

EPA ENFORCEMENT ACCOUNTS RECEIVABLE CONTROL NUMBER FORM FOR ADMINISTRATIVE ACTIONS

This form was originated by Wanda I. Santiago for

Audrey Zucker  
Name of Case Attorney

9/30/14  
Date

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

Case Docket Number RCRA-01-2013-0072

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:

United Abrasives, Inc.  
185 Boston Post Road  
North Windham, CT 06256

Total Dollar Amount of Receivable \$ 26,619.00 Due Date: 10/30/14

SEP due? Yes  No  Date Due \_\_\_\_\_

Installment Method (if applicable)

INSTALLMENTS OF:

1<sup>st</sup> \$ \_\_\_\_\_ on \_\_\_\_\_  
2<sup>nd</sup> \$ \_\_\_\_\_ on \_\_\_\_\_  
3<sup>rd</sup> \$ \_\_\_\_\_ on \_\_\_\_\_  
4<sup>th</sup> \$ \_\_\_\_\_ on \_\_\_\_\_  
5<sup>th</sup> \$ \_\_\_\_\_ 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

**BY HAND**

September 30, 2014

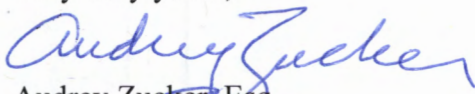
Wanda Santiago  
Regional Hearing Clerk  
U.S. Environmental Protection Agency  
Region 1 (ORA 18-1)  
5 Post Office Square  
Boston, MA 02140

Re: United Abrasives, Inc.  
Docket No. RCRA-01-2013-0072

Dear Ms. Santiago:

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

Very truly yours,

  
Audrey Zucker, Esq.

cc: Judge M. Lisa Buschmann  
Nicholas J. Harding, Esq.

Enclosure

RECEIVED

SEP 30 2014

EPA ORC *WS*  
Office of Regional Hearing Clerk

Docket No. RCRA-01-2013-0072

CERTIFICATE OF SERVICE

I hereby certify that on September 30, 2014, the original and one copy of the Consent Agreement and Final Order, in the Matter of United Abrasives, Inc., Docket No. RCRA-01-2013-0072, were hand-delivered to the Regional Hearing Clerk and a copy was sent to Judge M. Lisa Buschmann and 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 mail to:

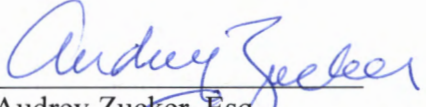
M. Lisa Buschmann, Administrative Law Judge  
U.S. EPA  
Office of Administrative Law Judges  
Ronald Reagan Building, Room M1200  
1300 Pennsylvania Avenue, NW  
Washington, DC 20004

Copy by electronic mail to:

Nicholas Hardin, Esq.  
[nharding@rrlawpc.com](mailto:nharding@rrlawpc.com)

Dated:

9/30/14

  
Audrey Zucker, Esq.  
U.S. Environmental Protection Agency  
Region 1  
5 Post Office Square, Suite 100  
Boston, MA 02109

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 1**

In the Matter of:	)	
	)	
United Abrasives, Inc.	)	Docket Number
	)	RCRA-01-2013- <del>072</del>
Respondent	)	
	)	
Proceeding under Section 3008(a)	)	
of the Resource Conservation Act,	)	
42 U.S.C. § 6928(a)	)	
	)	

**CONSENT AGREEMENT AND FINAL ORDER**

Complainant, the United States Environmental Protection Agency ("EPA"), having filed the Complaint herein on September 27, 2013, against Respondent, United Abrasives, Inc. ("Respondent"); 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 without further litigation 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, 3004, 3010, and 3014 of RCRA, 42 U.S.C. §§ 6922, 6924, 6930, and 6935, Chapter 22a of the Connecticut General

**RECEIVED**

**SEP 30 2014**

EPA ORC *WS*  
Office of Regional Hearing Clerk

Statutes, and the Connecticut Hazardous Waste Management Regulations promulgated thereunder, codified at the Regulations of the Connecticut State Agencies ("RCSA") Sections 22a-449(c)-100 through 110; 22a-449(c)-113 and 22a-449(c)-119.

