

EPA ENFORCEMENT ACCOUNTS RECEIVABLE CONTROL NUMBER FORM FOR ADMINISTRATIVE ACTIONS

This form was originated by Wanda I. Santiago for Andrea Simpson
Name of Case Attorney

6/26/17
Date

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

Case Docket Number RCRA-01-2015-0052

Site-specific Superfund (SF) Acct. Number _____

This is an original debt This is a modification (Amended CAAO)

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

Rashad Kanaan, CE Bradley Laboratories
President

55 Bennett Drive

Brattleboro, VT 05301

Total Dollar Amount of Receivable \$ 71,000.00

Due Date: _____

SEP due? Yes No

Date Due 3/31/2019

Installment Method (if applicable)

INSTALLMENTS OF:

1st \$ 35,500.00 on 1/21/2017 already paid

2nd \$ 35,737.00 on 3/22/2017 already paid

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 1
5 Post Office Square, Suite 100
Boston, MA 02109-3912

June 26, 2017

RECEIVED

JUN 26 2017

EPA ORC
Office of Regional Hearing Clerk

Wanda Santiago
Regional Hearing Clerk
U.S. Environmental Protection Agency
Region 1 (ORA 18-1)
5 Post Office Square
Boston, Massachusetts 02140

Re: C.E. Bradley Laboratories, Inc.
Docket No. RCRA-01-2015-0052

Dear Ms. Santiago:

Enclosed for filing in the above-referenced matter, please find the original and one copy of the Amended Consent Agreement and Final Order. Thank you for your assistance in this matter.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Andrea Simpson", with a long horizontal flourish extending to the right.

Andrea Simpson
Senior Enforcement Counsel

cc: David Rosenblatt, Esq.

Enclosure

Docket No. RCRA-01-2015-0052

CERTIFICATE OF SERVICE

I hereby certify that on June 26, 2017, an Amended Consent Agreement and Final Order in the Matter of C.E. Bradley Laboratories, Inc., Docket No. RCRA-01-2015-0052, was filed with the Regional Hearing Clerk and Counsel for Respondent, as set forth below:

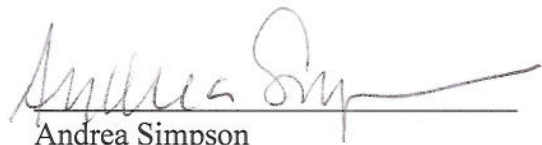
Original and one copy
by hand delivery to:

Wanda Santiago
Regional hearing Clerk
U.S. EPA, Region I (ORA18-1)
5 Post Office Square, Suite 100
Boston, MA 02109

Copy by certified mail to:

David P. Rosenblatt, Esq.
Burns and Levinson, LLP
125 Summer Street
Boston, MA 02110

Dated: 6/26/17



Andrea Simpson
Senior Enforcement Counsel
U.S. Environmental Protection Agency
Region I
5 Post Office Square, Suite 100
Boston, MA 02109

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION I**

In the Matter of:)	EPA Docket No. RCRA-01-2015-0052
)	
C.E. Bradley Laboratories, Inc.)	
56 Bennett Drive)	
Brattleboro, Vermont 05301)	
)	
Respondent)	
)	
Proceeding under Section 3008(a) of the)	
Resource Conservation Recovery)	
Act, 142 U.S.C. § 6928(a))	
)	

RECEIVED
JUN 26 2017
EPA ORC
Office of Regional Hearing Clerk

AMENDED CONSENT AGREEMENT AND FINAL ORDER

Complainant, the United States Environmental Protection Agency ("EPA"), having filed the Complaint herein on October 1, 2015, against Respondent, C.E. Bradley Laboratories, Inc. ("Respondent"); and

Complainant and Respondent having agreed that settlement of this matter is in the public interest, and having filed a Consent Agreement and Final Order ("Original CAFO") on December 22, 2016, agree that entry of this Amended CAFO is the most appropriate means of resolving this matter;

NOW, THEREFORE, before the taking of any testimony, upon the pleadings, 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:

I. PRELIMINARY STATEMENT

1. EPA initiated this proceeding for the assessment of a civil penalty, pursuant to Section 3008(a) of the Resource Conservation and Recovery Act ("RCRA").

