UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

SEP 27 2007

REPLY TO THE ATTENTION OF:
LR-8J

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Harvey J. Barnett
Sperling & Slater, P.C.
55 West Monroe Street
Suite 3200
Chicago, IL 60603

Re: Consent Agreement and Final Order
EMCO Chemical Distributors
EPA ID No. ILD 005 070 495

Dear Mr. Barnett:

Enclosed please find three of four original copies of a fully executed Consent Agreement and Final Order (CAFO) in resolution of the aforementioned case. We filed the originals on SEP 27, 2007 with the Regional Hearing Clerk (RHC).

Please pay the civil penalty in the amount of $52,000 in the manner prescribed in paragraphs 19 through 21 of the CAFO, and reference all checks with the number BD 2750742R007 and docket number RCRA-05-2007-0006. Your payment is due within 30 days of the effective date of the CAFO.

Thank you for your cooperation in resolving this matter.

Sincerely,

Willie H. Harris

Willie H. Harris, P.E.
Chief
RCRA Branch
Land and Chemicals Division

Enclosures
cc: Todd Marvel , Illinois Environmental Protection Agency (w/CAFO)

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

In the Matter of: EMCO Chemical Distributors, Inc. 2100 Commonwealth Ave. North Chicago, Illinois U.S. EPA ID No. ILD 005 070 495 **Respondent.**	))))))))))	**Docket No. RCRA-05-2007-0006**

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US EPA REGION V
2007 SEP 27 AM 10: 12

CONSENT AGREEMENT AND FINAL ORDER

I. PREAMBLE

1. On March 21, 2007, the United States Environmental Protection Agency (U.S. EPA) filed a complaint in this matter pursuant to Section 3008(a) of the Solid Waste Disposal Act, as amended, also known as the Resource Conservation and Recovery Act of 1976, as amended (RCRA), 42 U.S.C. § 6928(a), and the U.S. EPA's "Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Issuance or Compliance or Corrective Action Orders, and the Revocation, Termination or Suspension of Permits" ("Consolidated Rules of Practice"), 40 C.F.R. part 22.

2. The Complainant was, by lawful delegation, the Chief of the Enforcement and Compliance Assurance Branch in the Waste, Pesticides and Toxics Division, U.S. EPA, Region 5. Since the Complaint was filed, the Waste, Pesticides and Toxics Division has been reorganized and is now referred to as the Land and Chemicals Division (LCD); and the Enforcement and Compliance Assurance Branch is now referred to as the RCRA Branch. However, the reorganization did not affect the lawful filing of the Complaint, and the Director of the LCD has been lawfully delegated the authority to settle this matter and sign this Consent Agreement.

3. The Respondent is EMCO Chemical Distributors, Inc. of North Chicago, Illinois.

II. STIPULATIONS

The Parties, desiring to settle this action, enter into the following stipulations:

4. Respondent has been served with a copy of the Complaint and Compliance Order (Docket No. RCRA-05-2007-0006) in this matter. The Complaint is attached as Attachment B and is incorporated herein by reference.

5. Respondent owns and operates a facility, and is a generator and transporter of hazardous waste, whose business is located at 2100 Commonwealth Avenue in North Chicago, Illinois (the Facility).

6. Respondent admits the jurisdictional allegations of the Complaint, and agrees not to contest such jurisdiction in any proceeding to enforce the provisions of this Consent Agreement and Final Order (CAFO).

7. Respondent neither admits nor denies the specific allegations contained in the Complaint, except for any admissions made in Respondent's Answer to the Complaint.

8. Respondent withdraws its request for a hearing and waives any and all rights under any provisions of law to a hearing on the allegations contained in the Complaint or to challenge the terms and conditions of this CAFO.

9. If the Respondent fails to comply with any provision contained in this CAFO, Respondent waives any rights it may possess in law or equity to challenge the authority of the U.S. EPA to bring a civil action in the appropriate United States District Court to compel compliance with the CAFO and/or to seek an additional penalty for such noncompliance.

10. Respondent consents to the issuance of this CAFO, including the payment of a civil penalty, the performance of a Supplemental Environmental Project (SEP), and achieving compliance with the corrective action requirements of this CAFO.

