

EPA ENFORCEMENT ACCOUNTS RECEIVABLE CONTROL NUMBER FORM FOR ADMINISTRATIVE ACTIONS

This form was originated by Wanda I. Rivera for Amanda J. Helwig 8/14/08
Name of Case Attorney Date

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

Case Docket Number CAA-01-2008-0008 & CERCLA-01-2008-0009

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:

Presstek, Inc.

Total Dollar Amount of Receivable \$ 31,975 Due Date: 9/14/08

SEP due? Yes No Date Due 9/30/09

Installment Method (if applicable)

INSTALLMENTS OF:

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

For RHC Tracking Purposes:

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

TO BE FILLED OUT BY LOCAL FINANCIAL MANAGEMENT OFFICE:

IFMS Accounts Receivable Control Number _____

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

Phone Number _____



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 1
1 CONGRESS STREET, SUITE 1100
BOSTON, MASSACHUSETTS 02114-2023

RECEIVED

2008 AUG 14 P 3: 20

EPA/RC
RECEIVED
HEARING CLERK

HAND DELIVERED

August 14, 2008

Wanda Santiago
Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 1
One Congress Street, Suite 1100 (RAA)
Boston, Massachusetts 02114-2023

RE: In the Matter of Presstek, Inc.
Docket Nos. CAA- 01-2008-0008 and CERCLA- 01-2008-0009

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, signed by both parties and approved by the Regional Judicial Officer, and the Certificate of Service.

Thank you for your attention to this matter.

Sincerely,

Amanda J. Helwig
Enforcement Counsel
U.S. Environmental Protection Agency, Region 1

cc: James R. Van Horn, General Counsel, Presstek, Inc.

Enclosures

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1

RECEIVED

2008 AUG 14 P 3: 20

In the Matter of:)

PRESSTEK, INC.)

Respondent.)
_____)

EPA Docket Numbers)
CAA-01-2008-0008)
CERCLA 01-2008-0009)

CONSENT AGREEMENT AND FINAL ORDER

The United States Environmental Protection Agency ("EPA"), issued an Administrative Complaint and Notice of Opportunity for Hearing to Presstek, Inc. ("Respondent") on January 17, 2008. The Complaint alleged violations under Section 112(r)(1) of the Clean Air Act ("CAA"), 42 U.S.C. §7412(r)(1), and Section 103(a) of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §9603(a), at Respondent's manufacturing facility located in South Hadley, Massachusetts (the "Facility").

EPA and Respondent agree that settlement of this cause of action 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 the enforcement action commenced by the filing of the Complaint. The parties agree to settle the action through the issuance of this CAFO, pursuant to 40 C.F.R. §22.18(b) of EPA's "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.

Therefore, before taking any testimony, 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. The Complaint seeks a total civil penalty of \$125,678. Specifically, the Complaint seeks a civil penalty of \$102,300 for Count I, pursuant to Section 113(d) of the CAA, 42 U.S.C. §7413(d), for violations of Section 112(r)(1) of the CAA, 42 U.S.C. §7412(r)(1), and a civil penalty of \$23,378 for Count II, pursuant to Section 109 of CERCLA, 42 U.S.C. § 9609, for violations of Section 103(a) of CERCLA, 42 U.S.C. §9603(a).

2. The provisions of this CAFO shall apply to and be binding on EPA and on Respondent, its officers, directors, successors, and assigns.

3. Without admitting or denying the factual allegations contained in the Complaint, Respondent consents to the terms of this CAFO and to the issuance of the Final Order hereinafter recited. Respondent also consents, for the purposes of settlement, to the payment of the civil penalty cited in paragraph 16 herein and to the performance of the supplemental environmental project (“SEP”) hereinafter described.

4. Respondent stipulates that EPA has jurisdiction over the subject matter alleged in the Complaint and hereby waives any defenses it might have as to jurisdiction and venue.

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

II. TERMS OF SETTLEMENT

6. Respondent hereby certifies that it shut down its analog plate manufacturing operation at the Facility and that it will operate its continuing manufacturing processes at the Facility in compliance with Section 112(r) of the CAA, 42 U.S.C. §7412(r)(1), and Section 103(a) of CERCLA, 42 U.S.C. §9603(a).

7. Respondent shall complete the following SEP, which the parties agree is intended to secure significant environmental and public health protection and improvements. The SEP shall consist of developing a Green Chemistry curriculum for implementation throughout Massachusetts schools, which is more specifically described in the Scope of Work, attached hereto as Exhibit A and incorporated herein by reference.

