

EPA ENFORCEMENT ACCOUNTS RECEIVABLE CONTROL NUMBER FORM FOR ADMINISTRATIVE ACTIONS

This form was originated by Wanda I. Santiago for Steven C. Schlang 1/24/13
Name of Case Attorney Date

in the ORC (RAA) at 918-1113
Office & Mail Code Phone number

Case Docket Number EPCRA-01-2012-0058

Site-specific Superfund (SF) Acct. Number _____

This is an original debt This is a modification

Name and address of Person and/or Company/Municipality making the payment:

5N Plus
515 Commerce Drive
Fairfield, CT 06825

Total Dollar Amount of Receivable \$ 13,250 Due Date: 2/23/13

SEP due? Yes No Date Due _____

Installment Method (if applicable)

INSTALLMENTS OF:

- 1st \$ _____ on _____
- 2nd \$ _____ on _____
- 3rd \$ _____ on _____
- 4th \$ _____ on _____
- 5th \$ _____ on _____

For RHC Tracking Purposes:

Copy of Check Received by RHC _____ Notice Sent to Finance _____

TO BE FILLED OUT BY LOCAL FINANCIAL MANAGEMENT OFFICE:

IFMS Accounts Receivable Control Number _____

If you have any questions call: _____
in the Financial Management Office

Phone Number

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION I
5 Post Office Square Suite 100
Boston, MA 02109

Steven C. Schlang
Enforcement Counsel
617-918-1773 (phone)
617-918-1809 (fax)

RECEIVED
JAN 24 2013
EPA ORC WS
Office of Regional Hearing Clerk

January 24, 2013

Wanda I. Santiago
Regional Hearing Clerk
U.S. Environmental Protection Agency
Region 1
5 Post Office Square
Mail Code – ORA18-1
Boston, Massachusetts 02109-3912

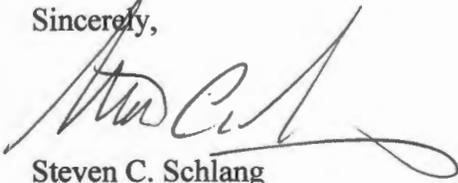
Re: In the Matter of: 5N Plus (formerly MCP Metal Specialties), Inc.
Docket Number: EPCRA-01-2012-0058

Dear Ms. Santiago,

Please find enclosed for filing an original and one copy of the Consent Agreement and Final Order and Certificate of Service pertaining to the above-matter.

Please do not hesitate to contact me should you have any questions regarding the enclosed.

Sincerely,



Steven C. Schlang

cc: Attorney Andrew Lord
Chris Rascher, EPA
Jim Gaffey, EPA

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1**

In the Matter of:)
)
5N Plus (formerly MCP Metal)
Specialties), Inc.)
515 Commerce Drive)
Fairfield, CT 06825)
)
Respondent.)
)
Proceeding under Section 325(c) of the)
Emergency Planning and Community)
Right-to-Know Act, 42 U.S.C. § 11045(c))
)

Docket No. EPCRA-01-2012-0058

CERTIFICATE OF SERVICE

I certify that the foregoing Consent Agreement and Final Order (CAFO) was sent to the following persons, in the manner specified, on the date below:

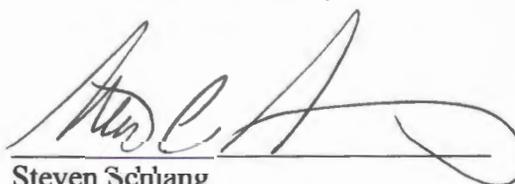
Original and one copy
hand-delivered:

Wanda Santiago
Regional Hearing Clerk
U.S. EPA, Region 1
5 Post Office Square (Mail Code ORA 18-1)
Boston, MA 02109-3912

Copy of CAFO
By Certified Mail:

Mr. Andrew W. Lord
Murtha Cullina LLP
City Place 1
185 Asylum Street
Hartford, CT 06103-3469

Dated: 1/24/13



Steven Schiang
Senior Enforcement Counsel
U.S. EPA, Region 1
Office of Environmental Stewardship
5 Post Office Square, Suite 100
(Mail Code OES 04-4)
Boston, MA 02109-3912
Tel: (617) 918-1773
Fax: (617) 918-1810