3. Respondents filed its Answer on March 14, 2014.

4. This Consent Agreement and Final Order 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, and, without admitting or denying the factual allegations contained in the Complaint or in this Consent Agreement and Final Order, consents to the terms of this Consent Agreement and Final Order.

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 Consent Agreement.

## **II. TERMS OF SETTLEMENT**

7. Respondent certifies that its facility located in North Windham, Connecticut, is now in compliance with Sections 3002, 3004, 3010, and 3014 of RCRA and the federal and state hazardous waste regulations promulgated thereunder.

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 \$26,619.00.

9. Respondent consents to the issuance of this Consent Agreement and Final Order 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. Not more than thirty (30) days after the date of issuance of the executed Final Order signed by the EPA Regional Judicial Officer, Region 1, Respondent shall pay the civil penalty by depositing in the United States mail a check issued by Respondent, payable to the order of "Treasurer, United States of America" and referencing the title and docket number of the action ("In the Matter of United Abrasives, Inc., Docket Number RCRA-01-2013-0722"), in the amount of \$26,619.00 to:

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

The date said check is deposited in the mail shall be considered the date that the payment is made.

Respondent shall simultaneously submit copies of the penalty payment check to:

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

and to:

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

11. Respondent shall complete the following SEP which the parties agree is intended to secure significant environmental or public health protection and improvements: Respondent shall purchase, install, and operate a Scheugenpflug Model A310 epoxy dispensing/dosing unit (“Dosing Machine”) at its facility in North Windham, CT. The Dosing Machine will be used to eliminate or reduce the waste generated for disposal at the facility of epoxy resins. This project is further described in and shall be implemented in accordance with the Scope of Work attached to and hereby incorporated into this Consent Agreement and Final Order as Attachment 1 (the “SOW”).

12. Respondent shall spend a total of \$99,819.00 on the SEP in accordance with the SOW. The SEP shall be completed by within six months of the effective date of this Consent Agreement and Final Order. Respondent shall include documentation of the expenditures made in connection with the SEP as part of the SEP Completion Report.

13. Respondent hereby certifies that, as of the date of this Consent Agreement and Final Order, 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 under any grant or agreement with any governmental or private entity, as injunctive relief in this or any other case, or in compliance with state or local requirements. Respondent further certifies that Respondent

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

14. Respondent certifies that it is not a party to any open federal financial assistance transaction that is funding or could be used to fund the same activity as the SEP. Respondent further certifies that, to the best of its knowledge and belief after reasonable inquiry, there is no such open federal financial transaction that is funding or could be used to fund the same activity as the SEP, nor has the same activity been described in an unsuccessful federal financial assistance transaction proposal submitted to 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.

15. At a minimum, Respondent shall submit to EPA quarterly SEP Progress Reports three months and six months after the effective date of this Consent Agreement and Final Order. If Respondent’s six month SEP Progress Report fails to document that the Dosing Machine is fully operational, Respondent shall continue to submit SEP Progress Reports until Respondent documents that the Dosing Machine is fully operational. Respondent shall submit a SEP Completion Report one month after the Dosing Machine has been fully operational for one year. The quarterly SEP Progress Reports and the SEP Completion Report shall contain the information set forth in Paragraphs 3 and 4, respectively, of the SOW.

16. Respondent agrees that failure to submit the SEP Completion Report in accordance with the requirements of paragraph 15 above, shall be deemed a violation of this Consent



Agreement and Final Order and Respondent shall become liable for stipulated penalties pursuant to paragraph 22 below.