8. Respondent shall complete the SEP as follows: Within thirty (30) days after the effective date of this CAFO, Respondent shall secure the services of a third-party contractor that will conduct the SEP, as outlined in the Scope of Work. By September 30, 2009, Respondent shall have completed the SEP, including (1) Phase I: conducting a 2008 summer development program, (2) Phase II: piloting a Green Chemistry curriculum in Quincy Public High School during the 2008-2009 school year, and (3) Phase III: conducting a Green Chemistry workshop during the summer of 2009. Minor changes to the Scope of Work may be made by Respondent with EPA approval, so long as the environmental and public health benefits of the SEP are not lessened or compromised and so long as the total expenditure for the SEP does not fall below the minimum required amount set forth in paragraph 9 below.

9. The total expenditure for the SEP shall be not less than seventy thousand dollars (\$70,000), 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, as described in the Scope of Work.

10. Neither Respondent nor its contractor shall assert a proprietary interest in any of the materials developed for this SEP and shall make the final Green Chemistry curriculum materials available to the public at no more than at cost.

11. Respondent hereby certifies that, as of the date of this CAFO, Respondent is not required to perform or develop the SEP by any federal, state, or local law or regulation; nor is Respondent required to perform or develop the SEP by agreement, grant, or as injunctive relief in this or any other case. Respondent further certifies that it has not received, and is not presently negotiating to receive, credit in any other enforcement action for the SEP.

12. Respondent shall submit three Interim Reports to EPA following each of the three phases outlined in paragraph 8 above. The Scope of Work sets forth the required contents and deadlines for these submissions.

13. Respondent shall submit a SEP Completion Report to EPA by September 30, 2009. The Scope of Work sets forth the required contents for this report.

14. a. In the event that Respondent fails to comply with any of the terms or provisions of this Agreement relating to the performance of the SEP described in paragraph 8 above and/or to the extent that the actual expenditures for the SEP do not equal or exceed the cost of the SEP set forth in paragraph 9 above, Respondent shall be liable for stipulated penalties according to the provisions set forth below:

(i) If a SEP has not been completed satisfactorily pursuant to this CAFO, Respondent shall pay a stipulated penalty to the United States in the amount of \$56,000, plus interest, from the effective date of the CAFO.

(ii) If the SEP is satisfactorily completed, but the Respondent spent less than 90 percent of the amount of money required to be spent for the project, Respondent shall pay a stipulated penalty to the United States in an amount equal to the amount by which Respondent's expenditure fell short of the amount required to be spent hereunder.

(iii) For failure to submit the SEP Interim Reports or Completion Report required by paragraphs 12 and 13 above, Respondent shall pay a stipulated penalty in the amount of \$100 for each day after the date the report is due until the report is submitted.

b. Stipulated penalties for subparagraphs (i), (ii) and (iii) 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.

c. Respondent shall pay stipulated penalties within thirty (30) days of receipt of written demand by EPA for such penalties. Method of payment shall be in accordance with the provisions of paragraph 19 hereof, and interest and late charges shall be paid as stated in paragraph 21.

15. For federal income tax purposes, Respondent agrees that it will neither capitalize into inventory or basis nor deduct any costs or expenditures in performing the SEP. Respondent further agrees that any public announcement, presentation, speech, press release, publication or similar public statement, oral or written, referring to said expenditures shall include the following language, "This project was conducted in connection with the settlement of an enforcement action taken by the U.S. Environmental Protection Agency for violations of the Clean Air Act and the Comprehensive Environmental Response, Compensation, and Liability Act."

16. In light of the above, and taking into account such other circumstances as justice may require, EPA has determined that it is fair and proper to assess a total civil

penalty in the amount of thirty-one thousand nine-hundred seventy-five dollars (\$31,975) for the CAA and CERCLA violations alleged in the Complaint.

a. For each violation, the proposed penalty is as follows:

- i. Count I \$ 26,220
- ii. Count II \$ 5,755

17. Respondent shall pay the penalty of \$31,975 within thirty (30) days after the effective date of this CAFO.

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

19. Respondent shall pay the penalty for Count I by submitting a bank, cashier's, or certified check, payable to "Treasurer, United States of America." This check shall be sent to:

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

Respondent shall pay the penalty for Count II by submitting a bank, cashier's, or certified check, payable to "EPA Hazardous Substance Superfund." This check shall be sent to:

U.S. EPA
Superfund Payments
Cincinnati Finance Center
P.O. Box 979076
St. Louis, MO 63197-9000

Respondent shall note the case name and respective docket numbers ("In the Matter of Presstek, Inc.," EPA Docket Nos. CAA-01-2008-0008, CERCLA-01-2008-0009) on the

checks and in accompanying cover letters and shall provide copies of the checks and letters to:

Wanda Santiago
Regional Hearing Clerk
U.S. Environmental Protection Agency, Region I
Suite 1100, Mail Code: RAA
One Congress Street
Boston, MA 02114-2023

and

Amanda J. Helwig
Enforcement Counsel
U.S. Environmental Protection Agency, Region I
One Congress Street
Suite 1100, Mail Code: RAA
Boston, MA 02114-2023
Tel: (617) 918-1180.