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1
BEFORE THE ADMINISTRATOR

RECEIVED
JAN 24 2013
EPA ORC
Office of Regional Hearing Clerk

_____))
In the matter of))
5N Plus (formerly MCP Metal))
Specialties), Inc.))
515 Commerce Drive))
Fairfield, CT 06825,))
))
Respondent.))
_____)

Docket No: EPCRA-01-2012-0058

CONSENT AGREEMENT AND FINAL ORDER

Complainant, the United States Environmental Protection Agency ("EPA"), having filed a Complaint and Notice of Opportunity for Hearing ("Complaint") against Respondent, 5N Plus (formerly MCP Metal Specialties), Inc. ("Respondent" or "5N Plus"), on June 29, 2012; and

Complainant and Respondent having agreed that settlement of this matter is in the public interest, and that entry of this Consent Agreement and Final Order ("CAFO") without further litigation is the most appropriate means of resolving this matter,

NOW, THEREFORE, before the taking of any testimony, upon the pleading, without adjudication of any issue of fact or law, and upon consent and agreement of the Parties, it is hereby Ordered and Adjudged as follows:

STATUTORY AND REGULATORY AUTHORITY

1. This CAFO resolves an administrative action for the assessment of monetary penalties brought pursuant to Section 325(c) of Title III of the Superfund Amendments and Reauthorization Act, 42 U.S.C. § 11045(c), also known as the Emergency Planning and

Community Right-to-Know Act of 1986 (“EPCRA”) and 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 Permit, 40 C.F.R. Part 22.

2. EPA’s Complaint alleged that Respondent failed to: (a) timely submit Tier II hazardous chemical inventory forms to the proper authorities for the following hazardous chemicals which were stored at Respondent’s facility located in Fairfield, Connecticut (“Facility”) in quantities equal to or greater than the threshold level set forth at 40 C.F.R. § 370.10, in violation of Section 312(a) of EPCRA, 42 U.S.C. § 11022(a), and its implementing regulations at 40 C.F.R. Part 370: gallium trichloride, chlorine, and lead; and, (b) timely provide toxic chemical release inventory reporting forms (“TRI”) to EPA and the State of Connecticut for lead and selenium, which were stored at the Facility in quantities that exceeded the minimum threshold level set forth at 40 C.F.R. §§ 372.25 and 372.28, in violation of Section 313(a) of EPCRA, 42 U.S.C. § 11023(a), and its implementing regulations at 40 C.F.R. Part 372;

TERMS OF SETTLEMENT

3. The provisions of this CAFO shall apply to and be binding on the Parties, their officers, directors, agents, servants, employees, successors and assigns.

4. Respondent stipulates that EPA has jurisdiction over the subject matter alleged in the Complaint and that the Complaint states a claim upon which relief can be granted against Respondent. Respondent waives any defenses it might have as to jurisdiction and venue and, without admitting or denying the factual and legal allegations contained in the Complaint, consents to the terms of this CAFO.

5. Respondent hereby waives its right to a judicial or administrative hearing on any issue of law or fact set forth in the Complaint and waives its right to appeal the Final Order.

6. Respondent certifies that it is currently operating and will operate the Facility described in paragraph 23 of the Complaint in compliance with Section 312 of EPCRA, 42 U.S.C. § 11023, and its implementing regulations at 40 C.F.R. Part 370, and Section 313(a) of EPCRA, 42 U.S.C. § 11023(a), and its implementing regulations at 40 C.F.R. Part 372.

7. Respondent consents to the issuance of this CAFO hereinafter recited and consents for purposes of settlement to the payment of the civil penalty cited in paragraph 27 and to the performance of the Supplemental Environmental Project (“SEP”) hereinafter described.

SUPPLEMENTAL ENVIRONMENTAL PROJECT

8. Respondent shall complete the following SEP, which will enhance the emergency planning and chemical spill response capabilities for first response agencies within the City of Fairfield and neighboring areas in Connecticut, and which the parties agree is intended to secure significant environmental or public health protection and benefits.

9. Respondent shall provide response equipment, as more specifically described in the “Scope of Work” attached hereto as Exhibit A, and incorporated herein by reference. In order to complete the SEP, Respondent shall purchase and donate to the Fairfield Fire Department the emergency response equipment described within the “Equipment” section of the Scope of Work, by issuing purchase orders for the equipment within sixty (60) days of the effective date of this CAFO and by completing the purchase and donation of the equipment within six (6) months of the effective date of this CAFO, as provided in the attached Scope of Work.