17. Respondent shall submit all notices and reports required by this Consent Agreement and Final Order by first class mail to:

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

and to:

Richard Piligian  
Environmental Engineer  
U.S. Environmental Protection Agency, Region 1  
5 Post Office Square, Suite 100 (OES 05-1)  
Boston, Massachusetts 02109

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 and/or services 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 and/or services 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 Consent Agreement and Final Order for a period of three (3) years after completion of all requirements set forth in this Consent

Agreement and Final Order 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, the SEP Completion Report, submitted to EPA pursuant to this Consent Agreement and Final Order, Respondent shall, by Joseph Patrello, Senior Vice President, who has been designated by Respondent's undersigned officer, 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 Consent Agreement and Final Order relating to the payment of the penalty or performance of the SEP described in paragraphs 11 and 12 above and the SOW, and/or to the extent that the actual expenditure for the SEP does not equal or exceed the cost of the SEP set forth in paragraph 12 above, Respondent shall be liable for stipulated penalties according to the provisions set forth below:

- (i) If Respondent fails to pay the penalty amount specified in paragraph 8 above by the date required in paragraph 10 above, Respondent shall pay stipulated penalties in the amount of \$500 per day until payment is received by EPA;
- (ii) If Respondent has not made good faith efforts to implement the SEP and does not satisfactorily complete the SEP pursuant to this Consent Agreement and Final Order and the SOW, Respondent shall pay a stipulated penalty in the amount of \$124,774.00 (125% of SEP amount) plus interest from the effective date of this Consent Agreement and Final Order at the IRS underpayment rate;

(iii) If the SEP is not completed in accordance with paragraphs 11 and 12 and the SOW and Respondent has spent less than 90% of the total amount of money required to be spent on the SEP, but Complainant determines that Respondent made good faith and timely efforts to implement the project in accordance with paragraphs 11 and 12 and the SOW, then Respondent shall pay a stipulated penalty to the United States equal to the difference between the total amount spent on the SEP and the total amount required to be spent on the SEP (\$99,819), plus interest from the effective date of this Consent Agreement and Final Order at the IRS underpayment rate;

(iv) If the SEP is not completed in accordance with paragraphs 11 and 12 and the SOW, but Complainant determines that Respondent: (a) made good faith and timely efforts to complete the SEP; and (b) Respondent certifies, with supporting documentation, that it has spent at least 90 percent of the total amount of money which was required to be spent on the SEP, Respondent shall not be liable for any stipulated penalty;

(v) If the SEP is completed in accordance with paragraphs 11 and 12 and the SOW, but Respondent has spent less than 90 percent of the total amount of money required to be spent for the SEP, Respondent shall pay a stipulated penalty to the United States equal to the difference between the total amount spent on the SEP and the total amount required to be spent on the SEP (\$99,819.00) plus interest from the effective date of this Consent Agreement and Final Order at the IRS underpayment rate;

(vi) If the SEP is completed in accordance with paragraphs 11 and 12 and the SOW and Respondent has spent at least 90 percent of the amount of money required to be spent for the SEP, Respondent shall not be liable for any stipulated penalties;

(vii) For failure to submit a SEP Completion Report required by paragraph 15 above, Respondent shall pay a stipulated penalty in the amount of \$300 for each day after the report was due until the report is received by EPA.

23. The determination as to whether the SEP has been satisfactorily completed and whether Respondent has made good faith, timely efforts to implement the SEP shall be in the sole discretion of EPA, provided that if, as specified in paragraph 12, Respondent has spent at least \$99,819.00 on the SEP in compliance with the SOW, the SEP shall be considered to have been completed.

24. Stipulated penalties for subparagraphs 22(i) and (vii) 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.

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 in accordance with the provisions of paragraph 10 above.

26. Nothing in this Consent Agreement and Final Order 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.

27. 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."

28. This Consent Agreement and Final 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 purchased by Respondent in connection with the SEP undertaken pursuant to this Consent Agreement and Final Order.

29. This Consent Agreement and Final Order constitutes a settlement by EPA of all claims for civil penalties pursuant to RCRA for the violations alleged in the Complaint. Nothing in this Consent Agreement and Final Order is intended to nor shall be construed to operate in any way to resolve any criminal liability of the Respondent. Nothing in the Consent Agreement and Final Order 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.

30. If Respondent fails to pay the civil penalty 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 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).

31. The civil penalty due, and any interest, non-payment penalties or charges that arise pursuant to this 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 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.

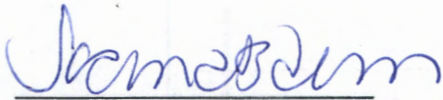
32. For federal income tax purposes, Respondent agrees that it will neither capitalize into inventory or basis nor deduct any costs or expenses incurred in performing the SEP.