20. For purposes of Count I, if Respondent fails to pay any penalty amount for the CAA violations alleged in the Complaint, it will be subject to an action to compel payment, plus interest, enforcement expenses, and a nonpayment penalty, pursuant to Section 113(d)(5) of the CAA, 42 U.S.C. §7413(d)(5). Interest will be assessed on the civil penalty if it is not paid within thirty (30) calendar days of the effective date of this CAFO. In that event, interest will accrue from the effective date of this CAFO at the “underpayment rate,” established pursuant to 26 U.S.C §6621(a)(2). In the event that a penalty is not paid when due, an additional charge will be assessed to cover the United States’ enforcement expenses, including attorneys’ fees and collection costs. Moreover, a quarterly nonpayment penalty will be assessed for each quarter during which the failure to pay the penalty persists. Such nonpayment penalty shall be 10 percent of the aggregate amount of Respondent’s outstanding civil penalties and nonpayment penalties hereunder accrued as of the beginning of such quarter.

21. For purposes of Count II, if Respondent fails to pay any penalty amount for the CERCLA violations alleged in the Complaint, 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, pursuant to 31 U.S.C. §3717. In the event that any partial payment of the civil penalty, plus interest thereon, is not paid when due without demand, the penalty plus accrued interest shall be payable with additional interest from the original due date to the date of payment, 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 will be assessed on any portion of the debt that remains delinquent more than 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).

22. All penalties, interest, and other charges shall represent penalties assessed by EPA, and shall not be deductible for purposes of federal taxes.

23. Payment of the penalties, interest, or other charges does not waive, suspend, or modify the responsibility of Respondent to comply with the requirements of all of the federal laws and regulations administered by EPA and, except as provided in paragraph 24 herein, shall not be a defense to any actions subsequently commenced pursuant to said laws and regulations.

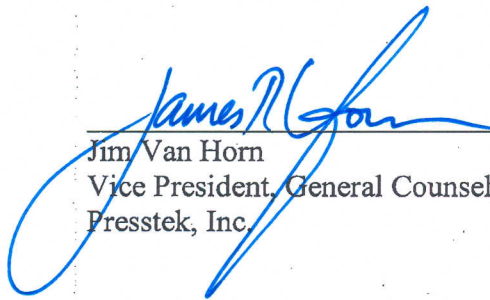
24. This CAFO constitutes a settlement by EPA of all claims for civil penalties pursuant to Sections 113(a) and (d) of the CAA and Section 109 of CERCLA for the specific violations alleged in the Complaint. Compliance with this CAFO shall not be a defense to any other actions subsequently commenced pursuant to federal laws and

regulations administered by EPA, and it is the responsibility of Respondent to comply with said laws and regulations. EPA reserves all its other criminal and civil enforcement authorities, including the authority to seek injunctive relief and the authority to address imminent hazards.

25. Each party shall bear its own costs and attorneys' fees in this proceeding.

26. The undersigned representative of Respondent certifies that he is fully authorized by Presstek, Inc. to enter into the terms and conditions of this CAFO and to execute and legally bind Presstek, Inc. to it.

For Respondent:



Jim Van Horn
Vice President, General Counsel, & Secretary
Presstek, Inc.

7-22-08

Date

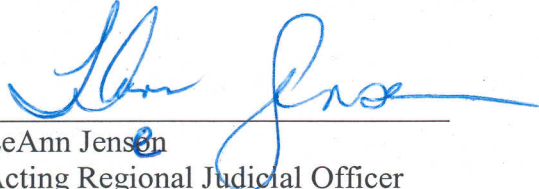
For Complainant:

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

08/07/08
Date

IV. FINAL ORDER

The foregoing Consent Agreement is hereby approved and incorporated by reference into this Final Order. The Respondent is ordered to comply with the terms of the above Consent Agreement, effective immediately.



LeAnn Jensen
Acting Regional Judicial Officer
U.S. EPA, Region I

8-14-08

Date

EXHIBIT A **SCOPE OF WORK**

Overview:

This Scope of Work describes the Supplemental Environmental Project (“SEP”) that Respondent has agreed to perform in settlement of In the Matter of Presstek, Inc., Docket Nos. CAA-01-2008-0008 and CERCLA-01-2008-0009. The SEP involves the development of a Green Chemistry curriculum for implementation throughout a number of Massachusetts public and private schools.