2. The Complaint alleges that Respondent violated Sections 3002 and 3005 of RCRA, 42 U.S.C. §§ 6922 and 6925, 10 Vermont Statutes Annotated chapter 159, and the Vermont Hazardous Waste Management Regulations ("VHWMR") 7-101 *et seq.*

3. Respondent filed its Answer on March 2, 2016.

4. This Amended CAFO shall apply to and be binding upon Respondent, its officers, employees, successors and assigns.

5. 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. Without admitting or denying the factual allegations or conclusions of law contained in the Complaint or in this Amended CAFO, and without admitting or denying liability as to any claim alleged in the Complaint or in this Amended CAFO, Respondent consents for purposes of settlement to the terms of this Amended CAFO.

6. Respondent hereby waives its right to a judicial or administrative hearing or appeal on any issue of law or fact set forth in the Complaint, and waives its right to appeal the Final Order accompanying this Amended Consent Agreement.

II. TERMS OF SETTLEMENT

7. Respondent certifies that its facility located in Brattleboro, Vermont, is now in compliance with Sections 3002 and 3005 of RCRA and the federal and state hazardous waste regulations promulgated thereunder, including but not limited to the following:

- a. Respondent does not currently, and in the future, shall not operate a carbon steam stripping operation;
- b. Respondent has ceased hanging solvent-contaminated wipes to dry, in accordance with VHWMR § 7-504(a);
- c. Respondent does not currently, and in the future, shall not store containers of hazardous waste for greater than 90 days, in accordance with VHWMR § 7-504(a);
- d. Respondent is keeping all containers of hazardous waste closed except when waste is being added to or removed from such containers, in accordance with VHWMR § 7-311(f)(4)(A);
- e. Respondent has labeled all containers of hazardous waste (except properly-managed satellite accumulation containers) with the accumulation start date, in accordance with VHWMR § 7-311(f)(1)(C);
- f. Respondent has labeled all containers of hazardous waste with (i) the generator's name, address and EPA identification number; (ii) the name and hazardous waste identification code(s) of the hazardous waste stored therein; and (iii) the words "Hazardous Waste – Federal Law Prohibits Improper Disposal. If found, contact the nearest police or public safety authority or the U.S. Environmental Protection Agency," in accordance with VHWMR § 7-311(f)(1);
- g. Respondent's concrete containment pad in the main hazardous waste storage area has no gaps along the edges of the side containment berm. In addition, the entire surface is free of cracks and deterioration, and is properly sealed with an appropriate sealant capable of containing any release that may occur in the area, in accordance with VHWMR § 7-309(a);
- h. The concrete flooring in the drain operation area and any other area where hazardous waste is being accumulated and stored is sealed and free of cracks, in accordance with VHWMR § 7-

309(a). In addition, Respondent shall clean up all spill residue at the time of the spill and shall not allow spill residue to accumulate and solidify on the floor;

i. Respondent is storing its hazardous waste with adequate aisle space wherever hazardous waste is being accumulated, in accordance with VHWMR § 7-311(b)(3);

j. Respondent is maintaining an inventory of all hazardous wastes in storage, including wastes that are awaiting recycling, in accordance with VHWMR § 7-311(d)(1); and

k. Respondent is conducting inspections of all areas where hazardous wastes are stored, including areas where wastes are being accumulated prior to on site or off site recycling, and documenting such inspections, in accordance with VHWMR § 311(d)(2).

8. Pursuant to Section 3008 of RCRA, based upon the nature of the alleged violations, Respondent's agreement to perform a Supplemental Environmental Project ("SEP"), and other relevant factors, EPA has determined that an appropriate civil penalty to settle this action is in the amount of seventy-one thousand dollars (\$71,000).

9. For purposes of settling this matter, Respondent consents to the issuance of this Amended CAFO and consents for the purposes of settlement to the payment of the civil penalty cited in the foregoing paragraph and to the performance of the SEP.

10. Respondent has paid the penalty of \$71,000 in two installments, in the following manner:

a. The first payment of \$35,500 was made within thirty calendar (30) days of the effective date of the Original CAFO. The second payment of \$35,737, including interest, was paid within ninety (90) calendar days of the effective date of the Original CAFO.

11. Respondent shall complete a SEP consisting of purchasing and installing an air emission control system that will control solvent vapor emissions that are captured in the process

area of its facility. The parties agree that this SEP is intended to secure significant environmental and public health protection and benefits by protecting workers and emergency responders through controlling solvent vapor emissions in the main process area. This project is further described in and shall be implemented in accordance with the Scope of Work attached to and hereby incorporated into this Amended CAFO as Attachment 1 (the "SOW").