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

34. Each party shall bear its own costs and attorneys' fees in connection with the action resolved by this Consent Agreement and Final Order. 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.

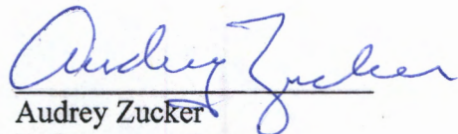
**In the Matter of United Abrasives, Inc.**  
**Docket No. RCRA-01-2013-0722**

For Complainant:



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

Date: 9/29/14



Audrey Zucker  
Enforcement Counsel  
U.S. Environmental Protection Agency  
Region 1

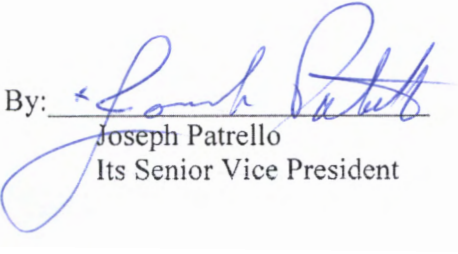
Date: 9/26/14



**In the Matter of United Abrasives, Inc.  
Docket No. RCRA-01-2013-0722**

For Respondent:

United Abrasives, Inc.

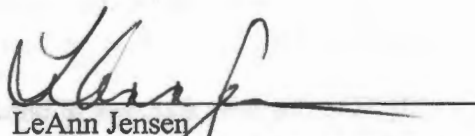
By:   
Joseph Patrello  
Its Senior Vice President

Date: Sept 26 2014

**In the Matter of United Abrasives, Inc.**  
**Docket No. RCRA-01-2013-0722**

**FINAL ORDER**

The foregoing 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 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

9/30/14  
Date

## **Attachment 1**

### **Supplemental Environmental Project (SEP) Scope of Work (SOW)**

*In the Matter of: United Abrasives, Inc.  
Docket No. RCRA-01-2013-0722*

#### **1. Description of Project:**

Pursuant to this project, Respondent shall, within six months of the effective date of the Consent Agreement and Final Order ("CAFO"), acquire, install, and operate a Scheugenpflug Model A310 epoxy dispensing/dosing unit ("Dosing Machine") at its facility in North Windham, CT (the "Facility"). The Dosing Machine will be used to eliminate or reduce the waste disposal at the Facility of epoxy resins described in the Material Safety Data Sheets attached hereto.

Respondent currently manufactures a variety of bonded abrasive wheels designed to cut and/or grind a variety of metals or concrete surfaces. Some of its products have a hub attached to the grinding wheel. Respondent uses a two-part epoxy bonding system with a mechanical locking system to attach the hubs to the cutting/grinding wheels. Currently, Respondent's employees manually pour and mix the epoxy and hardener, and apply this substance to the hub and wheel as part of Respondent's operations. Quality tests are performed at several intervals. Throughout the production process, samples of the mixed epoxies are evaluated to ensure proper mixing ratios. In addition, sample finished wheels are tested to analyze the strength of the cured epoxy.

Respondent shall substitute the above-described manual epoxy mixing and application process by acquiring, installing, operating a Dosing Machine. As a result of this SEP, Respondent's generation of waste epoxy and hardener raw materials will be significantly reduced. In addition, Respondent will employ less testing and thereby produce fewer off-spec products in need of disposal.

#### **2. Schedule:**

Respondent shall complete the SEP on the following schedule:

- a. Within one month after the effective date of the CAFO, Respondent shall enter into a contract to acquire the Dosing Machine.
- b. Within two months after acquisition of the Dosing Machine, Respondent shall take delivery of the Dosing Machine at the Facility.
- c. Within three months after delivery of the Dosing Machine at the Facility, Dosing Machine shall be installed and fully operational.

