



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

**Region 6**

**1445 Ross Avenue, Suite 1200**

**Dallas, Texas 75202 - 2733**

**MAR 27 2013**

**Certified Mail - Return Receipt Requested # 7011 3500 0000 0360 3254**

Martha Brown, Environmental Health and Safety Manager  
Ennis Paint, Inc. (North Plant)  
115 Todd Court  
Thomasville, NC 27360

**RE: In the Matter of Ennis Paint, Inc. (North Plant)  
Docket No. EPCRA-06-2013-0507**

Dear Ms. Brown:

Enclosed is the fully executed Complaint and Consent Agreement and Final Order (CAFO) filed with the Regional hearing Clerk. From the effective date of the CAFO, Ennis Paint, Inc. (North Plant) has 30 days to make payment of the \$10,334 civil penalty and 90 days to complete the Supplemental Environmental Project. Upon completion of the SEP, Ennis Paint has 2 weeks to submit the SEP Completion Report to EPA. These requirements are set forth in section IV beginning on page 5. The effective date is the date the CAFO is stamped in the top right corner of the document.

If you have any questions, or concerns regarding this matter, please contact Stan Lancaster at 214.665.8034. Your cooperation in the settlement of this case is most appreciated.

Sincerely yours,

A handwritten signature in black ink that reads "David F. Garcia".

David F. Garcia  
Acting Director  
Multimedia Planning and  
Permitting Division

Enclosure (1)

FILED

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UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY  
REGION 6  
DALLAS, TEXAS

REGIONAL HEARING CLERK  
EPA REGION VI

IN THE MATTER OF:

ENNIS PAINT, INC. (NORTH PLANT)  
ENNIS, TEXAS

RESPONDENT

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DOCKET NO. EPCRA-06-2013-0507

**CONSENT AGREEMENT AND FINAL ORDER**

The Director, Multimedia Planning and Permitting Division, United States Environmental Protection Agency (EPA), Region 6 (Complainant), and Ennis Paint, Inc. (hereinafter "Ennis Paint" or "Respondent") in the above-referenced proceeding, hereby agree to resolve this matter through the issuance of this Consent Agreement and Final Order (CAFO).

**I. PRELIMINARY STATEMENT**

1. This proceeding 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), is simultaneously commenced and concluded by the issuance of this CAFO against the Respondent pursuant to 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3).

2. For the purposes of this proceeding, the Respondent admits the jurisdictional allegations herein; however, the Respondent neither admits nor denies the specific factual allegations contained in this CAFO.

3. The Respondent explicitly waives any right to contest the allegations and its right to appeal the proposed Final Order set forth therein, and waives all defenses which have been raised or could have been raised to the claims set forth in the CAFO.

4. Compliance with all the terms and conditions of this CAFO shall resolve only those violations which are set forth herein.

5. The Respondent consents to the issuance of this CAFO, to the assessment and payment of the stated civil penalty in the amount and by the method set forth in this CAFO.

6. The Respondent represents that it is duly authorized to execute this CAFO and that the party signing this CAFO on behalf of the Respondent is duly authorized to bind the Respondent to the terms and conditions of this CAFO.

7. The Respondent agrees that the provisions of this CAFO shall be binding on its officers, directors, employees, agents, servants, authorized representatives, successors, and assigns.

8. The Respondent hereby certifies that as of the date of the execution of this CAFO, Ennis Paint (North Plant) has corrected the violations alleged in this CAFO and is now, to the best of its knowledge, in compliance with all applicable requirements of Section 313 of EPCRA, 42 U.S.C. § 11023, and 40 C.F.R. Part 372.

## **II. STATUTORY AND REGULATORY BACKGROUND**

9. 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) that is an establishment with a primary Standard Industrial Classification (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 Subsection 313(c) of EPCRA and 40 C.F.R. § 372.65, in excess of the threshold quantity established under Subsection 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, 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, processed, or otherwise used” in quantities exceeding the established threshold quantity during that preceding calendar year.

10. 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 are set forth in 40 C.F.R. §§ 372.27 and 372.28.

### **III. FINDINGS OF FACT AND CONCLUSIONS OF LAW**

#### **A. PRELIMINARY ALLEGATIONS**

11. The Respondent is a corporation incorporated under the laws of the State of Texas, and authorized to do business in the State of Texas.

12. The Respondent is a “person” as defined by Section 329(7) of EPCRA, 42 U.S.C. § 11049(7).

13. The Respondent owns and operates the business at 2803 Old Highway 75 North, Ennis, Texas, 75119.

14. Ennis Paint, Inc. (North Plant), identified in Paragraph 13, is a “facility”, as that term is defined by Section 329(4) of EPCRA, 42 U.S.C. § 11049(4), and 40 C.F.R. § 372.3.

15. The Respondent’s facility has ten (10) or more “full-time employees” that term is defined by 40 C.F.R. § 372.3.

16. The Respondent's facility is in NAICS subsector or industry code 325510, paint and coatings manufacturer.

17. Chromium compounds, lead compounds, methanol, toluene and xylene are "toxic chemicals" within the meaning of 40 C.F.R. §§ 372.3 and 372.65.

18. During calendar year 2007 and 2009, the toxic chemicals in paragraph 17 were "manufactured, processed, or otherwise used" as those terms are defined by 40 C.F.R. § 372.3, at the Respondent's facility.

19. On August 12, 2010, an inspection was conducted by a duly authorized representative of EPA, Region 6, on the facility located at 2803 Old Highway 75 North, Ennis, Texas, 75119.

## **B. VIOLATIONS**

### **Count 1-5 – Failure to File Form Rs for Calendar Year 2007**

20. During calendar years 2007, the Respondent "processed" the "toxic chemicals" listed in paragraph 17, at the Respondent's facility, in excess of the applicable threshold quantities.

21. The Respondent failed to file a Form R with EPA and the State of Texas for the "toxic chemicals" listed in paragraph 17 by July 1, 2008, for the 2007.

22. Therefore, the Respondent violated Section 313(a) of EPCRA, 42 U.S.C. § 11023(a), and 40 C.F.R. § 372.30 by failing to submit complete and accurate Form R for chromium compounds, lead compounds, methanol, toluene and xylene for the 2007 calendar year, to EPA and to the State of Texas by July 1, 2008.

**Count 6 – Failure to File Form R for Calendar Year 2009**

23. During calendar year 2009, the Respondent “processed” the xylene at the Respondent’s facility, in excess of the applicable threshold quantities.

24. The Respondent failed to timely file a Form R with EPA and the State of Texas for xylene by July 1, 2010, for the 2009, calendar year (168 days late).

25. Therefore, the Respondent violated Section 313(a) of EPCRA, 42 U.S.C. § 11023(a), and 40 C.F.R. § 372.30 by failing to submit complete and accurate Form R for xylene for calendar year 2009 to EPA and to the State of Texas by July 1, 2010.

**IV. TERMS OF SETTLEMENT**

**A. CIVIL PENALTY**

26. For the reasons set forth above, the Respondent has agreed to pay a civil penalty which has been determined in accordance with Section 325(c) of EPCRA, 42 U.S.C. § 11045(c), which authorizes EPA to assess a civil penalty of up to Thirty-Seven Thousand Five Hundred Dollars (\$37,500) per day for each violation of EPCRA.<sup>1</sup> Upon consideration of the entire record herein, including the Findings of Fact and Conclusions of Law, which are hereby adopted and made a part hereof, and upon consideration of the nature, circumstances, extent and gravity of the alleged violations, and with respect to the Respondent, ability to pay, history of prior EPCRA Section 313 violations, the degree of culpability, agreement to perform a Supplemental

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<sup>1</sup> The amount of penalty that can be assessed under Section 325(c) of EPCRA, 42 U.S.C. § 11045(c) was increased by the Civil Monetary Penalty Inflation Adjustment Rule codified at 40 C.F.R. Part 19 to \$27,500 per day, for violations occurring between January 30, 1997 and March 15, 2004, and \$32,500 per day for violations which occurred between March 15, 2004 and January 12, 2009, and up to \$37,500 per day for violations which occurred after January 12, 2009.