10. Respondent shall use best efforts to ensure that all manufacturer and dealer warranties for donated equipment run to the benefit of the recipient of the equipment.

11. The total expenditure for the SEP shall not be less than forty-seven thousand nine hundred dollars (\$47,900), in accordance with the specifications set forth in the Scope of Work. Respondent shall include documentation of the expenditures made in connection with the SEP as part of the SEP Completion Report described below.

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

a. that, as of the date of executing this CAFO, Respondent is not required to perform or develop the SEP by any federal, state, or local law or regulation, and is not required to perform or develop the SEP by agreement, grant, or as injunctive relief awarded in any other action in any forum. Respondent specifically certifies as follows:

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. To the best of Respondent's 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 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.

b. that the SEP is not a project that Respondent was planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this CAFO;

c. that Respondent has not received and will not receive credit for the SEP in any other enforcement action; and

d. that Respondent will not receive any reimbursement for any portion of the SEP from any person.

13. Respondent shall submit a SEP Completion Report to EPA within sixty (60) days of completion of the SEP, but in no event later than eighteen (18) months after the effective date of this CAFO. The SEP Completion Report shall contain the following information:

a. A detailed description of the SEP as implemented;

b. A description of any implementation problems encountered and the solutions thereto;

c. Itemized costs, documented by copies of purchase orders and receipts, canceled checks, or wire transfer records, for implementing the SEP;

d. Certification by Respondent that the SEP has been fully implemented pursuant to the provisions of this CAFO and confirmation by the Fairfield Fire Department that all required equipment has been received in good and functional condition in accordance with the attached Scope of Work; and

e. A description of the environmental and public health benefits resulting from the implementation of the SEP.

14. Respondent agrees that failure to submit the SEP Completion Report shall be deemed a violation of this CAFO and the Respondent shall become liable for stipulated penalties pursuant to paragraph 20 below.

15. Respondent shall submit all notices and reports required by this CAFO, by first class mail or any other commercial delivery service, to:

Steven C. Schlang
Senior Enforcement Counsel (Mail Code OES 04-4)
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100
Boston, MA 02109-3912

16. 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" shall include 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.

17. In all documents or reports submitted to EPA pursuant to this CAFO, including, without limitation, any SEP reports, 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 to the best of my knowledge. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

18. After receipt of the SEP Completion Report described in paragraph 13 above, EPA will notify Respondent, in writing: (i) identifying any deficiencies in the SEP Completion Report itself and granting Respondent an additional thirty (30) days to correct any deficiencies; or (ii) indicating that the project has been completed satisfactorily; or (iii) determining that the project has not been completed satisfactorily and seeking stipulated penalties in accordance with paragraph 20 herein.

19. If EPA elects to exercise option (i) in paragraph 18 above, *i.e.*, if the SEP Completion Report is determined to be deficient but EPA has not yet made a final determination about the adequacy of the SEP completion itself, Respondent may object in writing to the notice of deficiency given pursuant to this paragraph within ten (10) days of receipt of such notice. EPA and Respondent shall have an additional thirty (30) days from the receipt by EPA of Respondent's objection to reach agreement on changes necessary to the SEP Completion 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 that the SEP is not completed as contemplated herein, as determined by EPA, stipulated penalties shall be due and payable by Respondent in accordance with paragraph 20 herein.

20. In the event that Respondent fails to comply with any of the terms or provisions of this CAFO relating to the performance of the SEP described in the Scope of Work and in paragraph 8 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 11 above, Respondent shall be liable for stipulated penalties according to the provisions set forth below:

a. For a SEP which has not been completed satisfactorily pursuant to this CAFO, Respondent shall pay a stipulated penalty to the United States in the amount of fifty-two thousand, six hundred ninety dollars (\$52,690) [*based on a \$47,900 SEP*], plus interest from the effective date of the CAFO;

b. If the SEP is not completed satisfactorily, but (a) EPA determines that Respondent made good faith and timely efforts to complete the project; and (b) Respondent certifies, with supporting documentation, that 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;

c. If the SEP is completed satisfactorily pursuant to this CAFO, but Respondent spent less than \$47,900, Respondent shall pay a stipulated penalty to the United States in the amount equal to the difference between the amount of money which was required to be spent on the project (\$47,900), as described in paragraph 11, and the actual amount spent on the project, plus interest from the effective date of this CAFO;

d. For failure to submit the SEP Completion Report required by paragraph 13 above, Respondent shall pay a stipulated penalty in the amount of \$200 for each day the SEP Completion Report is late.