11. Pursuant to Sections 3008(a) and (g) of RCRA, 42 U.S.C. §§ 6928(a) and (g), and in consideration of the nature of the violations, Respondent's agreement to perform a SEP and comply with specific corrective action requirements, and other relevant factors, the U.S. EPA has determined that fifty-two thousand dollars ($52,000) is an appropriate civil penalty to settle this action.

12. Respondent agrees not to claim or attempt to claim a Federal income tax deduction or credit covering all or any part of the $52,000 civil penalty paid to the U.S. Treasury pursuant to this CAFO.

13. Respondent agrees not to claim or attempt to claim a Federal income tax deduction or credit covering all or any part of the first two hundred thousand dollars ($200,000) that Respondent spends on the design and installation of the SEP.

14. Respondent hereby certifies that, as of the effective date of this CAFO:

(a). Respondent is not required to perform or develop the SEP pursuant to any Federal, State or local law or regulation;

(b). Respondent is not funding any aspect of the SEP with any funding provided through a Federal, State, or local grant;

(c). that except for this CAFO (Docket No. RCRA-05-2007-0006), Respondent is not required to perform or develop the SEP as a result of settling any Federal, State, or local enforcement action; and

(d). Respondent has not received, and is not presently negotiating to receive, credit in any other enforcement action for the SEP.

15. Respondent agrees to give notice and a copy of this CAFO to any successor in interest prior to any transfer of ownership or operational control of the Facility. This CAFO is binding on Respondent and any successors in interest.

16. On January 31, 1986, the State of Illinois was granted final authorization by the Administrator of the U.S. EPA, pursuant to Section 3006(b) of RCRA, 42 U.S.C. § 6926(b), to administer a hazardous waste program in lieu of the Federal program. The U.S. EPA-authorized Illinois regulations are codified in the Illinois Administrative Code (IAC), Chapter 35, Part 703 *et seq*. See also 40 C.F.R. §§ 272.700 *et seq*.. Section 3008 of RCRA, 42 U.S.C. § 6928, provides that the U.S. EPA may enforce State regulations in those States authorized to administer a hazardous waste program.

17. Nothing in this CAFO shall be construed to relieve Respondent from its obligation to comply with all applicable Federal, State and local statutes and regulations, including the RCRA Subtitle C requirements at 40 C.F.R. Parts 260 through 270; and nothing in this CAFO shall be construed to constitute the U.S. EPA's approval of the equipment or technology installed by Respondent in connection with the SEP under the terms of this CAFO.

18. This CAFO shall become effective on the date that it is filed with the Regional Hearing Clerk, U.S. EPA, Region 5.

III. PAYMENT OF THE CIVIL PENALTY

19. Respondent agrees to pay the $52,000 civil penalty within thirty (30) days of the effective date of this CAFO.

20. Respondent agrees to pay the civil penalty as follows:

(a). If a check is sent by U.S. Postal Service mail, Respondent agrees to send a cashier's or certified check, payable to the "Treasurer, United States of America," to:

U.S. EPA, Region 5
P.O. Box 371531
Pittsburgh, PA 15251-7531

The check must also note the following: the case title, the docket number of this CAFO and the billing document number (the billing document number will be assigned in a separate letter).

(b). If a check is sent by express mail, Respondent agrees to send a cashier's or certified check, payable to the "Treasurer, United States of America," to:

Mellon Client Service Center
Attn: Shift Supervisor
Lockbox 371531
500 Ross Street
Pittsburgh, PA 15262-0001

The check must also note the following: the case title, the docket number of this CAFO and the billing document number.

(c). For an electronic funds transfer, Respondent agrees to wire the payment, payable to "Treasurer, United States of America," to:

Federal Reserve Bank of New York
ABA No. 021030004
Account No. 68010727
33 Liberty Street
New York, NY 10045
Field Tag 4200 of the Fedwire message should read "D68010727
Environmental Protection Agency"

In the comment or description field of the electronic funds transfer, state the following: the case title, the docket number of this CAFO and the billing document number.