### **3. SEP Progress Reports:**

At a minimum, Respondent shall submit to EPA quarterly SEP Progress Reports three months and six months after the effective date of this CAFO. If Respondent's six month SEP Progress Report fails to document that the Dosing Machine is fully operational, Respondent shall continue to submit SEP Progress Reports until Respondent documents that the Dosing Machine is fully operational. In each SEP Progress Report, Respondent shall summarize the steps taken to achieve the milestones set forth in Paragraph 2 above, and provide supporting documentation, to establish that it has acquired the Dosing Machine, the date and cost of acquisition, the date of delivery and installation, and the date on which the Dosing Machine became fully operational.

### **4. SEP Completion Report:**

Within thirteen (13) months after the Dosing Machine is fully operational, Respondent shall submit to EPA a SEP Completion Report, containing the following information:

- a. Confirmation that since the date on which the Dosing Machine became fully operational, Respondent continuously used the Dosing Machine as part of its operations (and, if applicable, an explanation as to why Respondent did not use the Dosing Machine on a continuous basis following the date on which the Dosing Machine became fully operational);
- b. An assessment of the total waste reduction achieved through use of the Dosing Machine, for the period beginning on the date that the Dosing Machine became fully operational until 12 months thereafter. This assessment shall include, but not be limited to, a calculation on the reduction of product residue, mixed epoxy sampling, and generation/disposal of wheels;
- c. A summary, with documentation, of all costs associated with the SEP in accordance with Paragraph 18 of the CAFO;
- d. Certification that Respondent completed the SEP in compliance with this CAFO;
- e. The certification language and signature required in Paragraph 19 of the CAFO.

In itemizing costs in the SEP Completion Report, Respondent 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. Canceled checks do not constitute acceptable documentation unless such checks specifically identify and itemize the individual costs of the goods and/or services for which payment is being made.

# MATERIAL SAFETY DATA SHEET

## FOR COATINGS, RESINS, AND RELATED MATERIALS

This MSDS sheet meets the requirements of the Federal OSHA Hazard Communication Standard (29 CFR 1910.1200)

### SECTION I

Manufacturers Name: RBC Industries, Inc. Date of prep: October 5, 2012  
Street Address: 80 CYPRESS STREET City, State, Zip: WARWICK RI 02888  
Emergency Phone No: 800-424-9300 (CHEMTREC) Chemical Family: EPOXY RESIN  
Information Phone No: 401-941-3000  
Manufacturers Code Name: RBC #2350 BLUE Chemical Name: DIGLYCIDYLETHER OF BISPHENOL-A

### SECTION II HAZARDOUS INGREDIENTS

Ingredient	% (optional)	CAS Number	OSHA PEL mg/m <sup>3</sup>	ACGIH TLV-TWA mg/m <sup>3</sup>
EPOXY RESIN		25085-99-8	NOT ESTABLISHED	NOT ESTABLISHED
NONYLPHENOL		25154-52-3	NOT ESTABLISHED	NOT ESTABLISHED

CONTAINS NO HAZARDOUS CHEMICALS IN EXCESS IF 1% AS INDICATED BY SUPPLIER'S MATERIAL SAFETY DATA SHEETS AND OSHA'S HAZARDOUS CHEMICALS STANDARDS

### SECTION III PHYSICAL DATA

Boiling Point (DEG F): N/A Specific Gravity (Water=1): 1.14  
Vapor Pressure (mm Hg): N/A Percent Volatile by Volume: 0.0  
Vapor Density (Air=1): N/A Evaporation Rate Vs Ether: N/A  
Solubility in Water: NO  
Appearance and Order: BLUE COLORED LIQUID, SWEET CHARACTERISTIC ODOR