21. The determination of whether the SEP has been satisfactorily completed shall be in the sole discretion of EPA.

22. Stipulated penalties as set forth in paragraph 20 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.

23. 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 as follows: Respondent shall submit a certified or cashier's check **payable to the order of the "Treasurer, United States of America," referencing the case name and docket numbers of this action on the face of the check,** to:

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

Respondent shall provide copies of each check to:

Wanda Santiago
Regional Hearing Clerk (Mail Code ORA18-1)
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100
Boston, MA 02109-3912

and

Steven C. Schlang
Enforcement Counsel (Mail Code OES 04-24)
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100
Boston, MA 02109-3912

Interest and late charges shall be paid as stated in paragraphs 29 below.

24. Pursuant to 31 U.S.C. § 3717, EPA is entitled to assess interest and penalties on debts owed to the United States and a charge to cover the cost of processing and handling a delinquent claim.

25. For federal income tax purposes, Respondent agrees that it will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEP.

Respondent hereby waives any confidentiality right it has under 26 U.S.C. § 6103 with respect to such SEP costs on its tax return and on the information supporting its tax return. This waiver of confidentiality is solely as to EPA and the Department of Justice and solely for the purpose of ensuring the accuracy of Respondent's SEP cost certification.

26. 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 the Emergency Planning and Community Right-to-Know Act."

CIVIL PENALTY

27. Pursuant to Section 325(c) of EPCRA, 42 U.S.C. § 11045, and taking into account the relevant statutory penalty criteria, the facts alleged in the Complaint, the SEP described above, and such other circumstances as justice may require, EPA has determined that it is fair and proper to assess a civil penalty of thirteen thousand two hundred and fifty dollars (\$13,250) for the violations alleged in this matter.

28. Within thirty (30) days of the effective date of this CAFO, Respondent shall submit a cashier's or certified check in the amount of \$13,250, payable to "Treasurer, United States of America," and referencing the title and docket number of this action ("*In the Matter of 5N Plus, Inc.*, EPCRA-01-2012-0058"). The check shall be mailed via first class U.S. Postal Service mail to:

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

In addition, at the time of payment, notice of payment of the civil penalty and copies of the check should be forwarded to:

Wanda Santiago
Regional Hearing Clerk
U.S. Environmental Protection Agency, Region I
5 Post Office Square, Suite 100 (Mail Code ORA 18-1)
Boston, Massachusetts 02109-3912

and

Steven Schlang
Senior Enforcement Counsel
Office of Environmental Stewardship (Mail Code OES 04-4)
U.S. Environmental Protection Agency, Region I
5 Post Office Square, Suite 100
Boston, Massachusetts 02109-3912

29. Pursuant to 31 U.S.C. § 3717, EPA is entitled to assess interest and penalties on debts owed to the United States and a charge to cover the cost of processing and handling a delinquent claim. In the event that any portion of the civil penalty amount or any stipulated penalty relating to the performance of SEPs pursuant to paragraph 20, above, is not paid when due, the penalty shall be payable, plus accrued interest, without demand. Interest shall be payable at the rate of the United States Treasury tax and loan rate in accordance with 31 C.F.R. § 901.9(b)(2) and shall accrue from the original date on which the penalty was due to the date of payment. In addition, a penalty charge of six percent per year will be assessed on any portion of the debt which remains delinquent more than ninety (90) days after payment is due. However, should assessment of the penalty charge on the debt be required, it will be assessed as of the first day payment is due

under 31 C.F.R. § 901.9(d). In any such collection action, the validity, amount, and appropriateness of the penalty shall not be subject to review.

30. The civil penalty provided under this CAFO, and any interest, nonpayment penalties, and charges described in this CAFO, shall represent penalties assessed by EPA within the meaning of 26 U.S.C. § 162(f) and are not tax deductible for purposes of federal, state or local law.

Accordingly, Respondent agrees to treat all payments made pursuant to this CAFO as penalties within the meaning of 26 C.F.R. § 1.162-21, and further agrees not to use these payments in any way as, or in furtherance of, a tax deduction under federal, state or local law.