21. If payment is made by U.S. Postal Service mail or express mail, Respondent agrees to send a transmittal letter which states Respondent's name, complete address, the case docket number and the billing document number along with the payment. Respondent also agrees to send a copy of each check and transmittal letter to:

Regional Hearing Clerk (E-13J)
U.S. EPA, Region 5

77 W. Jackson Blvd.
Chicago, IL 60604

Judith Kriz
Chemist
Land and Chemicals Division (LR-8J)
U.S. EPA, Region 5
77 West Jackson Blvd.
Chicago, IL 60604

Terry Stanuch
Office of Regional Counsel (C-14J)
U.S. EPA, Region 5
77 West Jackson Blvd.
Chicago, IL 60604

22. If the payment is made by electronic funds transfer, Respondent agrees to send a letter to the addressees listed above which states Respondent's name, complete address, the case docket number and the billing document number, and the date of the electronic funds transfer.

23. If Respondent does not pay the civil penalty as described above, the U.S. EPA may bring an action to collect any unpaid portion of the penalty with interest, handling charges, nonpayment penalties and the United States' enforcement expenses for the collection action. The validity, amount and appropriateness of the civil penalty are not reviewable in a collection action.

24. Pursuant to 31 C.F.R. § 901.9 and 31 U.S.C. § 3717, Respondent agrees to pay the following interest and late charges on any amount overdue pursuant to this CAFO:

(a). Interest. Any unpaid portion of the civil penalty shall bear interest at the rate established by the Secretary of the Treasury pursuant to 31 U.S.C. § 3717(a)(1). Interest will therefore begin to accrue on any unpaid portion of the civil penalty that is not paid by the last date required. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 31 C.F.R. § 901.9(b).

(b). Monthly Handling Charge. Respondent agrees to pay a late payment handling charge of fifteen dollars ($15.00) on any late payment, with an additional charge of fifteen dollars ($15.00) for each subsequent thirty (30) calendar day period over which an unpaid balance remains.

(c). Non-Payment Penalty. On any portion of the civil penalty that is past due more than ninety (90) calendar days, Respondent agrees to pay a non-payment penalty of six percent (6%) per year, which will accrue from the date the penalty payment became due and was not paid. This non-payment is in addition to charges which accrue or may accrue under subparagraphs (a) and (b) above.

IV. SUPPLEMENTAL ENVIRONMENTAL PROJECT

25. Respondent agrees to undertake the SEP described herein, which the Parties agree will provide significant environmental and public health benefits. The SEP consists of the installation of a new aboveground piping system at Respondent's Facility, including a bridge over the existing driveway, to connect the truck loading/unloading area to 80 bulk storage tanks. The SEP is more specifically described in the Scope of Work (SOW) attached hereto as Attachment A and incorporated herein by reference.

26. The total expenditures for the SEP, including performance of the activities set forth in the SOW, shall be no less than two hundred thousand dollars ($200,000). Respondent agrees to provide the U.S. EPA with documentation of the expenditures made in connection with the SEP, as specified herein.

27. Respondent agrees to apply for and obtain all permits and approvals necessary for the implementation and completion of the SEP.

28. The determination of whether Respondent has fulfilled the requirements of the SEP as specified in this CAFO and the attached SOW shall be in the sole discretion of the U.S. EPA.

29. Respondent agrees to submit to the U.S. EPA a copy of the professional engineer's draft report detailing the engineering design of this SEP within ten (10) days after Respondent receives such report.

30. Respondent agrees to submit to the U.S. EPA a copy of the professional engineer's final report detailing the engineering design of this SEP within ten (10) days after Respondent receives such report.

31. Respondent agrees to submit to the U.S. EPA, within three (3) months after the effective date of this CAFO and every three (3) months thereafter until the SEP is completed, a report summarizing Respondent's progress in completing this SEP. These reports shall note any significant accomplishments made and any difficulties encountered during the previous three (3) months.

32. Respondent agrees to submit to the U.S. EPA a "SEP Completion Report" within thirty (30) days after completion of the SEP, as determined by Respondent's project engineer, which includes the following:

(a). a detailed description of the SEP as installed;

(b). an itemized cost accounting for the SEP, documented by copies of purchase orders and receipts or canceled checks;

(c). a certification from Respondent's project engineer that the SEP has been constructed in accordance with the project engineer's design specifications.

33. Respondent agrees that any public statements, oral or written, made by Respondent which make reference to the SEP shall include the following language: "This project was

undertaken in connection with the settlement of an enforcement action taken by the United States Environmental Protection Agency for violations of the Resource Conservation and Recovery Act."

34. Respondent agrees to allow the U.S. EPA to inspect Respondent's Facility at any time in order to confirm that the SEP has been properly completed.