### SECTION IV FIRE AND EXPLOSION HAZARD DATA

Flash Point (Method Used): 485 Deg F (PMCC) Flammable Limits: Not Determined

Extinguishing Media: Use Water Spray, Dry Chemical, Foam or Carbon Dioxide

Special Fire Fighting Procedures: Treat As A Class B Fire

Unusual Fire and Explosion Hazards: None

### SECTION V HEALTH HAZARD DATA

#### Effects of Overexposure:

**INGESTION:** LOW ACUTE ORAL TOXICITY; LD50 (RAT) GREATER THAN 2000 MG/KG.

**EYE CONTACT:** MINOR TRANSIENT IRRITATION. NO CORNEAL INJURY LIKELY.

**SKIN CONTACT:** ONLY MINOR IRRITATION. MAY BE A SKIN SENSITIZER.

**SKIN ABSORPTION:** NOT LIKELY TO BE ABSORBED THROUGH SKIN IN TOXIC AMOUNTS.

**INHALATION:** NOT CONSIDERED A PROBLEM UNLESS HEATED TO HIGH TEMPERATURE.

#### Emergency First Aid Procedure:

**SKIN CONTACT:** WASH WITH SOAP AND WATER; WASH CLOTHES BEFORE REUSE.

**EYE CONTACT:** IRRIGATE WITH WATER FOR FIVE MINUTES; CONSULT PHYSICIAN.

**INHALATION:** REMOVE TO FRESH AIR IF EFFECTS OCCUR; CONSULT PHYSICIAN.

**INGESTION:** INDUCE VOMITING IF LARGE AMOUNTS ARE INGESTED.

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## SECTION VI REACTIVITY DATA

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**Stability:** STABLE

**Incompatibility (Materials to Avoid):**

STRONG ACIDS, AMINES, MERCAPTANS, BASES (IN UNCONTROLLED AMOUNTS)

**Hazardous Decomposition Products:**

THERMAL DECOMPOSITION MAY PRODUCE CARBON MONOXIDE AND/OR CARBON DIOXIDE.

**Hazardous Polymerization:** WILL NOT OCCUR.

**Conditions to Avoid:** STRONG ACIDS, AMINES, MERCAPTANS, BASES (IN UNCONTROLLABLE AMOUNTS)

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## SECTION VII SPILL OR LEAK PROCEDURE

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**Steps to be taken if Release or Spilled:** ABSORB WITH INERT MATERIAL (SAND, VERMICULITE, ETC.), SWEEP OR SCOOP UP AND PUT IN DISPOSAL CONTAINER. FLUSH AREA IMMEDIATELY WITH PLENTY OF WATER; PREVENT WASHINGS FROM ENTERING WATERWAYS.

**Waste Disposal Method:** INCINERATE IN FURNACE OR BURY IN LANDFILL IN ACCORDANCE WITH FEDERAL, STATE, AND LOCAL REGULATIONS.

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## SECTION VIII SPECIAL PROTECTION INFORMATION

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**Respiratory Protection:** NIOSH APPROVED ORGANIC VAPOR RESPIRATORS ARE ONLY REQUIRED WHEN VENTILATION IS INADEQUATE. NIOSH APPROVED AIR-LINE RESPIRATORS WITH AUXILIARY ESCAPE AIR TANKS OR SELF-CONTAINED BREATHING APPARATUS SHOULD BE USED IN CONFINED SPACES.

**Ventilation:** LOCAL MECHANICAL EXHAUST.

**Protective Gloves:** IMPERVIOUS GLOVES.

**Eye Protection:** SAFETY GLASSES WITH SIDE SHIELDS.

**Other Protective Equipment:** SAFETY SHOWER AND EYE BATH SHOULD BE PROVIDED. USE COVERALLS OR APRON TO PROTECT AGAINST SKIN AND CLOTHING CONTAMINATION.

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## SECTION IX SPECIAL PRECAUTIONS

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**Precautions to be Taken in Storage and Handling:** PRACTICE REASONABLE CARE AND CLEANLINESS.

**Other Precautions:** AVOID GROSS CONTAMINATION OF SKIN. WASH SKIN WITH PLENTY OF SOAP AND WATER. USE WITH ADEQUATE VENTILATION. AVOID BREATHING VAPORS.