31. The provisions of this CAFO shall be binding upon Respondent and Respondent's officers, directors, agents, servants, employees, and successors or assigns.

32. Respondent shall bear its own costs and attorneys fees in this proceeding and specifically waives any right to recover such costs pursuant to the Equal Access to Justice Act, 5 U.S.C. § 504, or other applicable laws.

33. This CAFO constitutes a settlement by EPA of all claims for civil penalties pursuant to Section 325(c) of EPCRA for the violations specifically alleged in this CAFO. Compliance with this CAFO shall not be a defense to any other actions subsequently commenced pursuant to federal laws and regulations administered by EPA, and it is the responsibility of Respondent to comply with such laws and regulations.

34. This CAFO in no way relieves Respondent or its employees of any criminal liability, and EPA reserves all its other criminal and civil enforcement authorities, including the authority to seek injunctive relief and the authority to undertake any action against Respondent in response to conditions which may present an imminent and substantial endangerment to the public health, welfare, or the environment.

35. Nothing in this CAFO shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions if Respondent is in violation of this CAFO or continues to be in violation of the statutes and regulations upon which the allegations in this CAFO are based, or for Respondent's violation of any other applicable provision of federal, state or local law.

36. This CAFO shall not relieve Respondent of its obligations 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.

37. The parties shall bear their own costs and fees in this action, including attorney's fees, and specifically waive any right to recover such costs from the other party pursuant to the Equal Access to Justice Act, 5 U.S.C § 504, or other applicable laws.

38. The undersigned representative of Respondent certifies that he or she is fully authorized by Respondent to enter into the terms and conditions of this CAFO and to execute and legally bind Respondent to it.

39. In accordance with 40 C.F.R. § 22.31(b), the effective date is the date on which this CAFO is filed with the Regional Hearing Clerk.

40. Each undersigned representative of the parties to this Consent Agreement certifies that he or she is fully authorized by the party represented to enter into the terms and conditions of this CAFO and to execute and legally bind that party to it.

FOR U.S. ENVIRONMENTAL PROTECTION AGENCY:



Joanna Jerison,
Legal Enforcement Manager
Office of Environmental Stewardship
U.S. Environmental Protection Agency, Region 1

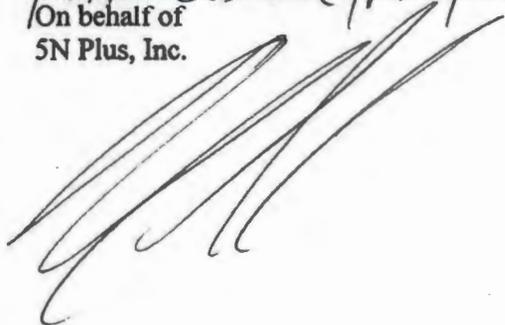
Date: 1/15/13_____

FOR RESPONDENT 5N PLUS, INC.

Maxime Cossette, VP Specialty Products

Date: *December 21st, 2012*

On behalf of
5N Plus, Inc.

A large, stylized handwritten signature in black ink, consisting of several sweeping, overlapping strokes that form a complex, abstract shape.

FINAL ORDER

The foregoing Consent Agreement is hereby approved and incorporated by reference into this Final Order. The Respondent is hereby ordered to comply with the terms of the above Consent Agreement, which will be effective on the date it is filed with the Regional Hearing Clerk.

Date: January 14, 2013
LeAnn Jensen
Acting Regional Judicial Officer

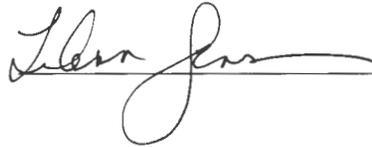


EXHIBIT A – SUPPLEMENTAL ENVIRONMENTAL PROJECT

5N Plus Inc.
EPCRA-01-2012-0058

5N Plus shall perform this supplemental environmental project ("SEP") as a component of its settlement with EPA.