12. Respondent shall satisfactorily complete the SEP by March 31, 2019 ("SEP Completion Date"), in accordance with the SOW set forth in Attachment 1. EPA may, in its sole discretion, extend the SEP completion date for good cause shown by Respondent in writing. The total expenditure for the SEP is expected to be \$296,000. "Satisfactory completion" of the SEP shall mean (a) the purchase, installation and proper operation of the solvent vapor emission control system described in the SOW, and (b) the expenditure of \$296,000 by Respondent in eligible SEP costs for purposes of carrying out the SEP in accordance with this CAFO and the SOW. Respondent shall include documentation of all of the expenditures made in connection with the SEP as part of the SEP Completion Report described below.

13. Upon completion of the SEP, Respondent shall submit a SEP Completion Report, as specified in paragraph 15 below.

14. Respondent hereby certifies as follows:

a. that, as of the date of executing this Amended 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.

b. that Respondent is not 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. For the purposes of this certification, the term "open federal financial assistance transaction" refers to a grant, cooperative agreement, loan, federally-guaranteed loan, or other mechanism for providing federal financial assistance whose performance period has not yet expired.

c. 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 Amended CAFO;

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

e. Respondent has not received and will not receive any reimbursement for any portion of the SEP from any other person or entity; and

f. all cost information provided to EPA in connection with EPA's approval of the SEP is complete and accurate and that Respondent in good faith estimates that the cost to implement the SEP is at least \$296,000.

15. At a minimum, Respondent shall submit to EPA quarterly SEP Progress Reports ninety (90), one hundred eighty (180), two hundred seventy (270) and three hundred sixty (360) days after the effective date of this Amended CAFO. Respondent shall submit a SEP Completion Report thirty (30) days after completion of the SEP (i.e., when the solvent vapor emission control system is installed and fully operational), and no later than April 30, 2019. The quarterly SEP Progress Reports and the SEP Completion Report shall contain the information set forth in paragraphs 3.1 and 3.2, respectively, of the SOW.

16. Respondent agrees that failure to submit the SEP Progress Reports and SEP Completion Report in accordance with the requirements of paragraph 15 above, shall be deemed a violation of this Amended CAFO and Respondent shall become liable for stipulated penalties pursuant to paragraph 22 below.

17. Respondent shall submit all notices and reports required by this Amended CAFO by first class mail, overnight delivery, or by electronic mail in PDF format to:

Andrea Simpson
Senior Enforcement Counsel
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100 (OES 04-2)
Boston, Massachusetts 02109

and to:

Drew Meyer
Environmental Scientist
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100 (OES 05-1)
Boston, Massachusetts 02109

The date of submission of each required notice or report shall be deemed the date on which such notice or report is received by EPA.

18. In itemizing costs in the SEP Progress and Completion Reports, 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 for which payment is being made. Canceled checks do not

constitute acceptable documentation unless such checks specifically identify and itemize the individual costs of the goods for which payment is being made.

19. Respondent shall maintain legible copies of all documentation relating to the SEP and all documents or reports submitted to EPA pursuant to this Amended CAFO for a period of three (3) years after completion of all requirements set forth in this Amended CAFO. In all documents or reports, including, without limitation, the SEP Completion Report, submitted to EPA pursuant to this Amended CAFO, Respondent shall, by Rashed Kanaan, President of Respondent, 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.

20. After receipt of the SEP Completion Report described in paragraph 15 above, EPA will notify Respondent, in writing: (i) indicating that the project has been completed satisfactorily; or (ii) identifying any deficiencies in the SEP Completion Report and granting Respondent an additional thirty (30) days to correct any deficiencies; or (iii) determining that the project has not been completed satisfactorily and seeking stipulated penalties in accordance with paragraphs 22 through 25 below.

21. If EPA elects to exercise option (ii) in paragraph 20 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 SEP completion itself), Respondent may correct the deficiencies within thirty (30) days or 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 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 for adequate completion of the SEP imposed by EPA in its written statement. 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 paragraphs 22 through 25 below.

