

EPA ENFORCEMENT ACCOUNTS RECEIVABLE CONTROL NUMBER FORM FOR ADMINISTRATIVE ACTIONS

This form was originated by Wanda I. Santiago for Laura J. Berry 3/4/14  
Name of Case Attorney Date

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

Case Docket Number EPCRA-01-2013-0052

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:

Northeastern Shaped Wire, Inc.  
411 North Main Street  
Southington, CT 06489

Total Dollar Amount of Receivable \$ 5,620 Due Date: 4/3/14

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 – New England  
5 Post Office Square, Suite 100  
Boston, MA 02109-3912

March 4 2014

BY HAND

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

Re: *In the matter of Northeastern Shaped Wire, Inc., Docket No. EPCRA-01-2013-0052*

Dear Ms. Santiago:

Enclosed for filing are the following original documents, and one copy of each, relating to the above-referenced matter:

1. Consent Agreement and Final Order; and
2. Certificate of Service.

Kindly file the documents in the usual manner. Thanks very much for your help.

Very truly yours,

A handwritten signature in blue ink that reads "Laura J. Berry".

Laura J. Berry  
Enforcement Counsel

Enclosures

cc: Nicholas J. Harding, Esq. (Respondent's counsel)  
Chris Rascher, OES, EPA Region 1

EPA ORC  
OFFICE OF  
REGIONAL HEARING CLERK  
US

2014 MAR -4 P 2:51

RECEIVED

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 1

\_\_\_\_\_  
)  
In the Matter of )  
)  
)  
NORTHEASTERN )  
SHAPED WIRE, INC. )  
)  
)  
411 North Main St. )  
Southington, CT 06489 )  
)  
)  
Respondent )  
\_\_\_\_\_

Docket No: EPCRA-01-2013-0052

RECEIVED  
2014 MAR -4 P 3:51  
EPA ORC  
OFFICE OF  
REGIONAL HEARING  
CLERK

**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, Northeastern Shaped Wire, Inc. (“Respondent”), the Parties herein, on August 13, 2013;

Respondent having received extensions to file an Answer and Request for Hearing until February 21, 2014; 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 and the Revocation/Termination or Suspension of Permits, 40 C.F.R. Part 22.

2. EPA’s Complaint alleged that Respondent failed to submit timely, complete, and correct Toxic Chemical Release Inventory Reporting Forms (“TRI Forms”) to EPA for the chemicals ammonia, chromium, copper, and nickel, which were manufactured, processed, or otherwise used at Respondent’s facility located at 411 N. Main Street in Southington, Connecticut (the “Facility”), in quantities equal to or greater than the threshold amounts established for these chemicals at 40 C.F.R. § 372.25, 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 claims 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 specific factual allegations contained in the Complaint, consents to the terms of this CAFO and to the payment of the civil penalty cited herein.

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

6. Respondent certifies that it is currently operating the Facility described in paragraph 9 of the Complaint in compliance with Section 313 of EPCRA, 42 U.S.C. § 11023, and the federal regulations found at 40 C.F.R. Part 372.



7. Respondent consents to the issuance of this CAFO and consents for the purposes of settlement to the payment of the penalty cited in paragraph 29 and to the performance of the Supplemental Environmental Project (“SEP”) hereinafter described.

**Supplemental Environmental Project**

8. Respondent shall complete the following SEP, which will help protect workers and the Southington, Connecticut community by preventing or mitigating releases of ammonia from the Facility, and which the parties agree is intended to secure significant environmental or public health protection and benefits.

9. Respondent shall purchase, install, and employ an ammonia detection and advanced alarm system that provides continuous leak detection monitoring throughout the ammonia storage and process areas at the Facility and that can activate an automatic shut-off valve to prevent further ammonia releases (the “fixed detection and alarm system”) and handheld gas detection meters and an instrument docking station (“handheld detection system”), 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:

a. purchase and install the fixed detection and alarm system described in the Scope of Work, by issuing purchase orders for the equipment within thirty (30) days after the effective date of this CAFO and by installing the fixed detection and alarm system at the Facility within one hundred eighty (180) days after the effective date of this CAFO, as provided in the Scope of Work;

b. purchase the handheld detection system described in the Scope of Work within one hundred eighty (180) days after the effective date of this CAFO, as provided in the Scope of Work; and

c. operate and maintain the fixed detection and alarm system, as more specifically described in the Scope of Work, for a minimum of three (3) years.

10. Respondent represents that the fixed detection and alarm system and the handheld detection system described above and in Exhibit A exceed the requirements of the most current industry standards.