BACKGROUND

The Town of Fairfield is a suburban community of 58,000 residents located in Fairfield County, Connecticut. Located just 50 miles northeast of New York City, Fairfield is transected by two major interstate highways and the Metro North Rail line. Known as the Northeast Corridor, this transportation route provides pathways for all commuting and commercial trade in and out of the New England region. Covering an area of 32 square miles, Fairfield has coastal, agricultural, residential and commercial areas. The Fairfield Fire Department provides protection to critical infrastructure from both fire and chemical emergencies both in the town and in the region. The area of protection includes interstate transportation systems, the Metro North Commuter Rail line connecting Boston and New York City with three separate rail stations, regional water supply and treatment systems. The Fairfield Fire Department functions as part of the Fairfield County Hazardous Materials Response Team. This team is a regional response asset that responds to chemical emergencies in the lower Fairfield County Region. This region includes larger cities such as Bridgeport, Stamford, Norwalk, and Greenwich. The Fairfield Fire Department provides trained emergency responders that can be utilized throughout Fairfield County at any of the facilities or transportation systems with Extremely Hazardous Substances ("EHS").

SCOPE OF WORK

The SEP will provide certain response personnel with appropriate emergency response equipment. All time frames referred to within the Scope of Work relate to the effective date of the Consent Agreement and Final Order ("CAFO").

5N Plus shall purchase and provide to the Fairfield Fire Department the following specialized emergency response equipment within six months of the effective date of the CAFO:

5NPlus SEP Summary Table

<i>Item #</i>	<i>Quantity & Description of Equipment</i>	<i>Cost</i>
1	(4) Four Gas Meters	\$2,547.04
2	(1) BW Micro dock calibration station with 3 docking stations	\$2,305.00
3	(1) BW Micro dock calibration station with 4 docking stations	\$3,620.00
4	(2) Gas Alert Micro 5 portable gas detectors	\$3,411.00
5	(2) Supplied Air Escape Packs	\$3,440.00
6	(1) John Deere Gator TH 6 X 4 All-Terrain Vehicle	\$15,454.00
7	(1) Aluminum Utility Trailer for Gator	\$2,575.00
8	(1) Emergency Medical Response Slide In Skid Unit	\$3,000.00
9	(1) Smiths Detection Haz Mat ID 360 Upgrade and Smiths Detection Aldrick I-Chem Library	\$11,500.00
TOTAL COST		\$47,852.04
Total Rounded Costs		\$47,900

Four- Four Gas Meters

Metering of hazardous atmospheres is required at all hazardous materials incidents to assure the safety of operating personnel and to establish effective zones. All operating teams and personnel should be utilizing a four gas meter as the foundation of an effective metering package. Currently, our hazardous materials response unit does not have a sufficient number of meters. We are requesting 4 - four gas meters. These will be three BW Quattro meters and one BW Max XT. The Max XT has an internal pump so we can adequately sample remote areas.

Models/Part#:

3- BW Gas Alert Quattro 4 Gas Detector Alkaline Part # QT-XMHM-A-Y-NA	\$1,797.04
1-BW Gas Alert MAX XT II 4 Gas Detector Part # XT-XWHM-Y-NA	\$750.00

Vendor:

Fire Equipment Headquarters Inc
Torrington CT 06790
860-489-5916

These meters will be located on our hazardous material response units that our housed at 400 Jackman Avenue Fairfield CT 06824 and 600 Jennings Road Fairfield CT 06824

Total \$2,547.04

One – BW Micro dock calibration station with 3 docking stations

Meter bump testing is required prior to each use of portable gas detection equipment. Currently, we are unable to do that, therefore we cannot properly confirm the operation of effectiveness of our portable gas detection equipment prior to use. The Micro Dock II automated test and calibration system is the most effective way to manage the calibration and bump testing of BW Technologies by Honeywell portable gas detectors of all our meters. It is fully portable and easily expandable the Micro Dock II requires no computer and provides simultaneous management of up to ten modules. We can minimize expenses and maximize productivity with the Micro Dock II. These units will be located so they can be used at any time, in station or on scene.

This will calibrate Gas Alert Quattro, Gas Alert Extreme, Gas Alert Max XT. The Fairfield Fire Department currently utilizes these meter models.