Environmental Project ("SEP"), economic benefit or savings (if any) resulting from the violations, and other factors as justice may require, it is **ORDERED** that Respondent be assessed a civil penalty of **Ten Thousand Three Hundred Thirty-Four Dollars and no cents (\$10,334)**.

27. Respondent consents to the issuance of this Consent Agreement and consents for the purposes of settlement to the payment of the civil penalty cited in the foregoing paragraph and to the performance of a SEP as detailed below.

28. Within thirty (30) days of the effective date of this CAFO, the Respondent shall pay the assessed civil penalty by certified check, cashier's check, or wire transfer, made payable to "Treasurer, United States of America, EPA - Region 6". Payment shall be remitted in one of three (3) ways: regular U.S. Postal Service mail (including certified mail), overnight mail, or wire transfer. For regular U.S. Postal Service mail, U.S. Postal Service certified mail, or U.S. Postal Service express mail, the check(s) should be remitted to:

U.S. Environmental Protection Agency  
Fines and Penalties  
Cincinnati Finance Center  
P.O. Box 979077  
St. Louis, MO 63197-9000

For overnight mail (non-U.S. Postal Service, e.g. Fed Ex), the check(s) should be remitted to:

U.S. Bank  
Government Lockbox 979077 US EPA Fines & Penalties  
1005 Convention Plaza  
SI-MO-C2-GL  
St. Louis, MO 63101  
Phone No. (314) 418-1028

For wire transfer, the payment should be remitted to:

Federal Reserve Bank of New York  
ABA = 021030004

Account = 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"

**PLEASE NOTE: Docket number EPCRA 06-2013-0507 shall be clearly typed on the check, or other method of payment, to ensure proper credit.** If payment is made by check, the check shall also be accompanied by a transmittal letter and shall reference the Respondent's name and address, the case name, and docket number of the CAFO. If payment is made by wire transfer, the wire transfer instructions shall reference the Respondent's name and address, the case name, and docket number of the CAFO. The Respondent shall also send a simultaneous notice of such payment, including a copy of the check and transmittal letter, or wire transfer instructions to the following:

Stan Lancaster  
EPCRA 313 Enforcement  
Toxics Section (6PD-T)  
U.S. EPA, Region 6  
1445 Ross Avenue, Suite 1200  
Dallas, TX 75202-2733;

Lorena Vaughn  
Regional Hearing Clerk (6RC-D)  
U.S. EPA, Region 6  
1445 Ross Avenue, Suite 1200  
Dallas, TX 75202-2733

The Respondent's adherence to this request will ensure proper credit is given when penalties are received by EPA and acknowledged in the Region.



29. The Respondent agrees not to claim or attempt to claim a federal income tax deduction or credit covering all or any part of the civil penalty paid to the United States Treasurer.

30. If Respondent fails to submit payment within thirty (30) days of the effective date of this Order, Respondent may be subject to a civil action pursuant to Section 325(f) of EPCRA, 42 U.S.C. § 11045(f), to collect any unpaid portion of the assessed penalty, together with interest, handling charges and nonpayment penalties as set forth below.

31. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, unless otherwise prohibited by law, EPA will assess interest and late payment penalties on outstanding debts owed to the United States and a charge to cover the costs of processing and handling a delinquent claim. Interest on the civil penalty assessed in this CAFO will begin to accrue thirty (30) days after the effective date of the CAFO and will be recovered by EPA on any amount of the civil penalty that is not paid by the respective due date. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 40 C.F.R. § 13.11(a). Moreover, the costs of the Agency's administrative handling of overdue debts will be charged and assessed monthly throughout the period the debt is overdue. *See* 40 C.F.R. § 13.11(b).

32. EPA will also assess a \$15.00 administrative handling charge for administrative costs on unpaid penalties for the first thirty (30) day period after the payment is due and an additional \$15.00 for each subsequent thirty (30) day period that the penalty remains unpaid. In addition, a penalty charge of up to six percent per year will be assessed monthly on any portion of the debt which remains delinquent more than ninety (90) days. *See* 40 C.F.R. § 13.11(c). Should a penalty charge on the debt be required, it shall accrue from the first day payment is delinquent. *See* 31 C.F.R. § 901.9(d). Other penalties for failure to make a payment may also apply.

33. Description of SEP

a. Respondent shall complete the following SEP which the parties agree is intended to secure significant environmental or public health protection and improvements; or implement or improve emergency planning and preparedness. Not more than thirty (30) days from the effective date of this CAFO, Respondent begin construction of the pollution reduction system at this facility as described in the SEP Scope of Work ("SEPSOW"). The system will include ducting and filter media that will reduce the amount of particulate matter emitted from this facility by an estimated 47.45 tons per year.

b. Respondent shall perform the SEP activities in accordance with the terms and schedule of the SEPSOW specified in Attachment I, and incorporated herein by reference.

34. Cost of the SEP. The total expenditure for the SEP shall be no less than **\$31,004** to purchase and install the ducting and filter system as described in the attached SEPSOW. Respondent shall include documentation of the expenditures made in connection with the SEP as part of the SEP Completion Report.

35. Respondent hereby certifies that, as the date of the Consent Agreement, Respondent 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 any other agreement, grant or as injunctive relief in this or any other case. Respondent further certifies that it has not received, and is not presently negotiating to receive credit in any other enforcement action for this SEP.

36. SEP Reports

a. Respondent shall submit a final SEP Completion Report to EPA within 2 weeks of the completion of this project. The SEP Completion Report shall contain the following information:

- (i) A detailed description of the SEP as implemented;
- (ii) A description of any operating or logistical problems encountered and the solutions thereto;
- (iii) Itemized final costs with copies of receipts for all expenditures;
- (iv) Certification that the SEP has been fully implemented pursuant to the provisions of this CAFO (see Statement of Work, Attachment I, Certification Statement under item C, SEPSOW Completion Report); and
- (v) A description of the environmental, emergency preparedness, and/or public health benefits resulting from implementation of this SEP.

b. Respondent agrees that failure to submit the final SEP Completion Report or any Periodic Report required by subsections listed above shall be deemed a violation of this CAFO and Respondent shall become liable for stipulated penalties pursuant to Paragraph 39.

c. Respondent shall submit all notices and reports required by this CAFO to Stan Lancaster (6PDT), U.S. EPA Region 6, 1445 Ross Avenue, Dallas, TX 75202-2733, by first class mail.

d. In itemizing its costs in the SEP Completion Report, Respondent shall clearly identify and provide acceptable documentation for all eligible SEP costs. Where the SEP Completion Report includes costs not eligible for SEP credit, those costs must be clearly

identified as such. 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.

Canceled 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.

37. Respondent shall maintain legible copies of documentation of the underlying research and data for any and all documents or reports submitted to EPA pursuant to this Consent Agreement and shall provide the documentation of any such underlying research and data to EPA not more than seven days after a request for such information. In all documents or reports, including, without limitation, any SEP reports, submitted to EPA pursuant to this Consent Agreement, Respondent shall, by its officers, sign and certify under penalty of law that the information contained in such document or report is true, accurate, and not misleading by signing the following statement:

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.

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**[name of responsible party]**  
**[title of responsible party]**  
**[facility name]**  
**[facility city/state]**

38. EPA's acceptance of SEP Report.

a. After receipt of the SEP Completion Report described in paragraph 36 a above, EPA will notify the Respondent, in writing, regarding: i) any deficiencies in the SEP Report itself along with a grant of an additional thirty (30) days for Respondent to correct any deficiencies; or (ii) indicate that EPA concludes that the project has been completed satisfactorily or (iii) determine that the project has not been completed satisfactorily and seek stipulated penalties in accordance with paragraph 39 herein.

b. If EPA elects to exercise option (i) above, i.e., if the SEP Report is determined to be deficient but EPA has not yet made a final determination about the adequacy of SEP completion itself, EPA shall permit Respondent the opportunity to object in writing to the notification of deficiency given pursuant to this paragraph within ten (10) days of receipt of such notification. EPA and Respondent shall have an additional thirty (30) days from the receipt by EPA of the notification of objection to reach agreement on changes necessary to the SEP Report. If agreement cannot be reached on any such issue within this thirty (30) day period, EPA shall provide a written statement of its decision on adequacy of the completion of the SEP to Respondent, which decision shall be final and binding upon Respondent. Respondent agrees to comply with any requirements imposed by EPA as a result of any failure to comply with the terms of this CAFO. In the event the SEP is not completed as contemplated herein, as determined by EPA, stipulated penalties shall be due and payable by Respondent to EPA in accordance with paragraph 39 herein.