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N/A INDICATE THAT THIS SPECIFICATION DOES NOT APPLY TO THIS PRODUCT

# MATERIAL SAFETY DATA SHEET

## FOR COATINGS, RESINS, AND RELATED MATERIALS

This MSDS sheet meets the requirements of the Federal OSHA Hazard Communication Standard (29 CFR 1910.1200)

### SECTION I

**Manufacturers Name:** RBC Industries, Inc. **Date of prep:** October 5, 2012  
**Street Address:** 80 CYPRESS STREET **City, State, Zip:** WARWICK RI 02888  
**Emergency Phone No:** 800-424-9300 (CHEMTREC) **Chemical Family:** EPOXY CURING AGENT  
**Information Phone No:** 401-941-3000  
**Manufacturers Code Name:** HARDENER AB-521 YELLOW **Chemical Name:** POLYAMIDE

### SECTION II HAZARDOUS INGREDIENTS

Ingredient	% (optional)	CAS Number	OSHA PEL mg/m <sup>3</sup>	ACGIH TLV-TWA mg/m <sup>3</sup>
MODIFIED POLYAMINDO AMINE		68082-29-1	NOT ESTABLISHED	NOT ESTABLISHED
DIETHYLENETRIAMINE		111-40-0	4	4

### SECTION III PHYSICAL DATA

**Boiling Point (DEG F):** >500 Deg F **Specific Gravity (Water=1):** .97  
**Vapor Pressure (mm Hg):** N/A **Percent Volatile by Volume:** 0.0  
**Vapor Density (Air=1):** N/A **Evaporation Rate Vs Ether:** LESS THEN  
**Solubility in Water:** YES  
**Appearance and Order:** YELLOW LIQUID, AMONIACAL ODOR

### SECTION IV FIRE AND EXPLOSION HAZARD DATA

**Flash Point (Method Used):** 560 Deg F (ASTM D92-72) **Flammable Limits:** NOT DETERMINED

**Extinguishing Media:** Use Water Spray, Dry Chemical, Foam or Carbon Dioxide

**Special Fire Fighting Procedures:** Treat As A Class B Fire: Use Water To Cool Containers

**Unusual Fire and Explosion Hazards:** None

### SECTION V HEALTH HAZARD DATA

**Effects of Overexposure:**

**INGESTION:** LOW ACUTE ORAL TOXICITY.

**EYE CONTACT:** EXTREMELY IRRITATING WITH POSSIBLE EYE INJURY.

**SKIN CONTACT:** OVEREXPOSURE COULD CAUSE BURNS OR BLISTERING.

**SKIN ABSORPTION:** NOT LIKELY TO BE ABSORBED THROUGH SKIN IN TOXIC AMOUNTS.

**INHALATION:** NOT CONSIDERED A PROBLEM UNLESS HEATED TO HIGH TEMPERATURE.

**Emergency First Aid Procedure:**

**SKIN CONTACT:** WASH WITH SOAP AND WATER; WASH CLOTHES BEFORE REUSE.

**EYE CONTACT:** IRRIGATE WITH WATER FOR FIFTEEN MINUTES; CONSULT PHYSICIAN.

**INHALATION:** REMOVE TO FRESH AIR IF EFFECTS OCCUR; CONSULT PHYSICIAN.

**INGESTION:** DO NOT INDUCE VOMITING; GIVE LARGE QUANTITIES OF WATER; GIVE ONE OUNCE VINEGAR IN ONE OUNCE WATER; CONSULT PHYSICIAN.

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## SECTION VI REACTIVITY DATA

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**Stability:** STABLE

**Incompatibility (Materials to Avoid):**  
FIRE, EXCESSIVE HEAT

**Hazardous Decomposition Products:**

DECOMPOSITION MAY PRODUCE CARBON MONOXIDE AND/OR CARBON DIOXIDE.

**Hazardous Polymerization:** WILL NOT OCCUR.

**Conditions to Avoid:** LARGE VOLUME EPOXY/HARDENER MIXTURES

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## SECTION VII SPILL OR LEAK PROCEDURE

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## SECTION VIII SPECIAL PROTECTION INFORMATION

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**Eye Protection:** SAFETY GLASSES WITH SIDE SHIELDS.

**Other Protective Equipment:** SAFETY SHOWER AND EYE BATH SHOULD BE PROVIDED. USE COVERALLS OR APRON TO PROTECT AGAINST SKIN AND CLOTHING CONTAMINATION.

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## SECTION IX SPECIAL PRECAUTIONS

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N/A INDICATE THAT THIS SPECIFICATION DOES NOT APPLY TO THIS PRODUCT