V. CORRECTIVE ACTION

35. Respondent agrees to implement the following corrective action at its Facility.

(a). Respondent agrees to not store hazardous waste at its Facility except for such storage which fully complies with all requirements and prohibitions governing the storage of hazardous waste applicable to generators, transporters and storage facilities, codified at or incorporated by 35 IAC Parts 722, 723, 725, 728, and 703 [see 40 C.F.R. Parts 262, 263, 265, 268, and 270].

(b). Respondent agrees, within thirty (30) calendar days from the effective date of this CAFO, to retain the services of a professional engineering firm to inspect, and sample and analyze if necessary, any evidence of chemical spills or releases in the areas of Respondent's Facility at which the hazardous waste referenced in Counts 1, 2 and 3 of the Complaint were stored.

(c). Respondent agrees to provide the U.S. EPA with a copy of the professional engineer's report (the Report) regarding the inspection conducted pursuant to paragraph 35(b) above, within ten (10) calendar days after receipt of such report.

(d). Respondent agrees, within ninety (90) calendar days from the effective date of this CAFO, to implement any and all recommendations made by the professional engineering firm in their Report.

36. Respondent agrees to notify U.S. EPA in writing upon achieving compliance with this section within fifteen (15) calendar days after the date it achieves compliance. If Respondent has not taken or completed any requirement of this section, Respondent agrees, within ten (10) calendar days of the due dates set forth in this section, to notify the U.S. EPA of this failure to comply, the reasons for this failure, and the proposed date for achieving compliance.

37. Respondent agrees to submit all reports, notifications and any other submittals required by this section to Ms. Kriz and Mr. Stanuch at their respective addresses listed in Section III of this CAFO.

VI. NOTICES and SUBMITTALS

38. Whenever, under the terms of this CAFO, notice is required to be given or a submittal sent by one Party to another, it shall be directed to the individuals at the addresses specified below:

(a). For U.S. EPA:

Ms. Kriz and Mr. Stanuch at their addresses listed in Section III of this CAFO. For your information, Ms. Kriz's telephone number is (312) 353-6057, and her email address is kriz.judith@epa.gov.; and Mr. Stanuch's telephone number is (312) 886-8044, and his email address is stanuch.terry@epa.gov.

(b). For Respondent:

Edward Polen, President
EMCO Chemical Distributors, Inc.
2100 Commonwealth Avenue
North Chicago, IL 60064

Harvey J. Barnett, Esq.
Law Office of Harvey J. Barnett, Ltd.
55 West Monroe Street, Suite 3200
Chicago, IL 60603

Bruce White, Esq.
Karaganis, White & Magel, Ltd.
414 North Orleans Street, Suite 810
Chicago, IL 60610

39. Following receipt of any report or submittal required pursuant to the SEP or corrective action requirements, the U.S. EPA may take one of the following actions:

(a). accept the report;

(b). reject the report, notify Respondent in writing of deficiencies in the report, and grant Respondent an additional thirty (30) calendar days in which to correct the deficiencies; or

(c). reject the report and seek stipulated penalties in accordance with Section VII of this CAFO.

40. If the U.S. EPA decides to exercise either option (b) or (c) in the paragraph above, or assess stipulated penalties under any provision of this CAFO, Respondent shall have an opportunity to object, in writing, to the U.S. EPA's decision within ten (10) calendar days of receipt of such decision. The U.S. EPA and Respondent shall then have an additional thirty (30) calendar days from the receipt by the U.S. EPA of Respondent's notification of objection to reach agreement regarding this dispute. If an agreement cannot be reached on such issue within this thirty (30) day period, the U.S. EPA shall provide Respondent a written statement of its decision. Respondent shall have the opportunity to appeal any adverse decision to the Chief of the RCRA Branch, U.S. EPA, Region 5, within ten (10) calendar days of receipt of such decision. The decision of the Chief of the RCRA Branch shall be final and binding upon Respondent, and Respondent agrees to comply with any requirements imposed by the U.S. EPA as a result of any such deficiency or

failure to comply with the terms of this CAFO. In the event the SEP is not completed as contemplated herein, as determined by the U.S. EPA, stipulated penalties shall be due and payable by Respondent to the U.S. EPA in accordance with Section VII of this CAFO.