39. 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 33 above and/or to the extent that the actual expenditures for the SEP do not equal or exceed the cost of the SEP described in paragraph 34 above, Respondent shall be liable for stipulated penalties according to the provisions set forth below:

- (i) Except as provided in subparagraph (ii) immediately below, for a SEP which has not been completed satisfactorily pursuant to this Consent Agreement and Order, Respondent shall pay a stipulated penalty to the United States in the amount of **\$31,004** (75% of the dollar for dollar mitigated penalty of \$41,338).
- (ii) If the SEP is not completed in accordance with paragraphs 33 - 38, but the Complainant determines that the Respondent: a) made good faith and timely efforts to complete the project; and b) certifies, with supporting documentation, that at least 90 percent of the amount of money which was required to be spent was expended on the SEP, Respondent shall not be liable for any stipulated penalty.
- (iii) If the SEP is completed in accordance with paragraphs 33 - 38, but the Respondent spent less than 90 percent of the amount of money required to be spent for the project, Respondent shall pay a

stipulated penalty to the United States in the amount of \$4,134 (10% of the dollar for dollar mitigated penalty of \$41,338).

- (iv) If the SEP is completed in accordance with paragraphs 33 - 38, and the Respondent spent at least 90 percent of the amount of money required to be spent for the project, Respondent shall not be liable for any stipulated penalty.
  - (v) For failure to submit the SEP Completion Report required by paragraph 36(a) above, Respondent shall pay a stipulated penalty in the amount of \$332 for each day after the report was originally due, until the report is submitted.
- b. 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.
- c. Stipulated penalties for subparagraph (v) above 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.
- d. 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 paragraph 28 above. Interest and late charges shall be paid as stated in paragraph 30- 32 herein.
- e. 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.

34. Any public statement, oral or written, in print, film, or other media, made by Respondent making 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 U.S. Environmental Protection Agency for violations of Section 313 of EPCRA."

40. This Consent Agreement and Order shall not relieve Respondent of its obligation to comply with all applicable provisions of federal, state or local law, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state or local permit, nor shall it be construed to constitute EPA approval of the equipment or technology installed by Respondent in connection with the SEP undertaken pursuant to this Agreement.

41. This document is a "Final Order" as that term is defined in the "Enforcement Response Policy for Section 313 of the Emergency Planning and Community Right-to-Know Act (1986) and Section 6607 of the Pollution Prevention Act (1990)," dated August 10, 1992; Amended, April 21, 2001; for the purpose of demonstrating a history of "prior such violations".

**B. RETENTION OF ENFORCEMENT RIGHTS**

42. The EPA does not waive any rights or remedies available to EPA for any other violations by the Respondent of Federal or State laws, regulations, or permitting conditions.

43. Nothing in this CAFO shall relieve the Respondent of the duty to comply with all applicable provisions of Section 313 of EPCRA, 42 U.S.C. § 11023, and 40 C.F.R. Part 372.



44. Except as specifically provided in this CAFO, nothing herein shall limit the power and authority of EPA or the United States to take, direct, or order all actions to protect public health, welfare, or the environment, or prevent, abate or minimize an actual or threatened release of hazardous substances, pollutants, contaminants, hazardous substances on, at or from the Respondent's facility. Furthermore, nothing in this CAFO shall be construed to prevent or limit EPA's civil and criminal authorities, or that of other Federal, State, or local agencies or departments to obtain penalties or injunctive relief under other Federal, State, or local laws or regulations.

**C. COSTS**

45. Each party shall bear its own costs and attorney's fees. Furthermore, the Respondent specifically waives its right to seek reimbursement of its costs and attorney's fees under 5 U.S.C. § 504 and 40 C.F.R. Part 17.

**D. COMPLIANCE**

46. Within thirty (30) days of the effective date of this CAFO, the Respondent shall have submitted the following Form R to EPA and to the State of Texas for Reporting Year 2007: Chromium compounds, lead compounds, methanol, toluene and xylene.

47. The Respondent shall submit the Form Rs, required by Paragraph 46, electronically through EPA's Central Data Exchange (CDX), utilizing the Toxic Release Inventory Program's TRI-MEweb software. Because the State of Texas is part of EPA's State Data Exchange (SDX), it is not necessary to submit a separate copy to the Texas Commission on Environmental Quality

In the Matter of Ennis Paint, Inc. (North Plant) Docket No. EPCRA 06-2013-0507

(TCEQ). After the transmitted copy to EPA is certified, a copy will be automatically forwarded to the TCEQ.

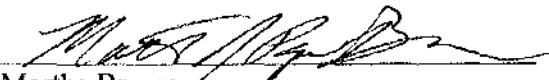
48. The Respondent shall also email certification to Stan Lancaster at the address below that the necessary forms in Paragraph 46 have been transmitted to the EPA reporting center:

Stan Lancaster  
EPCRA 313 Enforcement  
U.S. EPA Region 6  
[lancaster.stan@epa.gov](mailto:lancaster.stan@epa.gov)

**THE UNDERSIGNED PARTIES CONSENT TO THE ENTRY OF THIS CONSENT AGREEMENT AND FINAL ORDER:**

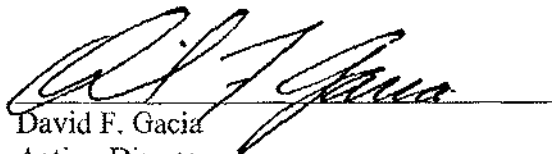
**FOR THE RESPONDENT:**

Date: 3/14/2013

  
Martha Brown,  
Environmental Health and Safety Manager  
Ennis Paint, Inc.  
115 Todd Court  
Thomasville, NC 27360

**FOR THE COMPLAINANT:**

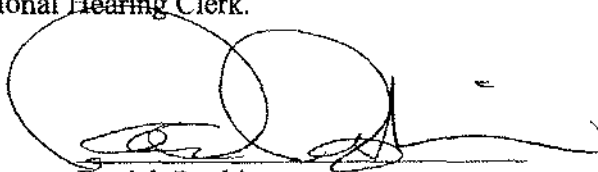
Date: 3/27/13

  
David F. Gacia  
Acting Director  
Multimedia Planning and  
Permitting Division  
U.S. EPA Region 6

**V. 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, 40 C.F.R. Part 22, the foregoing Consent Agreement is hereby ratified. This Final Order shall not in any case affect the right of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law. This Final Order shall resolve only those causes of action alleged in the Consent Agreement. Nothing in this Final Order shall be construed to waive, extinguish or otherwise affect Respondent's (or its officers, agents, servants, employees, successors, or assigns) obligation to comply with all applicable federal, state, and local statutes and regulations, including the regulations that were the subject of this action. The Respondent is ordered to comply with the terms of settlement and the civil penalty payment instructions as set forth in the Consent Agreement. In accordance with 40 C.F.R. § 22.31(b), this Final Order shall become effective upon filing with the Regional Hearing Clerk.