22. In the event that Respondent fails to comply with any of the terms or provisions of this Amended CAFO relating to the performance of the SEP described in paragraphs 11, 12, 13 and 15 above, and in the SOW, Respondent shall be liable for stipulated penalties according to the provisions set forth below:

a. for failure to submit required quarterly progress reports, and/or provide the SEP Completion Report, Respondent shall pay \$300 per day for the first thirty (30) days of violation; \$500 for the next sixty (60) days of violation; and \$750 per day for each day of violation thereafter until the deadline is achieved or the report is submitted;

b. for failure to satisfactorily complete the SEP as described in this Amended CAFO and the SOW, Respondent shall pay \$500 per day for the first thirty (30) days of violation and \$1,000 per day for each day thereafter, but the total stipulated penalty in this subsection b. shall not exceed \$370,000.

23. The determination as to whether the SEP has been satisfactorily completed shall be in the sole discretion of EPA, subject to the Dispute Resolution provision set forth in paragraphs 26 -28 above.

24. Stipulated penalties as set forth in paragraph 22 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. EPA may, in its sole discretion, elect not to seek stipulated penalties or elect to compromise any portion of stipulated penalties that accrue pursuant to this Amended CAFO.

25. 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

Andrea Simpson
Senior Enforcement Counsel (Mail Code OES 04-2)
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 paragraph 35 below.

26. All disputes arising from this Amended CAFO, except for a dispute relating to the payment of the penalty, shall be resolved pursuant to this Dispute Resolution provision. The

parties to this Agreement shall attempt to resolve, expeditiously and informally, any disagreement concerning this Agreement, including the SEP. If Respondent objects to any EPA action taken pursuant to this Agreement, Respondent shall notify EPA in writing of its objection and the reasons for the objection within ten (10) days of such action, unless the objection has been informally resolved. This written notice shall include a statement of the issues in dispute, the relevant facts upon which the dispute is based, all factual data, analysis or opinion supporting Respondent's position, and all supporting documentation on which the Respondent relies (hereinafter "Statement of Position").

27. EPA and Respondent shall attempt to resolve the dispute through negotiations ("Negotiation Period"). The Negotiation Period shall not exceed thirty (30) days from EPA's receipt of Respondent's written objection and Statement of Position. The Negotiation Period may be extended at the sole discretion of EPA. EPA's decision regarding an extension of the Negotiation Period shall not constitute an EPA action subject to dispute resolution.

28. Any agreement reached by the parties pursuant to this Dispute Resolution provision shall be in writing, signed by both parties, and shall, upon signature by both parties, be incorporated into and become an enforceable element of this Agreement. If the parties are unable to reach an agreement within the Negotiation Period, the Legal Manager of the Enforcement Office, Office of Environmental Stewardship, will issue a written decision on the dispute to Respondent. The Legal Manager's decision shall be considered binding and shall be incorporated into and become an enforceable element of this Agreement upon Respondent's receipt of the Legal Manager's decision regarding the dispute.

29. Nothing in this Amended CAFO 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.

30. 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 alleged violations of the Resource Conservation and Recovery Act."

31. The civil penalty due, and any interest, non-payment penalties or charges that arise pursuant to this Amended CAFO shall represent penalties assessed by EPA and shall not be deductible for purposes of federal taxes. Accordingly, Respondent agrees to treat all payments made pursuant to this Amended CAFO as penalties within the meaning of Section 1.162-21 of the Internal Revenue Code, 26 U.S.C. § 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.

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

33. This Amended CAFO 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 purchased by Respondent in connection with the SEP undertaken pursuant to this Amended CAFO.

34. This Amended CAFO constitutes a settlement by EPA of all claims for civil penalties pursuant to RCRA for the violations alleged in the Complaint. Nothing in this Amended CAFO is intended to nor shall be construed to operate in any way to resolve any criminal liability of the

Respondent. Nothing in the Amended CAFO shall be construed to limit the authority of EPA 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. If Respondent fails to pay any stipulated penalty assessed pursuant to paragraph 22 of this Amended CAFO, it will be subject to an action to compel payment, plus interest, enforcement expenses, and a nonpayment penalty. Pursuant to 31 U.S.C. § 3717, EPA is entitled to assess interest and penalties on debts owed to the United States and a charge to cover the cost of processing and handling a delinquent claim. Interest will therefore begin to accrue on the civil penalty (or any portion thereof) on the date it is due under this Amended CAFO if such penalty (or portion thereof) is not paid in full by such due date. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 31 C.F.R. § 901.9(b)(2). In addition, a penalty charge of six percent per year and an amount to cover the costs of collection will be assessed on any portion of the debt which remains delinquent more than ninety (90) days after payment is due. 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).