Model: BW Micro Dock II with 3 docks

Part Numbers:

DOCK2-3-00G
DOCK2-0-1N-00-G
DOCK2-0-1D-00G
REG-DF-1

Vendor:

Fire Equipment Headquarters Inc
Torrington CT 06790
860-489-5916

This calibration station will be located on our hazardous material response unit that is housed at 400 Jackman Avenue Fairfield CT 06824

Total \$2,305.00

One – BW Micro dock calibration station with 4 docking stations

Meter bump testing is required prior to each use of portable gas detection equipment. Currently, we are unable to do that, therefore we cannot properly confirm the operation of effectiveness of our portable gas detection equipment prior to use. The Micro Dock II automated test and calibration system is the most effective way to manage the calibration and bump testing of BW Technologies by Honeywell portable gas detectors of all our meters. It is fully portable and easily expandable the Micro Dock II requires no computer and provides simultaneous management of up to ten modules. We can minimize expenses and maximize productivity with the Micro Dock II. These units will be located so they can be used at any time, in station or on scene.

This will calibrate Gas Alert Quatro, Gas Alert Extreme, Gas Alert Max XT, Gas Alert Micro 5. The Fairfield Fire Department currently utilizes these meter models.

Model: BW Micro Dock II with 4 docks

Part Numbers:

DOCK2-3-00G
DOCK2-0-1N-00-G
DOCK2-0-1D-00-G
REG-DF-1
DOCK2-0-1J-00-G
DOCK2-0-1M-00-G

Vendor:

Fire Equipment Headquarters Inc
Torrington CT 06790
860-489-5916

This calibration station will be located on our hazardous material response unit that is housed at 600 Jennings Road Fairfield CT 06824

Total \$3,620.00

Two – Gas Alert Micro 5 portable gas detectors

Gas Alert Micro 5 portable gas detector simultaneously monitors up to five atmospheric hazards including carbon monoxide oxygen (O2), combustible gas (%LEL), and a wide selection of toxic gases. Compact and lightweight, Gas Alert Micro 5 activates audible, visual and vibrating alarms in the event of a low, high, TWA or STEL alarm condition. This technology will provide the fire department with the ability to have a four gas monitor and a PID combined in one unit, enhancing our metering capabilities.

Model: BW M5 PID gas meter p/n M5PID-XWQY-R-P-D-Y-N-00

Vendor:

Fire Equipment Headquarters Inc.
Torrington CT 06790
860-489-5916

These meters will be located on our hazardous material response unit that is housed at 400 Jackman Avenue Fairfield CT 06824

Total \$3,411.00

Two – Supplied Air Escape Packs

Supplied air escape packs are required to operate in confined spaces where the profile of a standard self-contained breathing apparatus would be too large and restrictive to fit into the space or where continuous air supply is required for an extended operation such as hazardous materials calls. There are thousands of confined spaces and hazardous materials locations in our community. Supplied air escape packs can be used to provide a long duration air supply for hazardous materials decontamination lines or entry. Decontamination lines can be in operation for hours. Supplied air escape packs operate off an airline system. The supply air cart remains at a safe location and provides the operator with three hundred feet of hose system to allow the user to operate in confined spaces. The escape packs are equipped with a small ten minute air bottle to provide the firefighter with an emergency air supply to be used if the airline were to become compromised.

Model: Scott SKA PAK AT PN 424050431001

Vendor:

Shipman's Fire Equipment
PO Box 257
172 Cross Road Waterford CT
800-775-7332

These Supplied Air Escape Packs will be located on our hazardous material response unit that is housed at 400 Jackman Avenue Fairfield CT 06824

Total \$3,440.00

John Deere Gator TH 6 X 4 All-Terrain Vehicle

In support of our mission to protect the public health and safety, the FFD HAZMAT team respectfully requests a multifunction utility vehicle (John Deere Gator TH 6 X 4 All-Terrain Vehicle specifications below) to assist with completing our mission. The initial size of the control zones and civilian protect in place zones can cover large areas. Face to face communications can be difficult. Additionally, the department faces challenges with distribution of PPE and equipment on large scenes including replacement air cylinders for those operating in the hot zone. Hose lines can laid across paved roadways that preclude vehicles from delivering their equipment. Transporting members and their specific mitigation tools/meters while in Full Chemical Protective Clothing to their work assignments in a rested condition can also be very challenging. The geography and zone layout can require significant energy expenditure prior to initiating work tasks on site. A smaller transport vehicle and trailer setup will all us to deliver our response crews as close as possible to their work assignment and extend their operating effectiveness. Due to the numerous risks facing the community, the acquisition of the Gator UTV will greatly enhance the ability of the department to protect the public.