Dated 3-27-13



Patrick Rankin  
Regional Judicial Officer

**CERTIFICATE OF SERVICE**

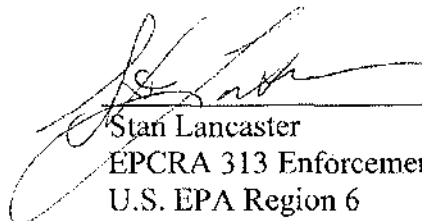
I hereby certify that on the 27 day of March, 2013, the original and one copy of the foregoing Consent Agreement and Final Order (CAFO) was hand delivered to the Regional Hearing Clerk, U.S. EPA - Region 6, 1445 Ross Avenue, Suite 1200, Dallas, Texas 75202-2733, and a true and correct copy of the CAFO was delivered to the following individual(s) by the method indicated below:

**CERTIFIED MAIL - RETURN RECEIPT REQUESTED # 7011 3500 0000 0360 3254**

Martha Brown,  
Environmental Health and Safety Manager  
Ennis Paint, Inc.  
115 Todd Court  
Thomasville, NC 27360

**Via Email (PDF):**

Cynthia J. Bishop  
Environmental Attorney  
Dallas, Texas  
cbishop@cbishoplaw.com

  
\_\_\_\_\_  
Stan Lancaster  
EPCRA 313 Enforcement  
U.S. EPA Region 6  
Dallas, TX 75202

## Attachment 1

### Supplemental Environmental Project Scope of Work (SEPSOW)

**Ennis Paint, Inc.** ("Respondent") has designated Cynthia J. Bishop, counsel for Respondent, as its Project Manager to oversee the implementation of the SEPSOW, to be responsible for providing reports to EPA and to be the primary contact for all other communications to and from EPA in connection with the SEP. Respondent has agreed to provide funds in the amount of no less than \$31,004 for the performance of the SEP activities described below. The SEP is being implemented at the Ennis Paint South Plant located at 1509 South Kaufman Street. The South Plant is located approximately 3 miles south of the North Plant which is where the violations contained in this CAFO occurred. Cost estimates to perform the agreed upon SEP activities are included in this SEPSOW. Actual costs to perform the SEP activities described herein may differ from estimated costs. Should that occur, the fund allocation to the SEP activities will be adjusted accordingly to ensure a total expenditure of \$31,004 for the agreed upon SEP activities, is expended.

#### A. SEPSOW Description

Respondent shall perform the following SEP activities to implement the SEPSOW:

1. Replace the filters on the dust collectors at the Ennis Paint, Texas South Plant. The new filters shall comply with the specifications in Attachment 1.1.
2. Replace the duct work on the dust collectors at the Texas South Plant. The new duct work shall comply with the specifications in Attachment 1.2.

#### B. SEP Implementation Plan

Respondent will complete the SEPSOW within ninety (90) days after the effective date of this CAFO.

#### C. SEPSOW Completion Report

Upon completion of the SEP, a final SEPSOW Completion Report shall be submitted by Respondent to EPA within sixty (60) days after completion of all SEP activities. The SEPSOW Completion Report shall contain the following information:

1. A detailed description of the SEP activities as implemented;
2. A description of any problems encountered and solutions thereto;

3. Itemized costs, documented by copies of the purchase lists, purchase orders and receipts, or canceled checks;
4. A description of the environmental and public health benefits resulting from implementation of the SEP activities (with a quantification of the benefits and pollutant reductions, if feasible).
5. A certification that the SEPSOW has been fully implemented pursuant to the provisions of this CAFO, and;
6. A certification by Respondent's representative who is fully authorized to legally commit and bind Respondent, sign and certify under penalty of law that to the best of Respondent's knowledge the information contained in such document or report is true, accurate, and not misleading by signing the following statement:

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, and to the best of my knowledge, I believe 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.

---

**[name of responsible party]**  
**[title/position]**  
**[name of company]**

**Attachment 1.1**

**Filter Specifications**

**Supplemental Environmental Project Scope of Work**



**Attachment 1.1**

**Filter Specifications**

**Supplemental Environmental Project Scope of Work**

FILTRATION SERVICES GROUP		SALES PROPOSAL	
DATE: September 7, 2012		Jefferson Holley Banks-Flint Corporation	
43655 Utica Rd. Sterling Heights, MI, 48314 Phone # - 586-997-1188 / Fax - 586-997-1199		Ennis, Texas 75119 (972) 351-0222	
Terms: Net 30 Days Expiration Date: 12-30-12		FOB SHIPPING POINT Prepaid and Add	
QTY	DESCRIPTION	UNIT PRICE	EXT. PRICE
	<b>TDC Dust Cartridge</b>		\$
18	10004392 10.438" x 22.375" Open/Closed with 940 Bolt hole Phenolic 4-arm knob. Expanded metal outer, metal helix inner. 103 sf QX Media. Temperature 200F Max.	\$ 64.45	\$ 1,160.10
	<b>AIF Dust Bag</b>		
50	6477-816-264 5-7/8" Dia. X 100" Long. Snap band double head top, circle bottom. Singed Media	\$ 15.79	\$ 789.50
	OR		
50	6477-816-254 5-7/8" Dia. X 100" Long. Snap band double head top, circle bottom. Glazed Media	\$ 15.95	\$ 797.50
80	6477-816-264 5-7/8" Dia. X 72" Long. Snap band double head top, circle bottom. Singed Media	\$ 13.60	\$ 1,088.00
	OR		
80	6145-816-254 5-7/8" Dia. X 72" Long. Snap band double head top, circle bottom. Glazed Media	\$ 13.83	\$ 1,106.40
TDC Lead time (some in stock) 7 business days			
AIF Lead time NOW 3 to 4 weeks. Monthly 1 week			

Small Bl

Yellow

Blue Big

Filters for Dust Collector

Filtration Services Group

yellow dust collector

50 filters

5 7/8" x 100"

\$ 789.50

Blue dust collector

30 filters

5 7/8" x 72"

\$ 1,106.40

Small Blue Dust Collector #1

10.438" x 22.375"

18 filters

\$ 1,160.<sup>00</sup>

Small Blue Dust Collector #2

10.438" x 22.375"

18 filters

\$ 1,160.<sup>00</sup>

4215.90

326.73

4542.63

**Attachment 1.2**

**Duct Work Specifications**

**Supplemental Environmental Project Scope of Work**

ENNIS PAINT, INC.  
REQUEST FOR PURCHASE

Assigned Project # 22051 (to be filled in after approval) Location TXS

Estimated Cumulative Cost Of Asset \$ 83,088.85 Asset Serial No. \_\_\_\_\_

Name Of Requested Asset for Purchase

1) Dust collection overhaul

Description of Asset

1) Reroute all duct collection lines with new duct and hoods. 2) Move dust collector to more efficient location.

Explain Why Asset Is Needed

1) Reduction of dust particals released into the air. 2) Move dust collector to achive maximum air flow. 3) Introduction of dust collection system into areas that are not equipped with them at the present time.

Rick Salinas  
Name Of Requester

December 21, 2012  
Date of Request

Bill Floor  
Name Of Approver

December 21, 2012  
Date of Approval

*If Estimated Cumulative Cost Of Asset Is Greater Than \$5,000.00, The Section Below Must Be Completed*

Comments From Finance Department

\_\_\_\_\_

\_\_\_\_\_  
CFO

\_\_\_\_\_  
Date

\_\_\_\_\_  
COO

\_\_\_\_\_  
Date of Approval



423 S. College Street      Waxahachie, Texas 75165  
P.O. Box 605                Waxahachie, Texas 75168-0605

General Contractors for Industrial and Commercial Construction

Phone 972 / 937-1652    972 / 930-8682    Fax 972 / 923-2517

[dnay@thenaycompany.com](mailto:dnay@thenaycompany.com)

DECEMBER 18, 2012

QUOTATION NO. 201328

**ENNIS PAINT**

**ENNIS, TX 75119**

**ATTENTION: MR. RICK SALINAS**

**DUST COLLECTION SYSTEM**

**ITEM:**

- 1]            **REMOVAL:**
  - A. OLD DUCT WORK FOR FOUR (4) SERVICE LINES
  - B. OLD DUST COLLECTION HOODS
- 2]            **INSTALLATION:**
  - A. DUCT WORK FOR FOUR (4) SERVICE LINES
  - B. DUST COLLECTION HOODS
- 3]            **THE NAY COMPANY** TO SUPPLY ALL BRACKETS, HANGERS, AND MISCELLANEOUS METALS TO COMPLETE THE PROJECT
- 4]            **THE NAY COMPANY** TO SUPPLY SKYTRACK AND ALL EQUIPMENT AND TOOLS NEEDED FOR REMOVAL AND INSTALLATION OF DUST COLLECTION SYSTEM



