enforcement action pursuant to the CWA and its implementing regulations, or any other available legal authority, including without limitation, the right to seek injunctive relief, penalties and damages.

### **General Provisions**

55. The Parties acknowledge that this Consent Agreement/Final Order is subject to the public notice and comment required pursuant to Section 311(b)(6)(C)(i) of the CWA, 33 U.S.C. § 1321(b)(6)(C)(i), and 40 C.F.R. § 22.45.

56. Pursuant to 40 C.F.R. § 22.31(b), this Consent Agreement/Final Order shall be effective

after entry by the Regional Judicial Officer and upon filing with the Regional Hearing Clerk U.S. Environmental Protection Agency, 11201 Renner Boulevard, Lenexa, Kansas 66219. All time periods herein shall be calculated therefrom in calendar days unless otherwise provided in this Consent Agreement/Final Order.

57. The headings in this Consent Agreement/Final Order are for convenience of reference only and shall not affect interpretation of this Consent Agreement/Final Order.

58. Respondent and Complainant agree that this Consent Agreement/Final Order may be signed in part and counterpart.

COMPLAINANT:  
U.S. ENVIRONMENTAL PROTECTION AGENCY

\_\_\_\_\_  
Date

\_\_\_\_\_  
John J. Smith  
Director  
Air and Waste Management Division

\_\_\_\_\_  
Date

\_\_\_\_\_  
Kristen Nazar  
Assistant Regional Counsel

RESPONDENT:  
Haag Oil Company, LLC

12-9-16  
Date



Printed Name Gary Haag

Title Vice President

**FINAL ORDER**

Pursuant to Section 311 of the CWA, 33 U.S.C. § 1321, 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.

The Respondent is ORDERED to comply with all of the 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

\_\_\_\_\_  
Regional Official

CERTIFICATE OF SERVICE

I certify that on the date below I hand delivered the original and one true copy of this Consent Agreement/Final Order to the Regional Hearing Clerk, United States Environmental Protection Agency, 11201 Renner Boulevard, Lenexa, Kansas 66219.

I further certify that on the date below I sent a true and correct copy of the original Consent Agreement/Final Order by certified mail, return receipt requested, to:

B. J. Hickert  
Newbery, Ungerer & Hickert LLP  
2231 SW Wanamaker Rd, Suite 101  
Topeka, KS 66614

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Appendix A**  
**Penalty Payment Information for Consent Agreement and Final Order**

Complete information regarding making payments to the US EPA may be found at:  
**<http://www.epa.gov/financial/makepayment>**

For your convenience, the following is a summary of the acceptable payment methods for the civil penalty required to be paid pursuant to the Consent Agreement and Final Order:

1. **Cashier's or Certified Check:** If payment is being made by cashier's or certified check, submit the check, including the name and docket number of this case, payable to "Treasurer, United States of America," to:

**US Postal Service:**

U.S. Environmental Protection Agency  
Fines and Penalties  
PO Box 979077  
St. Louis, MO 63197-9000

**Common Carriers (Fedex, DHL, UPS):**

U.S. Environmental Protection Agency  
Government Lockbox 979077  
1005 Convention Plaza  
SL-MO-C2-GL  
St. Louis, MO 63101

2. **Wire Transfer:** If payment is being made by wire transfer, the wire transfer must indicate the name and docket number of this case and be sent directly to the Federal Reserve Bank in New York City with the following information:

Federal Reserve Bank of New York  
ABA: 021030004  
Account Number: 68010727  
SWIFT address: FRNYUS33  
33 Liberty Street  
New York, NY 10045

Field Tag 4200 of the Fedwire message should read: D 68010727 Environmental Protection Agency

**3. Automated Clearing House (ACH) or Remittance Express (REX):** If using ACH or REX, payments must indicate the name and docket number of the case and can be made through the US Treasury using the following information:

US Treasury REX/Cashlink ACH Receiver  
ABA: 051036706  
Account Number: 310006, Environmental Protection Agency  
CTX Format  
Transaction Code 22 – checking  
Physical location of US Treasury Facility:  
5700 Rivertech Court  
Riverdale, MD 20737  
US Treasury Contact Information:  
John Schmid: 202-874-7026  
Remittance Express (REX): 1-866-234-5681

**4. On-line Payment:** On-Line Payment is available through the Department of Treasury, and can be accessed using the information below:

[www.pay.gov](http://www.pay.gov)

Enter “sfo 1.1” (without quotation marks) in the SEARCH PUBLIC FORMS field.

You should see the following information as your search result:

*Form Number: **SFO Form Number 1.1***

*Use this form to pay civil penalties, FOIA request, Superfund, Citations, Compliance Orders, and other miscellaneous payments.*

Click the link to open the form, complete the required fields, then click SUBMIT DATA button at the bottom of the form.

### **Payment Tips**

To ensure proper credit please include the following information on your payment:

- Company/remitter's name (as it appears on EPA document)
- Complete address, including city, state, zip
- Remitter's point of contact person and phone number
- EPA document number (case, contract, grant, purchase order, etc.)—NOT the remitter's number
- EPA contact name and phone number, if available
- Reason for payment

Note: It is important to direct payment to the appropriate EPA finance center to ensure your remittance is credited to the proper account. Each finance center has its own unique agency location code, and each U.S. depository has a unique bank routing number.

## **Appendix B**

Respondent has agreed to construct secondary containment at a capacity far exceeding that which is required by law, to provide additional containment to protect Shunganunga Creek from a potential discharge, at a cost of no less than Twenty-Six Thousand Three Hundred and Fifty-Six Dollars (\$26,356). This additional containment area will be an area in the southeast corner of the property that is approximately 100 feet long and 63 feet wide. The bare ground in this additional containment area will be covered with asphalt and the perimeter of the containment will be expanded to encompass this additional area. This will result in a 50% increase in the containment area, and increase the storage capacity of the containment area by approximately 7800 gallons.