Vendor:

G & H Equipment
 314 Old Maple Avenue
 North Haven, CT 06473
 (203) 239-3376

The gator will be located at 140 Reef Road, Fairfield Fire Headquarters, Fairfield CT 06824

2012 JD 6x4 Diesel Gator	\$9,675.00
Frt in from jd	\$250.00
Knobby tires	n/c
Adj seat	\$56.00
Box with brake and tail lights, Spray in liner and guards	\$337.00
Rear bumper and mat	\$204.00
Rear hitch	\$50.00
Full hard glass cab	\$2,883.00
Frt lights on cab	\$206.00
Interior light	\$41.00
Rear cab lights	\$152.00
Remote cargo box latch	\$71.00
Windshield wiper kit	\$214.00
Hitch insert	\$55.00
Brush guard and bumper	included
Front fender guards	\$100.00
Hd front suspension	\$116.00
Rough terrain kit (throttle)	\$67.00
Electrical kit (cab)	\$154.00
External mirror kit	\$121.00
Clutch splash guard	\$56.00
Floor mat	\$71.00
Total	\$14,879.00
Dealer Set Up	\$575.00
Grand Total	\$15,454.00

Priced with governmental discount = 10% extra discount

Aluminum Utility Trailer for Gator

The aluminum utility trailer for the Gator is required to provide rapid movement throughout our community.

Model: 6810H BFT HD 14" tires

Vendor:

Trailer Depot
1037 Middletown Avenue, Rt. 17
Northford, CT 06472
(203) 234-7788

Total \$2,575.00

The trailer will be located at 140 Reef Road, Fairfield Fire Headquarters, Fairfield CT 06824, with the gator

Emergency Medical Response Slide In Skid Unit

This is designed by Firefighters and Emergency Medical Technicians for use by all public safety agencies. This design puts the patient and the medical care attendant front and center. It is built to for rough terrain, to be used in all-weather situations. Made of aluminum, it is rugged, rust proof and affordable. This emergency rescue skid unit is designed to quickly turn any UTV utility vehicle into a "mini ambulance".

The MEDLITE Transport is designed to carry one patient, one EMS attendant and assorted emergency gear. The long board is easily attached to the unit using 10 Velcro D loop straps which are included. The attendant's seat, with seat belt, glides on wheels the entire length of the unit and is able to be locked in three different locations along the guide rails to meet any emergency situation. It has 9 cubic feet of enclosed storage under the patient are for medical bags, trauma supplies and oxygen. The unit comes standard with a retractable IV pole. When it comes to off road rescues, safety and patient comfort is the key. Whether you are using it as a medical rescue or a third passenger during search and rescues, the MEDLITE Transport slide in skid unit should meet all your needs.

Model: MTS-12

Vendor:

Kimtek Corporation
2163 Vermont RT. 5A
Westmore, VT 05860
888-546-8358

Total \$3,000.00

The emergency medical response slide in unit will be located at 140 Reef Road, Fairfield Fire Headquarters, Fairfield CT 06824, with the gator

Smiths Detection Haz Mat ID 360 Upgrade and Smiths Detection Aldrick I-Chem Library

The current Hazmat ID is a specialized meter that is used during a hazardous material incident to identify unknown substances. The unit was obtained several years ago under the Federal CDAP equipment grant program. The unit is manufactured by Smith's Detection in Danbury Connecticut and its original price and estimated replacement cost is approximately \$80, 000.00. By placing a small sample of an unknown product on the unit we can create a spectrum of that product using infrared light. The unit then matches this spectrum to a database stored on the unit's computer to identify the product. It operates very similar to how police would match a fingerprint found at a crime scene in a database.

The current unit is first generation and the manufacturer has created many enhancements in the operating software from its initial design including increasing the chemical data base. This upgraded unit is now called the HazmatID 360 and it includes the following enhancements. For the price of \$11,500.00 the manufacturer will upgrade our existing unit thereby extending the usable life of the meter for a fraction of its full replacement cost.

Part # 023-4113 HazMatID360 Upgrade CS and ES s/n 708	\$ 9,500.00
Part # 000-0780 Aldrich – I Chem Priority Library	\$ 2,000.00

Vendor:

Smith's Detection
21 Commerce Drive
Danbury CT 06810

This HAZ MAT ID will be located on our Fire Department Command unit that is housed at 600 Jennings Road Fairfield CT 06824

Total \$11,500.00