428 S. College Street Waxahachie, Texas 76165  
P.O. Box 605 Waxahachie, Texas 76166-0605

General Contractors for Industrial and Commercial Construction

Phone 972 / 937-1682 972 / 938-8682 Fax 972 / 923-2517  
dnay@thenaycompany.com

DECEMBER 18, 2012

QUOTATION NO. 201328

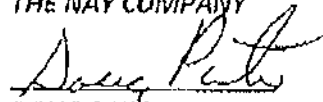
ITEM:

- 5] GENERAL LIABILITY INSURANCE
- 6] BUILDER'S RISK INSURANCE
- 7] SUPERVISION

**PROJECT PROPOSAL \$52,000.00**

(TAX NOT INCLUDED)

SUBMITTED BY:  
THE NAY COMPANY

  
DOUG PATE

ACCEPTED BY:  
ENNIS PAINT

\_\_\_\_\_  
RICK SALINAS



2735 W. Market St.  
Greensboro, NC 27409  
FAX: 1-336-662-0043

3245 Creek Rd. Cincinnati,  
OH 45242 FAX: -1-800-  
944-2156

1750 S. 350 East, F9, 2-B  
Clearfield, UT 84011  
FAX: 1-801-728-6534

Call Toll Free 1-866-562-3828

DATE: 12/17/12

BILL TO:  
CUSTOMER: TEC Engineering  
CONTACT: Harvey Kinsey  
ADDRESS: 15 Upham St., Ste C  
CITY: Mobile  
STATE: AL ZIP: 36697  
PHONE: (770) 571-1356  
FAX:  
EMAIL: harvey@tecongr.com

SHIP INSTRUCTIONS:  
0

SHIP DATE:

SALESPERSON: Jason Bosch

Quote # TEC-B121712-Ennis Hood's

SHIP TO:  
CUSTOMER:  
CONTACT:  
ADDRESS:  
CITY:  
STATE: ZIP:

NOTES:  
0

APPLICATION: Dust

DUCT											
Qty	PT#	DIA	h- n- St d	DESCRIPTION	Std/FL	ADDITIONAL DESCRIPTION	MAT	GA	RETURN?	LIST EA.	TOTAL
3	Special	6"	No n- St d	Y Mixer Hood		14ga -Galv-26" outside diameter with a 16" diameter hole in center. Side takeoff hood with a 6" hose connection. - See Drawing			NR	\$ 636.25	\$ 1,908.75
1	Special	5"	No n- St d	Bulk Bag Transition		14ga -Galv-20" outer diameter with a 6" collar 2" long to the inside. 5 hose connection per drawing at 30deg off 90 pitch - See Drawing			NR	\$ 302.50	\$ 302.50
1	Special	6"	No n- St d	Weigh In Curtain Hood		14ga -Galv-6KB-24" x 18" hood with Curtains on (3) sides per drawing- See Drawing			NR	\$ 753.50	\$ 753.50
3	Special	7"	No n- St d	Cut In Hood		16ga -Galv-7KB-20"x12" with a 2" turnout flange- See Drawing			NR	\$ 280.50	\$ 841.50
3	Special	4"	No n- St d	Option B Hopper Top		16ga -Galv-4hoco-16"x42" with a 2" flange- See Drawing			NR	\$ 489.50	\$ 1,468.50
3	Special	5"	No n- St d	Bagger Hood Slotted		16ga -Galv-6" - 1" slotted Barrel hood with a 30" radius- See Drawing			NR	\$ 550.00	\$ 1,650.00
3	Special	6"	No n- St d	Bagger Hood Tran		16ga -Galv-6"-50"x6" Transition Option for the Bagger- See Drawing			NR	\$ 346.50	\$ 1,039.50
Duct Sub Total										\$	7,664.25
Sub Total										\$	7,664.25
Total										\$	7,664.25



TEC-BT21712-ERIE HOODS

Terms Net 30 days

Quote Sheet Revised 12/19/2012

TOTAL BILLING	\$ 7,664.25
<small>Excluding freight</small>	

This quote is good for 21 days. Please confirm pricing before ordering. Volatility in the metal markets and the increasing price and demand for scrap, the prices quoted are subject to change. A surcharge may have been added to offset the additional cost of metal. Pricing including any discounted pricing, is offered based UPON PAYMENT WITHIN TERMS- 30 DAYS UNLESS OTHERWISE ARRANGED. Failure to pay within terms may be subject to financing charges or changes in the discount.

ALL PRICES ARE OFFERED BASED UPON THE AGREEMENT TO PAY WITHIN TERMS. INVOICES NOT PAID WITHIN TERMS WILL BE ASSESS 1.5% PER MONTH. YOUR SIGNATURE BELOW SIGNIFIES THAT YOU HAVE LOOKED OVER THE QUOTE AND AUTHORIZE THE SHIPMENT OF PARTS LISTED AND THE PRESCRIBED TERMS.

Signature:

Date:



3735 W. Market St.  
Greensboro, NC 27406  
FAX: 1-336-663-0043

6245 Creek Rd. Cincinnati,  
OH 45242 FAX: -1-800-  
944-2156

1750 S. 350 East, P3, 2-B  
Clearfield, UT 84011  
FAX: 1-801-728-6534

Call Toll Free 1-866-562-3828

DATE: 12/03/12

BILL TO:  
CUSTOMER: ENNIS TRAFFIC  
CONTACT: Rick Salinas  
ADDRESS: 1509 South Kaufman St.  
CITY: Ennis  
STATE: TX ZIP: 77549