11. The total expenditure for the SEP shall not be less than twenty-six thousand six hundred and twenty-five dollars (\$26,625), 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. After installation and start-up of the fixed detection and alarm system and purchase of the handheld detection system, Respondent shall submit a Completion Report for the SEP, as specified in paragraph 16 below.

13. 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 other forum. Respondent specifically certifies as follows:

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, 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 other person.

14. Respondent agrees that EPA may inspect Respondent's Facility located at 411 N. Main Street in Southington, Connecticut, at any time to confirm that the SEP was undertaken in conformity with the representations made herein.

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

16. As described in paragraph 12 above, Respondent shall submit a SEP Completion Report to EPA within sixty (60) days of installation and start-up of the fixed detection and alarm system and purchase of the handheld detection system. The SEP Completion Report shall contain the following information:

a. A detailed description of the SEP as implemented, including photographs of the newly installed fixed detection and alarm system and associated equipment and the handheld detection system and associated equipment at the Facility;

- b. A description of any implementation problems encountered and the solutions thereto;
- c. Itemized costs, documented by copies of invoices, purchase orders, receipts, cancelled 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. A description of the monitoring, testing, and calibration program for the fixed detection and alarm system and for the handheld detection system that the Facility will follow to ensure that the equipment remains in good working condition and that manufacturer or other warranties remain in effect for their full terms;
- e. Certification that the fixed detection and alarm system has been purchased and installed and the handheld detection system has been purchased;
- f. Certification that the fixed detection and alarm system will be operated and maintained for at least three (3) years following its installation;
- g. A description of the environmental and public health benefits resulting from the implementation of the SEP (with quantification of the benefits and pollutant reductions, if feasible);
- h. A statement that no tax returns filed or to be filed by Respondent will contain deductions or depreciations for any expense associated with the SEP; and
- i. The following statement, signed by Respondent's officer, 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.*

17. Except as specified in paragraph 30, Respondent shall submit all notices and reports required by this CAFO, by first class mail or any other commercial delivery service, to:

Laura J. Berry  
Enforcement Counsel (Mail Code OES 04-2)  
U.S. Environmental Protection Agency, Region 1  
5 Post Office Square, Suite 100  
Boston, MA 02109-3912

and

Chris Rascher  
EPCRA 313 Coordinator (Mail Code OES 05-1)  
U.S. Environmental Protection Agency, Region 1  
5 Post Office Square, Suite 100  
Boston, MA 02109-3912

18. Respondent shall maintain, for a period of three (3) years from the date of submission of the SEP Completion Report, legible copies of all research, data, and other information upon which Respondent relied to write the SEP Completion Report and shall provide such documentation within fourteen (14) days of a request from EPA.

19. Respondent agrees that failure to submit the SEP Completion Report shall be deemed a violation of this CAFO, and Respondent shall become liable for stipulated penalties pursuant to paragraph 22 below.

20. After receipt of the SEP Completion Report described in paragraph 16 above, EPA will notify Respondent (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 22 herein.

21. If EPA elects to exercise options (i) or (iii) in paragraph 20 above, Respondent may object in writing to the notice of deficiency given pursuant to this paragraph within ten (10) business days of receipt of such notice, except that this right to object shall not be available if EPA found that the project was not completed satisfactorily because Respondent failed to implement or abandoned the project. EPA and Respondents 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 or SEP Completion Report. If agreement cannot be reached on any such issue within this thirty (30) day period as may be extended by the written agreement of both EPA and Respondent, EPA shall provide a written statement of its decision on adequacy of 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 that are not inconsistent with this CAFO 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 22 herein.

22. 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 Appendix A and paragraphs 9 through 12 above and/or to the extent that the actual expenditures for the SEP do not equal or exceed the cost of the SEP, as set forth in paragraph 11 above, Respondent shall be liable for stipulated penalties according to the provisions set forth below:

a. If EPA determines that Respondent completely or substantially failed to implement the SEP in accordance with this CAFO, Respondent shall pay a stipulated penalty to the United States in the amount of twenty-nine thousand two hundred and ninety dollars (\$29,290);

b. If EPA determines that Respondent made good faith efforts to complete the SEP in accordance with this CAFO, but Respondent spent less than the amount of money which was required to be spent for the SEP, 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, in accordance with paragraph 11, and the actual amount spent on the project, plus interest from the effective date of this CAFO;

c. After giving effect to any extensions of time granted by EPA, Respondent shall pay a stipulated penalty in the amount of \$200 for each day the SEP Completion Report required by paragraph 16 above is late.