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

37. Each party shall bear its own costs and attorneys' fees in connection with the action resolved by this Amended CAFO. Respondent specifically waives any right to recover such costs from EPA pursuant to the Equal Access to Justice Act, 5 U.S.C. § 504, or other applicable law.

For Complainant:



Joanna Jerison
Legal Enforcement Manager
U.S. Environmental Protection Agency
Region 1

Date: 6/20/17

For Respondent:




Rashed Kanaan, President
C.E. Bradley Laboratories, Inc.

Date: 06/16/17

FINAL ORDER

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



LeAnn Jensen
Acting Regional Judicial Officer
U.S. Environmental Protection Agency-Region 1

6/22/2017
Date

ATTACHMENT 1 – AMENDED SUPPLEMENTAL ENVIRONMENTAL PROJECT SCOPE OF WORK

1.1 PROJECT UNDERSTANDING

C.E. Bradley Laboratories manufactures coatings for customers in the wood, metal, graphic arts, and plastic industries in one of two processes: 1) waterborne coatings line, and 2) solvent based manufacturing line. The purpose of the Supplemental Environmental Project (SEP) is to treat solvent vapor emissions associated with the solvent-based coatings manufacturing line, which includes approximately 45,000 square feet of production, warehouse and laboratory space by purchasing and installing a regenerative thermal oxidizer (RTO).

In general, solvent-based coatings are batch produced in tanks and/or rotating vessels ranging in size from approximately 100 to 2,400 gallons. Raw materials are measured into and combined in the tanks/vessels. Various organic solvents, including acetone, butanol normal, ethyl acetate, isobutanol, methanol, methyl ethyl ketone, methyl isobutyl ketone, toluene, xylene, and mixed solvents, are purchased in bulk and stored in drums, totes or underground storage tanks (USTs) at the facility. The solvents stored in USTs are transferred from the USTs to and throughout the solvent-based coatings manufacturing facility with above-ground metal piping. These and other solvents are also dispensed into, transferred in, and added to mixing vessels using drums or buckets.

After a batch is produced, vessels are usually cleaned with recycled solvent, which consists of a mixture of various solvents used as ingredients in the production process. The tank rinsates are then processed in an on-site solvent reclamation operation. The major process operation associated with the solvent reclamation is a steam distillation unit, which separates the solvent from the remainder of the tank rinse material based on variations in vapor pressures. Emissions are generated from the unit itself as well as the handling of material to and from the unit. A portion of the reclaimed solvent mixture is reused in the production process as indicated above; excess reclaimed solvent is sold to a solvent distributor as a saleable product. The remaining "still bottoms" are collected in 55-gallon drums for further processing via chemical addition (of soda ash and/or alum) to facilitate settling of solids/sludge components and recovery of wastewater

A summary of solvents/volatile organic compound (VOC) constituents used in the manufacture of solvent-based coatings and associated estimated process VOC emissions has been developed. In addition to the fugitive process VOC emissions, there are a number of combustion devices (e.g., boilers) on-site, which emit VOCs (plus other constituents from combustion). Fugitive VOC emissions have been estimated on a "facility-wide" basis; assessment of individual process (non-combustion) VOC emission sources has not been conducted to date.

The SEP shall consist of three phases – (1) Project Development; (2) Final RTO Engineering Design; and (3) RTO Procurement and Installation. The three phases are outlined in Section 1 below. The SEP shall be completed by March 31, 2019, in accordance with the schedule set forth in Section 2 below. SEP Progress Reports and the SEP Completion Report shall be submitted in accordance with Section 3 below.

1.2 PROJECT DEVELOPMENT, DESIGN AND CONSTRUCTION

This Amended SEP Scope of Work consists of the design, procurement and installation of an RTO that will tie into a VOC capture system in Respondent's manufacturing area. The capture system will be designed, constructed and installed as a separate capital project of C.E. Bradley and is not considered a component of the SEP. As of the effective date of the Amended Consent Agreement and Final Order, the tasks set forth in Phase 1 have been completed. Those Phase 1 tasks are repeated below for convenience and completeness purposes.