PHONE: 300-331-0118  
FAX:  
EMAIL: rsalinas@ennistraffic.com

SHIP INSTRUCTIONS:  
0

SHIP DATE:  
SALESPERSON: Heidi Cole

Quote #: Ennis Traffic 12032012 Y Mixer

SHIP TO:  
CUSTOMER:  
CONTACT:  
ADDRESS:  
CITY:  
STATE: TX

NOTES:  
Y-MIXER

APPLICATION: Dust

DUCT												
Qty	PT #	DI	en-S	DESCRIPTION	End/Ft.	ADDITIONAL DESCRIPTION	MAT	GA	RETURN?	PRICE EA.	TOTAL	
3	11005	5"		5' Duct	R	Rolled Lip Clamp Together Duct	GV	24	Y	\$ 27.00	\$ 81.00	
10	11005	5"		5' Duct	R	Rolled Lip Clamp Together Duct	GV	24	Y	\$ 33.00	\$ 330.00	
3	11007	7"		5' Duct	R	Rolled Lip Clamp Together Duct	GV	22	Y	\$ 40.50	\$ 121.50	
4	11005	5"		5' Duct	R	Rolled Lip Clamp Together Duct	GV	22	Y	\$ 49.30	\$ 197.20	
7	11007	10"		5' Duct	R	Rolled Lip Clamp Together Duct	GV	22	Y	\$ 52.90	\$ 370.30	
4	11007	12"		5' Duct	R	Rolled Lip Clamp Together Duct	GV	22	Y	\$ 63.70	\$ 254.80	
5	11007	15"		5' Duct	R	Rolled Lip Clamp Together Duct	GV	20	Y	\$ 105.80	\$ 529.00	
3	11005	5"		11" Adjustable Sleeve	R	w/ Buna N O-Ring			Y	\$ 14.70	\$ 44.10	
4	11006	5"		11" Adjustable Sleeve	R	w/ Buna N O-Ring			Y	\$ 14.90	\$ 59.60	
2	11007	7"		11" Adjustable Sleeve	R	w/ Buna N O-Ring			Y	\$ 18.20	\$ 36.40	
1	11009	5"		11" Adjustable Sleeve	R	w/ Buna N O-Ring			Y	\$ 19.50	\$ 19.50	
1	11010	10"		11" Adjustable Sleeve	R	w/ Buna N O-Ring			Y	\$ 19.50	\$ 19.50	
1	11012	12"		11" Adjustable Sleeve	R	w/ Buna N O-Ring			Y	\$ 22.40	\$ 22.40	
3	12305.90	5"		90 deg E-1.5D Slitch Welded	R		GV	22	Y	\$ 47.60	\$ 142.80	
3	12306.90	5"		90 deg E-1.5D Slitch Welded	R		GV	22	Y	\$ 57.40	\$ 172.20	
1	12007.90	7"		90 deg E-1.5D Gore/Segment	R	Gore Locked Segment	GV	20	Y	\$ 52.60	\$ 52.60	
1	12012.90	12"		90 deg E-1.5D Gore/Segment	R	Gore Locked Segment	GV	20	Y	\$ 149.30	\$ 149.30	
3	12016.90	16"		90 deg E-1.5D Gore/Segment	R	Gore Locked Segment	GV	18	Y	\$ 186.20	\$ 558.60	
3	12304.45	4"		45 deg E-1.5D Slitch Welded	R		GV	22	Y	\$ 43.00	\$ 129.00	
2	12306.45	6"		45 deg E-1.5D Slitch Welded	R		GV	22	Y	\$ 51.70	\$ 103.40	
2	12207.45	7"		45 deg E-1.5D Slitch Welded	R		GV	22	Y	\$ 53.90	\$ 107.80	
5	13004	4"		Std Forever Clamp		Std Clmp/BUNA-N Gasket	SS		Y	\$ 8.30	\$ 41.50	
15	13005	5"		Std Forever Clamp		Std Clmp/BUNA-N Gasket	SS		Y	\$ 8.80	\$ 132.00	
28	13006	5"		Std Forever Clamp		Std Clmp/BUNA-N Gasket	SS		Y	\$ 9.20	\$ 257.60	
14	13007	7"		Std Forever Clamp		Std Clmp/BUNA-N Gasket	SS		Y	\$ 9.70	\$ 135.80	
6	13009	9"		Std Forever Clamp		Std Clmp/BUNA-N Gasket	SS		Y	\$ 10.50	\$ 63.00	
11	13010	10"		Std Forever Clamp		Std Clmp/BUNA-N Gasket	SS		Y	\$ 11.10	\$ 122.10	
7	13012	12"		Std Forever Clamp		Std Clmp/BUNA-N Gasket	SS		Y	\$ 12.20	\$ 85.40	
14	13016	16"		Std Forever Clamp		Std Clmp/BUNA-N Gasket	SS		Y	\$ 14.50	\$ 203.00	
3	14007.45	7"		45 deg Branch-Std	R	7KB-5KB-4KB	GV	18	NR	\$ 169.90	\$ 509.70	
1	14009.45	9"		45 deg Branch-Std	R	9KB-6KB-6KB	GV	18	NR	\$ 117.60	\$ 117.60	
1	14010.45	10"		45 deg Branch-Std	R	10KB-8KB-8KB	GV	18	NR	\$ 126.60	\$ 126.60	
1	14012.45	12"		45 deg Branch-Std	R	12KB-10KB-7KB	GV	18	NR	\$ 139.40	\$ 139.40	

1	114010.45	10"	45 deg Branch-Std	R	10KB-10KB-7KB	Gv	18	NR	\$ 125.60	\$ 125.60
1	114015.45	15"	45 deg Branch-Std	R	16KB-12KB-10KB	Gv	18	NR	\$ 188.30	\$ 188.30
3	115004	4"	Adapter	R	KB TO ID	Gv	24	NR	\$ 17.90	\$ 59.70
3	115005	5"	Adapter	R	KB TO ID	Gv	24	NR	\$ 20.10	\$ 60.30
3	115006	5"	Adapter	R	KB TO ID	Gv	24	NR	\$ 24.40	\$ 73.20
1	115016	15"	Adapter	R	A" to B"-Specify raw end	Gv	20	NR	\$ 36.10	\$ 36.10
3	115204	4"	Hose Adapter	R	KB TO HOSE	Gv	24	Y	\$ 19.50	\$ 58.50
3	115205	5"	Hose Adapter	R	KB TO HOSE	Gv	24	Y	\$ 21.20	\$ 63.60
3	115206	5"	Hose Adapter	R	KB TO HOSE	Gv	24	Y	\$ 28.40	\$ 85.20
1	116010	10"	Reducer	R	10" KB TO 7" KB	Gv	18	NR	\$ 54.90	\$ 54.90
3	112007	7"	Cut-Off Pul	R	KB TO KS	Gv		Y	\$ 54.20	\$ 162.60
2	ISP - 6"	6"	1/2" PIPE @ 5' LONG	R	HOSE TO HOSE PER REQUEST	Gv		NR	\$ 59.40	\$ 118.80
15	118304	4"	Black Rubber Hose					Y	\$ 6.90	\$ 103.50
15	118305	5"	Black Rubber Hose					Y	\$ 7.30	\$ 109.50
35	118306	6"	Black Rubber Hose					Y	\$ 8.20	\$ 287.00
5	117204	4"	Worm Clamp			SS		Y	\$ 3.70	\$ 22.20
5	117205	5"	Worm Clamp			SS		Y	\$ 4.80	\$ 28.20
12	117206	6"	Worm Clamp			SS		Y	\$ 5.00	\$ 60.00
Duct Sub Total										\$ 7,496.60
Sub Total									\$	7,496.60

Total	12	7,496.60
-------	----	----------

Enns Traffic 12092012 Y Mail

Terms Net 30 days

Quote Sheet Revised 11/15/2012

<b>TOTAL BILLING</b>	\$ 7,496.60
Excluding freight	

This quote is good for 30 days. Please confirm ordering before ordering. Volatility in the metal markets and the increasing price and demand for scrap, the prices quoted are subject to change. A surcharge may have been added to offset the additional cost of metal pricing, including any discounted pricing, is stated based UPON PAYMENT WITHIN TERMS- 30 DAYS UNLESS OTHERWISE ARRANGED. Failure to pay within terms may be subject to financing charges or charges in the discount.

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Signature:

Date:



8735 W. Market St.  
Greensboro, NC 27409  
FAX: 1-336-562-0043

6245 Creek Rd. Cincinnati,  
OH 45242 FAX: 1-800-  
944-2156

1750 S. 350 East, FS, 2-B  
Clearfield, UT 84011  
FAX: 1-801-728-3504

Call Toll Free 1-866-562-3823

DATE: 12/03/12

BILL TO:  
CUSTOMER: ENNIS TRAFFIC  
CONTACT: Rick Salinas  
ADDRESS: 1509 South Kaufman St.  
CITY: Ennis  
STATE: TX ZIP: 07519

PHONE: 800-331-3118  
FAX:  
EMAIL: rsalinas@ennistraffic.com

SHIP INSTRUCTIONS:  
0

SHIP DATE:

SALESPERSON: Heidi Cole

Quote # Ennis Traffic 120312 KC CUT IN

SHIP TO:  
CUSTOMER:  
CONTACT:  
ADDRESS:  
CITY:  
STATE: TX ZIP:

NOTES:  
CUT IN SYSTEM

APPLICATION: Dust

DUCT											
QTY	PT.#	DIA	IN-S	DESCRIPTION	END/PL	ADDITIONAL DESCRIPTION	MAT	GA	RETURN?	PRICE EA.	TOTAL
2	10004	4"		IS Duct	R	Roller Lip Clamp Together Duct	GN	24	Y	\$ 25.10	\$ 50.20
12	10008	8"		IS Duct	R	Roller Lip Clamp Together Duct	GN	22	Y	\$ 45.40	\$ 544.80
3	10012	12"		IS Duct	R	Roller Lip Clamp Together Duct	GN	22	Y	\$ 63.10	\$ 189.30
8	10014	14"		IS Duct	R	Roller Lip Clamp Together Duct	GN	20	Y	\$ 81.60	\$ 652.80
2	11004	4"		11" Adjustable Sleeve	R	w/ Buna N O-Ring			Y	\$ 14.10	\$ 28.20
2	11007	7"		11" Adjustable Sleeve	R	w/ Buna N O-Ring			Y	\$ 18.20	\$ 36.40
1	11012	12"		11" Adjustable Sleeve	R	w/ Buna N O-Ring			Y	\$ 22.40	\$ 22.40
2	11014	14"		11" Adjustable Sleeve	R	w/ Buna N O-Ring			Y	\$ 30.40	\$ 60.80
3	12002.90	8"		90 deg El- 1.5D- Gored/Segmented	R	Gore Locked Segment	GN	20	Y	\$ 142.70	\$ 338.10
3	12014.90	14"		90 deg El- 1.5D- Gored/Segmented	R	Gore Locked Segment	GN	18	Y	\$ 175.30	\$ 525.90
3	12304.45	4"		45 deg El- 1.5D- Stitch Welded	R	Gore Locked Segment	GN	22	Y	\$ 43.00	\$ 129.00
3	12307.45	7"		45 deg El- 1.5D Gored/Segmented	R	Gore Locked Segment	GN	20	Y	\$ 73.40	\$ 220.20
2	12006.45	6"		45 deg El- 1.5D Gored/Segmented	R	Gore Locked Segment	GN	20	Y	\$ 79.30	\$ 158.60
15	13004	4"		Std Forever Clamp		Std Clamp/BUNA-N Gasket	SS		Y	\$ 8.30	\$ 107.99
17	13007	7"		Std Forever Clamp		Std Clamp/BUNA-N Gasket	SS		Y	\$ 9.70	\$ 166.79
22	13008	8"		Std Forever Clamp		Std Clamp/BUNA-N Gasket	SS		Y	\$ 9.90	\$ 227.70
5	13012	12"		Std Forever Clamp		Std Clamp/BUNA-N Gasket	SS		Y	\$ 12.20	\$ 61.00
15	13014	14"		Std Forever Clamp		Std Clamp/BUNA-N Gasket	SS		Y	\$ 13.40	\$ 201.00
3	14008.45	8"		45 deg Branch-Std	R	2K5-4K5-7K5	GN	18	NR	\$ 112.40	\$ 337.20
7	14012.45	12"		45 deg Branch-Std	R	12K5-8K5-9K5	GN	18	NR	\$ 136.40	\$ 954.80
1	14014.45	14"		45 deg Branch-Std	R	14K5-12K5-8K5	GN	18	NR	\$ 163.90	\$ 163.90
3	15004	4"		Adapter	R	KB TO ID	GN	24	NR	\$ 17.90	\$ 53.70
3	15007	7"		Adapter	R	KB TO ID	GN	22	NR	\$ 25.20	\$ 75.60
1	15014	14"		Adapter	R	A" to B"- Specific row end	GN	20	NR	\$ 34.80	\$ 34.80
3	15204	4"		Hose Adapter	R	HOSE - KB	GN	24	Y	\$ 19.50	\$ 58.50
3	15207	7"		Hose Adapter	R	HOSE - KB	GN	22	Y	\$ 27.80	\$ 83.40
3	18008	8"		Out-O's Full	R	KB - KB	GN		Y	\$ 54.10	\$ 162.30
15	18204	4"		Black Rubber Hose					Y	\$ 8.90	\$ 133.50
10	18307	7"		Black Rubber Hose					Y	\$ 9.45	\$ 94.50
8	17204	4"		Worm Clamp					Y	\$ 3.70	\$ 29.60
5	17208	8"		Worm Clamp					Y	\$ 5.30	\$ 26.50
Duct Sub Total										\$	5,057.10
Sub Total										\$	5,057.10

Total	10	5,057.10
-------	----	----------

Price Table 120012 HC CUT

Terms Net 30 days

Quote Sheet Revised 1/15/2012

<b>TOTAL BILLING</b>	\$ 5,057.10
Excluding freight	

This quote is good for 21 days. Please confirm pricing before ordering. Volatility in the metal markets and the increasing price and demand for steel, the prices quoted are subject to change. A surcharge may have been added to offset the additional cost of materials. Prices including any discounts quoted are offered based UPON PAYMENT WITHIN TERMS, 30 DAYS UNLESS OTHERWISE ARRANGED. Failure to pay within terms may be subject to 300000  
percent of charges in the amount.

ALL PRICES ARE OFFERED BASED UPON THE AGREEMENT TO PAY WITHIN TERMS. INVOICES NOT PAID WITHIN TERMS WILL BE ASSESS 1.5% PER MONTH. YOUR SIGNATURE BELOW SIGNIFIES THAT YOU HAVE LOOKED OVER THE QUOTE AND AUTHORIZE THE SHIPMENT OF PARTS LISTED AND THE PRESCRIBED TERMS.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



8735 W. Market St.  
Greensboro, NC 27409  
FAX: 1-336-668-0043

6245 Creek Rd. Cincinnati,  
OH 45242 FAX: -1-800-  
944-2156

1750 S. 350 East, F9, 2-B  
Clearfield, UT 84011  
FAX: 1-801-728-5534

Call Toll Free 1-866-562-3828

DATE: 12/03/12

BILL TO:  
CUSTOMER: ENNIS TRAFFIC  
CONTACT: Rick Salinas  
ADDRESS:  
1509 South Kaufman St.  
CITY: Ennis  
STATE: TX ZIP: 07519  
PHONE: 800-331-8118  
FAX:  
EMAIL: rsalinas@ennistraffic.com

SHIP INSTRUCTIONS:  
0

SHIP DATE:

SALESPERSON: Heidi Cole

Quote # Ennis Traffic 120312 TEC

SHIP TO:  
CUSTOMER:  
CONTACT:  
ADDRESS:  
CITY:  
STATE: ZIP:

NOTES:  
Bagger System

APPLICATION: Dust

DUCT											
Qty	PT #	DIA	Ln-S	DESCRIPTION	End/FL	ADDITIONAL DESCRIPTION	MAT	GA	RETURN?	PRICE EA.	TOTAL
12	10004	4"		5' Duct	R	Rolled Lip Clamp Together Duct	Glv	24	Y	\$ 25.10	\$ 301.20
3	10006	6"		5' Duct	R	Rolled Lip Clamp Together Duct	Glv	24	Y	\$ 33.00	\$ 99.00
7	10008	8"		5' Duct	R	Rolled Lip Clamp Together Duct	Glv	22	Y	\$ 45.40	\$ 317.80
7	11004	4"		11" Adjustable Sleeve	R	w/ Buna N O-Ring			Y	\$ 14.10	\$ 98.70
1	11006	6"		11" Adjustable Sleeve	R	w/ Buna N O-Ring			Y	\$ 14.90	\$ 14.90
2	11008	8"		11" Adjustable Sleeve	R	w/ Buna N O-Ring			Y	\$ 18.40	\$ 36.80
7	12304.90	4"		90 deg EI- 1.5D- Stitch Welded	R		Glv	22	Y	\$ 44.60	\$ 312.20
2	12008.90	8"		90 deg EI- 1.5D- Gored/Segmented	R	Gore Locked Segment	Glv	20	Y	\$ 112.70	\$ 225.40
2	12304.45	4"		45 deg EI- 1.5D- Stitch Welded	R		Glv	22	Y	\$ 49.00	\$ 98.00
1	12306.45	6"		45 deg EI- 1.5D- Stitch Welded	R		Glv	22	Y	\$ 51.70	\$ 51.70
31	13004	4"		Std 'Forever' Clamp		Std Clmp/BUNA-N Gasket	SS		Y	\$ 8.30	\$ 257.30
5	13006	6"		Std 'Forever' Clamp		Std Clmp/BUNA-N Gasket	SS		Y	\$ 9.20	\$ 55.20
13	13008	8"		Std 'Forever' Clamp		Std Clmp/BUNA-N Gasket	SS		Y	\$ 9.90	\$ 128.70
1	14006.45	6"		45 deg Branch-Std	R	8KB-4kb-4kb	Glv	18	NR	\$ 108.00	\$ 108.00
1	14008.45	8"		45 deg Branch-Std	R	8KB-6kb-4kb	Glv	18	NR	\$ 112.40	\$ 112.40
1	15008	8"		Adapter	R	KB - ID	Glv	22	NR	\$ 27.30	\$ 27.30
3	15204	4"		Hose Adapter	R	HOSE - KB	Glv	24	Y	\$ 19.50	\$ 58.50
15	16304	4"		Black Rubber Hose					Y	\$ 6.90	\$ 103.50
3	17204	4"		Worm Clamp			SS		Y	\$ 3.70	\$ 22.20
Duct Sub Total										\$	2,416.80
Sub Total										\$	2,416.80

Total	\$	2,416.80
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Ernis Traffic 120312 TEC

Terms Net 30 days

Quote Sheet Revised 11/15/2012

<b>TOTAL BILLING</b> Excluding freight	\$ 2,416.80
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This quote is good for 21 days. Please confirm pricing before ordering. Volatility in the metal markets and the increasing price and demand for scrap, the prices quoted are subject to change. A surcharge may have been added to offset the additional cost of metal. Pricing, including any discounted pricing, is offered based UPON PAYMENT WITHIN TERMS- 30 DAYS UNLESS OTHERWISE ARRANGED. Failure to pay within terms may be subject to financing charges or changes in the discount.