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

24. Stipulated penalties as set forth in paragraph 22 above shall begin to accrue on the day after performance is due and shall continue 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 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 number of this action (*In re Northeastern Shaped Wire, Inc.*, No. EPCRA-01-2013-0052) 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 ORA 18-1)  
U.S. Environmental Protection Agency, Region 1  
5 Post Office Square, Suite 100  
Boston, MA 02109-3912

and

Laura J. Berry  
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 32 below.

26. 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.

27. Payment of stipulated penalties shall be in addition to any other relief available under federal law. EPA may, in its sole discretion, decide not to seek stipulated penalties or to waive any portion of the stipulated penalties that accrue pursuant to this CAFO.

28. Any public statement, oral or written, in print, film, or other media, made by Respondent or its contractors 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 Protections Agency for violations of the Emergency Planning and Community Right-to-Know Act."

### Civil Penalty

29. Pursuant to Section 325(c) of EPCRA, 42 U.S.C. § 11045(c), and taking into account the relevant statutory penalty criteria, the facts alleged in the Complaint, and such other circumstances as justice may require, EPA has determined that it is fair and proper to assess a civil penalty of five thousand six hundred and twenty-six dollars (\$5,626) for the violations alleged in this matter.

30. Within thirty (30) calendar days of the effective date of this CAFO, Respondent shall submit a cashier's or certified check in the amount of \$5,626 payable to the order of the "Treasurer, United States of America." The check should be forwarded to:

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

Respondent shall include the case name and docket number (*In re Northeastern Shaped Wire, Inc.*, No. EPCRA-01-2013-0052) on the face of the check. In addition, at the time of payment, Respondent shall simultaneously send notice of the payment and copies of the check or confirmation of electronic wire transfer 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



Laura J. Berry  
Enforcement Counsel (Mail Code OES 04-2)  
U.S. Environmental Protection Agency, Region 1  
5 Post Office Square, Suite 100  
Boston, MA 02109-3912

31. If Respondent fails to make the payment required by paragraph 30 by the required due date, the total penalty amount of \$5,626, plus all accrued interest (less payments already made), shall become due immediately to the United States upon such failure. Interest shall continue to accrue on any unpaid amounts until the total amount due has been received by the United States. Respondent shall be liable for such amount regardless of whether EPA has notified Respondent of its failure to pay or made a demand for payment. All payments to the United States under this paragraph shall be made by cashier's or certified check as described in paragraph 30.

32. 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 due under paragraph 30 above or any stipulated penalty relating to the performance of the SEP pursuant to paragraph 22 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 payment 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.

33. 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.

34. This CAFO constitutes a settlement by EPA of all claims for civil penalties pursuant to Section 325(c) of EPCRA for the violations alleged in the Complaint. Compliance with this CAFO shall not be a defense to any other actions subsequently commenced pursuant to federal laws and regulations administered by EPA for matters not addressed in the Complaint or this CAFO, and it is the responsibility of Respondent to comply with all applicable provisions of federal, state, or local law.

35. 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.

36. 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 available by virtue of Respondent's violation of this CAFO or of the statutes and regulations upon which the

Complaint and this CAFO is based, or for Respondent's violation of any other applicable provision of law.

37. 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.

38. 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.

39. The terms, conditions, and requirements of this CAFO may not be modified without the written agreement of both parties and approval of the Regional Judicial Officer, except that the Regional Judicial Officer need not approve written agreements modifying the SEP schedule described in paragraph 9 above.

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

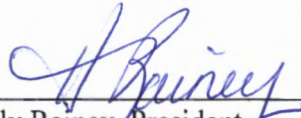
41. Each undersigned representative of the parties to this Consent Agreement certifies that he or she is fully authorized by the party represented to enter into the terms and conditions of this CAFO and to execute and legally bind that party to it.

FOR U.S. ENVIRONMENTAL PROTECTION AGENCY:

Susan Studlien  
Susan Studlien, Director  
Office of Environmental Stewardship  
U.S. Environmental Protection Agency, Region 1

Date: 03/03/14

FOR RESPONDENT NORTHEASTERN SHAPED WIRE, INC.



\_\_\_\_\_  
Holly Rainey, President  
Northeastern Shaped Wire, Inc.

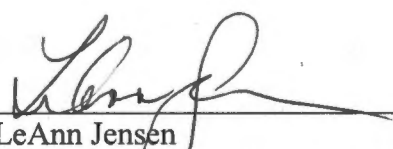
Date: \_\_\_\_\_

2-25-2014

**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: 3/3/14

  
\_\_\_\_\_  
LeAnn Jensen  
Acting Regional Judicial Officer  
U.S. Environmental Protection Agency, Region 1



## EXHIBIT A – SUPPLEMENTAL ENVIRONMENTAL PROJECT

### NORTHEASTERN SHAPED WIRE, INC., NO. EPCRA 01-2013-0052

Northeastern Shaped Wire, Inc. (“Respondent”) operates a facility located at 411 N. Main Street in Southington, Connecticut, where it draws or rolls wire to create coil or other types of wire (the “Facility”). Respondent received an Administrative Complaint arising under EPCRA alleging, among other things, that it violated certain toxic release inventory reporting requirements. Respondent shall perform this supplemental environmental project (“SEP”) as a component of its settlement with EPA.