1.2.1 Phase 1 – Project Development [COMPLETED]

- Comprehensive review of existing emission sources
 - Define solvent vapor capture and air ventilation requirements;
 - Develop emission estimates to establish anticipated "peak solvent vapor emission loadings." Existing VOC emission estimates that have been previously developed will be used to identify the "peak" data for purposes of sizing ductwork and pollution control equipment. AP-42 solvent emissions data may be considered in developing emissions estimates;
 - Evaluate building envelope for air intrusion potential. Specifically, the building will be evaluated for broken windows, open doors, and other obvious factors that have the potential to impact the effectiveness of an air capture and treatment system. All identified significant intrusions shall be repaired;
 - Identify performance criteria¹ for solvent vapor control system. Elements to be considered include, but are not limited to:
 - Location of high VOC emission sources;
 - Air flow impacts in these areas;
 - Distance from high VOC emission sources from proposed capture systems;
 - Relevant factors impacting capture and control efficiencies;
 - Establish design criteria for the vapor collection and air/solvent vapor handling ductwork, including but not limited to:
 - Number of pickups;
 - Configuration of pickups;
 - Design airflow;
 - Air discharge (i.e. return to building or exhaust outside);
 - Evaluate control system options for the solvent vapor handling duct system and solvent vapor control device;
 - Confirm compliance with applicable state and federal environmental, health & safety rules;
 - Develop conceptual cost estimate for the selected option(s);
 - Present the capture and treatment option(s) and cost(s) to CE Bradley for their review and comment;
 - Submit the capture and treatment option(s) and cost(s) and recommended design to EPA for review and comment.

1.2.2 Phase 2 – RTO Design, Procurement and Installation

- Final detailed design, equipment procurement, and construction;
- Develop RFP and bid package;
- Solicit bids;

¹ It is understood by all parties that based on existing information, it is difficult to set actual performance criteria for the capture and treatment systems. C.E. Bradley and EPA will make a good faith effort to identify mutually agreeable criteria after the initial study is complete.

- Review bids;
- Select contractors and equipment;
- Procure RTO;
- Install RTO and air compressor;
- Oversee construction;
- Connect emissions capture ductwork to RTO;
- Conduct equipment check out and startup;
- Conduct performance testing to verify RTO operation;
- Develop an operation and maintenance (“O&M”) plan for the solvent vapor collection and control system;
- Certify construction completion;
- Commission system to ensure operating as designed;
- Implement O & M plan.

2.0 PROJECT SCHEDULE

2.1 PHASE 1 PROJECT SCHEDULE: Completed by March 15, 2017

2.2 PHASE 2 PROJECT SCHEDULE: Completed by March 31, 2019

2.3 SEP COMPLETION REPORT: Submitted by April 30, 2019

3.0 SEP REPORTS

3.1 SEP Progress Reports:

C.E. Bradley shall submit quarterly SEP Progress Reports in accordance with paragraph 15 of the CAFO, containing the following information:

- a. a detailed description of the SEP activities completed during the preceding calendar quarter;
- b. a description of the work that is anticipated to be completed during the next three-month period; and
- c. a detailed description of any problems encountered in implementing the SEP during the quarter and the solutions thereto.

3.2. SEP Completion Report:

C.E. Bradley shall submit a SEP Completion Report in accordance with paragraph 15 of the CAFO, containing 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 invoices, purchase orders, receipts, canceled checks, or wire transfer records that specifically identify and itemize the individual costs associated with the SEP. Where the SEP Completion Report includes costs not eligible for SEP credit, those costs must be clearly identified as such;
- d. certification that the SEP has been fully completed in compliance with the CAFO;
- e. an explanation of the environmental benefits of the SEP, including, but not limited to the overall control efficiency of the air control system; and
- f. the following statement, signed by Rashed Kanaan, under penalty of law, attesting that the information contained in the SEP Completion Report is true, accurate, and not misleading:

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.

In itemizing costs in the SEP Completion Report, Respondents shall clearly identify and provide acceptable documentation for all eligible SEP costs. For purposes of this paragraph, "acceptable documentation" includes, without limitation, invoices, purchase orders, or other documentation that specifically identifies and itemizes the individual costs of the goods and/or services for which payment was made and an accounting of goods and services provided by C.E. Bradley's contractors and vendors. 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.