ALL PRICES ARE OFFERED BASED UPON THE AGREEMENT TO PAY WITHIN TERMS. INVOICES NOT PAID WITHIN TERMS WILL BE ASSESS 1.5% PER MONTH. YOUR SIGNATURE BELOW SIGNIFIES THAT YOU HAVE LOOKED OVER THE QUOTE AND AUTHORIZE THE SHIPMENT OF PARTS LISTED AND THE PRESCRIBED TERMS.

Signature:

Date:



8735 W. Market St.  
Greensboro, NC 27409  
FAX: 1-336-668-0043

6245 Creek Rd. Cincinnati,  
OH 45242 FAX: -1-800-  
944-2156

1750 S. 350 East, F9, 2-6  
Clearfield, UT 84011  
FAX: 1-801-726-6534

Call Toll Free 1-866-562-3828

DATE: 12/03/12

BILL TO:  
CUSTOMER: ENNIS TRAFFIC  
CONTACT: Rick Salinas  
ADDRESS:  
1505 South Kaufman St  
CITY: Ennis  
STATE: Tx ZIP: 07519  
PHONE: 800-331-3118  
FAX:  
EMAIL: rsalinas@ennistraffic.com

SHIP INSTRUCTIONS:  
0

SHIP DATE:

SALESPERSON: Heidi Cole

Quote # Ennis Traffic 12032012 Weigh Up

SHIP TO:  
CUSTOMER:  
CONTACT:  
ADDRESS:  
CITY:  
STATE: ZIP

NOTES:  
WEIGH UP

APPLICATION: Dust

DUCT											
Qty	PT #	DIA	Len	DESCRIPTION	End/FL	ADDITIONAL DESCRIPTION	MAT	GA	RETURN?	PRICE EA	TOTAL
3	10005	5"		5' Duct	R	Rolled Lip Clamp Together Duct	Glv	24	Y	\$ 27.60	\$ 82.80
4	10006	6"		5' Duct	R	Rolled Lip Clamp Together Duct	Glv	24	Y	\$ 33.00	\$ 132.00
9	10008	8"		5' Duct	R	Rolled Lip Clamp Together Duct	Glv	22	Y	\$ 45.40	\$ 408.60
1	11005	5"		11" Adjustable Sleeve	R	w/ Buna N O-Ring			Y	\$ 14.70	\$ 14.70
1	11006	6"		11" Adjustable Sleeve	R	w/ Buna N O-Ring			Y	\$ 14.90	\$ 14.90
2	11008	8"		11" Adjustable Sleeve	R	w/ Buna N O-Ring			Y	\$ 18.40	\$ 36.80
1	12306.90	6"		90 deg EL-1.5D- Stitch Welded	R		Glv	22	Y	\$ 57.40	\$ 57.40
2	12006.90	8"		90 deg EL-1.5D- Gored/Segmented	R	Gore Locked Segment	Glv	20	Y	\$ 112.70	\$ 225.40
2	12306.45	6"		45 deg EL-1.5D- Stitch Welded	R		Glv	22	Y	\$ 51.70	\$ 103.40
7	13005	5"		Std 'Forever' Clamp		Std Clmp/BUNA-N Gasket	SS		Y	\$ 8.60	\$ 61.60
10	13006	6"		Std 'Forever' Clamp		Std Clmp/BUNA-N Gasket	SS		Y	\$ 9.20	\$ 92.00
15	13008	8"		Std 'Forever' Clamp		Std Clmp/BUNA-N Gasket	SS		Y	\$ 9.90	\$ 148.50
1	14008.45	8"		45 deg Branch-Std	R	8KB-5KB-6KS	Glv	18	NR	\$ 112.40	\$ 112.40
1	15006	6"		Adapter	R	KB TO ID	Glv	24	NR	\$ 24.40	\$ 24.40
1	15008	8"		Adapter	R	A" to B"- Specify raw end	Glv	22	NR	\$ 27.30	\$ 27.30
2	15205	5"		Hose Adapter	R	1 @ HOSE - ID . 1 @ KB TO HOSE	Glv	24	Y	\$ 21.80	\$ 43.60
1	18005	5"		Cut-Offs Full	R		Glv		Y	\$ 33.40	\$ 33.40
1	18006	6"		Cut-Offs Full	R		Glv		Y	\$ 43.80	\$ 43.80
3	18303	3"		Black Rubber Hose					Y	\$ 5.50	\$ 16.50
2	17205	5"		Worm Clamp			SS		Y	\$ 4.80	\$ 9.60



50	17100.3	#3	K-wick Hanger #3-15' cable			Y	S	15.30	S	765.00	
Duct Sub Total										S	2,454.10
										S	2,454.10

nnis Traffic 12032012 Weigh U

Terms Net 30 days

Quote Sheet Revised 11/15/2012

<b>TOTAL BILLING</b>	
Excluding freight	\$ 2,454.10

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Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Christian McCoy

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**From:** Bill Floor  
**Sent:** Friday, December 21, 2012 8:50 AM  
**To:** Christian McCoy  
**Cc:** Rick Salinas  
**Subject:** RFP TXS - Dust Collector Overhaul  
**Attachments:** Dust Collector Proposal.pdf; RFP Dust Collector Overhaul.xls

Christian,  
Please see the attached approved RFP for a dust collection system in TXS. This will be invoiced 2012. Please provide project#/coding detail to Rick and me.

Thank you,

**Bill Floor**  
Manufacturing Director (USA, Canada)  
**Ennis-Flint**  
1855 Plymouth Road N.W.  
Atlanta, GA 30318  
770-361-0044 Cell  
800-331-8118, ext. 4149 Office  
[bfloor@ennistrffic.com](mailto:bfloor@ennistrffic.com)  
[www.ennistrffic.com](http://www.ennistrffic.com)



If it makes Cent\$, then **DO IT!!!**  
S.T.O.P. and think - **S**afety **T**hroughout **O**ur **P**lant  
S.T.E.P. because - **S**afety **T**akes **E**very **P**erson  
A.B.C. because safety is as simple as - **A**lways **B**e **C**areful

<b>Asset Project #</b>	<b>Project Description</b>	<input type="checkbox"/> Canada	<input type="checkbox"/> UK	<input type="checkbox"/> IPS	<b>Plant</b>
2207	Dust Collection				Texas South
<b>Requested By</b>	Rick Salinas	<b>Type of Project</b>			New
<b>Approved By</b>	Bill Floor	<b>Estimated Cost</b>			83,088.85
<b>Approval Date</b>	12/21/2012	<input type="checkbox"/> Note	<b>Actual Total Cost</b>		
<b>Account Numb</b>		<input type="checkbox"/> Capital Lease	<b>Difference In Est Cost</b>		

<b>Completed</b>	<input type="checkbox"/>	<b>Completion Date</b>	<b>Date Placed in Service</b>	<b>Total Cost</b>
				0.00

**Vehicle Information**