#### SCOPE OF WORK

As a part of its manufacturing process, Respondent anneals most products at least once in one of the four annealing ovens located on site. The annealing process requires hydrogen, which is dissociated from anhydrous ammonia. The anhydrous ammonia for this process is stored in a tank outside the Facility. Within several hundred feet of the ammonia tank is an auto mechanic garage and a Dunkin Donuts.

Ammonia is highly toxic when released and at certain concentrations can be flammable. To prevent and limit the effects of potential releases of ammonia from the storage tank and annealing process at the Facility, Respondent shall install, operate, and maintain the following fixed ammonia detection and alarm system (“fixed detection and alarm system”) and purchase the following handheld gas detection meters and automated instrument docking station (“handheld detection system”). Respondent represents that the fixed detection and alarm system and the handheld detection system each exceed the requirements of the most current industry standards for non-refrigeration use of ammonia.

1. Install state-of-the-art fixed ammonia detection system that is integrated with automatic shutdown controls and an upgrade alarm and notification system at the Facility (“fixed detection and alarm system”): Within six months of the effective date of this CAFO, Respondent shall install a state-of-the-art ammonia detection system that is integrated with automatic shutdown controls and an upgraded alarm system at the Facility. The fixed detection and alarm system will include four (4) Honeywell Sensepoint XCD RTD Ammonia Detectors (two detectors installed in the workspace near the ammonia dissociator, and two detectors installed in the outdoor area where the ammonia storage tank is located) and a solenoid-activated shut-off valve. If a leak is detected, a local audible alarm and strobe light will be activated and the valve feeding ammonia from the storage tank to the dissociator will be automatically shut off. The existing alarm system at the Facility will also be upgraded to incorporate the ammonia detectors and will include audible and strobe warning devices, a voice notification module to alert employees of the type of alarm activation, and manual pull stations near the ammonia process areas. In the event that Facility staff respond to an ammonia leak and they determine that the release is beyond their ability to control, the fixed detection and alarm system will allow staff to use the manual pull station to automatically alert emergency responders. In the event that the Facility is

unmanned at the time the system detects a leak, the fixed detection and alarm system will recognize that the alarm has not been acknowledged and notify emergency responders. The fixed detection and alarm system will also automatically notify key Facility staff via automatic cell phone notification when the system detects a leak. The approximate cost to purchase and install the fixed detection and alarm system is, \$18,861, including capital and labor costs. Installation of the fixed detection and alarm system will improve the Facility's ability to detect and allow for earlier detection of leaks and system shutdown in order to prevent or mitigate leaks. Responsive action will be possible much sooner than at present.

2. Purchase handheld gas detection meters and an instrument docking station ("handheld detection system") for the Facility: Within six months of the effective date of this CAFO, Respondent shall purchase handheld gas detection meters and an automated instrument docking station for the Facility. The handheld detection system will include two (2) Honeywell GasAlert Micro 5 multi-gas detectors and one (1) Honeywell MicroDock II automated instrument docking station. The approximate cost to purchase the handheld detection system is \$6,720. The handheld detection system will be used to evaluate and identify sources of ammonia leaks at the Facility, should they occur. The meters will also be used during the Facility's regular inspections of its ammonia processes. The handheld detection system will improve the Facility's ability to pinpoint and mitigate leaks from the ammonia system, and responsive action will be more accurate and timely than at present.
  
3. Operate and maintain the fixed detection and alarm system for at least three (3) years: Respondent shall operate and maintain the fixed detection and alarm system for at least three (3) years from the effective date of this CAFO. Respondent shall develop and implement a monitoring, testing, and calibration program for the fixed detection and alarm system and for the handheld detection system, in accordance with manufacturer recommendations, in order to ensure that the equipment remains in good working condition and that manufacturer or other warranties remain in effect for their full terms.

The cost estimate for the SEP is:

- |  |                   |
|--|-------------------|
| 1. Purchase and installation of fixed detection and alarm system, including capital costs and labor. | \$18,861.00       |
| 2. Purchase handheld detection system.   | \$6,720.00        |
| 3. Monthly monitoring costs for fixed detection and alarm system for a period of three years.        | <u>\$1,044.00</u> |

**SEP TOTAL COST: \$26,625.00**