VII. STIPULATED PENALTIES

41. Respondent agrees to be liable for the following stipulated penalties which, if incurred, would be paid in addition to the $52,000 civil penalty payment required by this CAFO.

(a). If the SEP is satisfactorily completed but Respondent's expenditures are less than $200,000, Respondent agrees to pay the difference between $200,000 and its actual expenditures up to a maximum amount of sixty-three thousand six hundred and twenty-three dollars ($63,623).

(b). If the SEP is not satisfactorily completed, as determined by the certification of Respondent's project engineer, Respondent agrees to pay a stipulated penalty of sixty-three thousand six hundred and twenty-three dollars ($63,623).

(c). If the U.S. EPA determines within ninety (90) days of the effective date of this CAFO that:

(i). Respondent is required to perform or develop the SEP pursuant to any Federal, State or local law or regulation; or

(ii). Respondent is funding any aspect of the SEP with any funding provided by a Federal, State, or local grant; or

(iii). that Respondent is required to perform or develop the SEP pursuant to a settlement of any Federal, State, or local enforcement action; or

(iv). Respondent has received, or is presently negotiating to receive, credit in any other enforcement action for the SEP, Respondent agrees to pay a stipulated penalty of sixty-three thousand six hundred and twenty-three dollars ($63,623), and will not be required to complete the SEP.

(e). for failure to comply with any other deadline specified in this CAFO, with the exception of the payment of the $52,000 civil penalty:

Period of Noncompliance	Penalty per violation per day
Days 1 through 14	$ 250
Days 15 through 30	$ 500
Days 31 and beyond	$ 750

42. Stipulated penalties shall begin to accrue on the calendar day after performance is due, and shall continue to accrue through the final day of the completion of the activity.

43. Respondent agrees to pay any stipulated penalty within fifteen (15) calendar days of receipt of a written demand by the U.S. EPA for such penalty. The method of payment shall be in accordance with the payment provisions specified in Section III of this CAFO. Interest and late charges shall also accrue and be paid as specified in Section III of this CAFO.

44. Nothing in this agreement shall be construed as prohibiting, altering or in any way limiting the ability of the U.S. 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.

VIII. EXTENSIONS OF TIME and FORCE MAJURE

45. If any event occurs which causes or may cause delays in Respondent's compliance with any requirement of this CAFO, Respondent agrees to notify the Agency in writing within ten

(10) calendar days of the delay of Respondent's knowledge of the anticipated delay, whichever is earlier. This notice shall describe in detail the anticipated length of the delay, the precise cause or causes of the delay, the measures taken and to be taken by Respondent to prevent or minimize the delay, and the timetable by which those measures will be implemented. Respondent agrees to adopt all reasonable measures to avoid or minimize any such delay. Failure by Respondent to comply with the notice requirements of this paragraph shall render this paragraph void and of no effect as to the particular incident involved and will constitute a waiver of the Respondent's right to request an extension of its obligation under this CAFO based on such incident.

46. If the U.S. EPA agrees that the delay or anticipated delay in compliance with the requirements of this CAFO has been or will be caused by circumstances entirely beyond Respondent's control, the time for performance hereunder may be extended for a period no longer than the delay resulting from such circumstances. In such event, the Parties shall stipulate to such an extension of time.

47. If the U.S. EPA does not agree that a delay in achieving compliance with the requirements of this CAFO has been or will be caused by circumstances beyond Respondent's control, the U.S. EPA will notify Respondent in writing of its decision and any delays in the completion of the requirement in question will not be excused. However, the U.S. EPA asserts that any request by Respondent for an extension of time pursuant to this section shall not be unreasonably denied.

48. The burden of proving that any delay is caused by circumstances entirely beyond Respondent's control shall rest with Respondent. Increased costs or expenses associated with the requirements of this CAFO shall not be a basis for changes in this CAFO or extensions of time

under this section. Delay in achievement of one interim step shall not necessarily justify or excuse delay in achievement of subsequent steps.

IX. OTHER PROVISIONS

49. This CAFO only resolves Respondent's civil liability for the causes of action alleged in the Complaint.

50. Nothing in this CAFO affects Respondent's responsibility to comply with RCRA and other applicable federal, state and local laws, and regulations.

51. Respondent certifies that, to the best of its knowledge, it is presently in full compliance with RCRA.

52. Each party agrees to bear its own costs and fees, including attorney's fees, in the action resolved by this CAFO.

53. This CAFO shall not terminate until the U.S. EPA reviews all of the notifications and reports required to be submitted by Respondent pursuant to this CAFO and determines that Respondent has fully complied with all terms and conditions of this CAFO including, but not limited to, payment of all penalties due and owing, completion of the SEP, and compliance with the corrective action requirements.

54. The information required to be maintained or submitted pursuant to this CAFO is not subject to the Paperwork Reduction Act of 1980, 44 U.S.C. §§ 3501 et seq.

55. Notwithstanding any other provision of this CAFO, the U.S. EPA expressly reserves any and all rights to bring an enforcement action pursuant to Section 7003 of RCRA, 42 U.S.C.

§ 6973, or any other statutory authority should the U.S. EPA find that the handling, storage, treatment, transportation, or disposal of solid waste or hazardous waste at the Facility may present an imminent and substantial endangerment to the public health or the environment.

56. The U.S. EPA also expressly reserves the right to:

(a). take any action authorized under Section 3008 of RCRA, 42 U.S.C. § 6928, for any matters other than violations alleged in the Complaint;

(b). enforce compliance with the applicable provisions of the IAC;

(c). take any action pursuant to 40 C.F.R. Parts 124 and 270; or

(d). enforce compliance with this CAFO.

57. This CAFO constitutes a final disposition of the Complaint filed in this case.

58. This CAFO constitutes the entire settlement agreement between the U.S. EPA and Respondent regarding this matter.

XX. SIGNATORIES

59. Each undersigned representative of a Party to this CAFO certifies that he or she is fully authorized to enter into the terms and conditions of this CAFO and to legally bind such party to this document.

For EMCO Chemical Distributors Inc., North Chicago, IL, Respondent:

9/21/07
Date

Edward Polen
Signature and title

Edward Polen
Printed name

For the United States Environmental Protection Agency, Complainant:

9/25/07
Date

Margaret M. Guerriero, Director
Land and Chemicals Division
U.S. Environmental Protection Agency
Region 5

CONSENT AGREEMENT AND FINAL ORDER

In the Matter of:

EMCO Chemical Distributors, Inc.
2100 Commonwealth Ave.
North Chicago, IL 60064
U.S. EPA ID No. ILD 005 070 495
Docket No. RCRA-05-2007-0006

FINAL ORDER

This Consent Agreement and Final Order, as agreed to by the Parties, shall become effective immediately upon filing with the Regional Hearing Clerk, U.S. EPA, Region 5. This Final Order concludes this proceeding pursuant to 40 C.F.R. §§ 22.18 and 22.31. IT IS SO ORDERED.

9-26-07
Date

Mary A. Gade
Regional Administrator
United States Environmental Protection Agency
Region 5

CONSENT AGREEMENT AND FINAL ORDER

In the Matter of:

EMCO Chemical Distributors, Inc.
2100 Commonwealth Ave.
North Chicago, IL 60064
U.S. EPA ID No. ILD 005 070 495
Docket No. RCRA-05-2007-0006

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ATTACHMENT A - STATEMENT OF WORK

Respondent agrees to undertake the following supplemental environmental project (SEP).

1. Respondent agrees to install a new aboveground piping system at its Facility to connect the truck loading/unloading area to the existing bulk tank storage farm, in accordance with the design specifications of a professional engineer.

2. Respondent agrees to retain the services of a professional engineering firm that specializes in the design and construction of such aboveground piping systems.

3. Once the aboveground piping system is operational, Respondent agrees to drain the existing underground pipes that have been abandoned because of the construction of the new aboveground piping system, and to permanently seal these pipes.

4. Respondent agrees to spend at least two hundred thousand dollars ($200,000) on the design and construction of this aboveground piping system.

5. Respondent agrees to commence construction of this SEP on or about January 1, 2008.

6. Respondent agrees to expedite construction of this SEP so that it is completed within eighteen (18) months of commencement.

7. If Respondent cannot complete construction of the SEP within eighteen (18) months of commencement, Respondent agrees to request extensions of time, as necessary, pursuant to Section VIII of this CAFO.

8. Respondent agrees to submit all reports to the U.S. EPA that are required pursuant to Section IV of this CAFO.

ATTACHMENT "B"