Green Chemistry is the science of developing safe, non-toxic materials. It focuses on designing out the hazard associated with chemicals, rather than cleaning up waste after-the-fact. Green Chemistry focuses on preventing waste before it begins by educating scientists and future-scientists in the principles of this field.

Green Chemistry has rapidly grown over the past two decades since its conception. In order to create a workforce and public that are able to actively support this growing field, the education of future scientists is essential. Green Chemistry presents a perfect platform for discussing the opportunities and benefits of careers in chemistry in our society, while stressing the importance of environmental responsibility. This message is one that resonates with young people.

Contractor:

Respondent anticipates that it will engage a third-party contractor to perform this SEP. Respondent currently expects to engage an organization called “Beyond Benign” for this purpose. Beyond Benign is a non-profit taskforce focused on promoting Green Chemistry in the interdependent arenas of community, industry, and education, in order to create a safer and more sustainable world. By using the concepts of the twelve principles of Green Chemistry, Beyond Benign creates tools, opportunities, and partnerships to support the implementation of community involvement initiatives, workplace training and cooperation programs, and K-12 education resources. Beyond Benign helps to develop expertise in K-12 education through Green Chemistry curriculum development and teacher training programs.

SEP Program Details:

Respondent will design a program to further Green Chemistry in the state’s public and private school systems (“the Program”), with the goal of increasing science literacy and inspiring young people to pursue studies in the sciences. The Program will consist of three phases, including a summer development program that brings together students and teachers to develop a Green Chemistry curriculum, a pilot program of the developed Green Chemistry curriculum in Quincy Public High School, and a final Green Chemistry workshop where the developed materials will be presented to Massachusetts educators.

Phase I: Summer Development Program

The Program will include a summer development program for three teachers from Quincy Public High School and 20 middle school and high school students, through which the participants will learn about how they can apply Green Chemistry in the classroom. Beginning in July 2008, the students will be involved in a summer internship program to learn about Green Chemistry. Under the supervision of the teachers from Quincy Public High School and staff from the organization with which Respondent contracts ("the Organization"), the students will develop science projects that demonstrate Green Chemistry principles. The projects will be designed to be relevant to the state learning standards and frameworks. The participating teachers will be coached on Green Chemistry concepts and will work with staff from the Organization to translate the student projects into Green Chemistry curriculum materials that can be used throughout the following school year.

The summer development program will:

- Involve 20 middle school and high school students
- Involve three teachers from Quincy Public High School
- Develop Green Chemistry research topics with the students
- Develop a Green Chemistry curriculum with the teachers, based on state learning standards and frameworks
- Allow any developed materials to be accessed by anyone free-of-charge
- Create lasting partnerships and collaborations
- Inspire students to study science, while stressing environmental responsibility

Phase II: Pilot Program

Teachers at Quincy Public High School will pilot the Green Chemistry curriculum materials developed during the summer program in their classrooms and laboratories throughout the 2008-2009 school year.

The pilot program will:

- Allow the participating teachers and students to transform their school's laboratories into pollution prevention demonstration projects by enabling them to substitute safe, non-toxic materials for toxic chemicals
- Reduce the school's toxic chemical usage and its generation of hazardous wastes, as well as reduce the risks to students and faculty of accidental chemical spills and releases, exposure to hazardous chemicals, and improper disposal of hazardous wastes
- Allow the participating teachers and students to subsequently transfer this "technology" to other Massachusetts educators and students

Phase III: Green Chemistry Workshop

The Program will be finalized by a Green Chemistry workshop following the end of the 2008 – 2009 school year. Students and teachers involved in the summer development program will be invited to plan and run the workshop with staff from the Organization. The workshop will be open to middle school and high school teachers from approximately 40 to 60 public and private schools throughout Massachusetts and will focus on training them on Green Chemistry topics. The experiences of the students and teachers who participated in the summer development program and who used the curriculum during the school year will be utilized as models, and the developed curriculum will be shared with all attendees.

The Green Chemistry workshop will:

- Educate Massachusetts teachers on topics of Green Chemistry
- Distribute Green Chemistry curriculum materials to participating teachers
- Inspire students to study Green Chemistry and pursue the sciences

Schedule:

Phase I

July 7 – August 15, 2008:

- Three teachers from Quincy Public High School and 20 middle school and high school students, along with a staff member from the Organization, will meet for six hours a day for five days a week. The series of meetings will be dedicated to Green Chemistry topics, with the goal of teaching the students and teachers about the subject and then developing a curriculum and materials that can be used within the classroom. Under the supervision of teachers and staff from the Organization, the students will develop science projects that demonstrate Green Chemistry principles. Teachers will be coached on Green Chemistry concepts and will work with the Organization's staff to translate the student projects into Green Chemistry curriculum materials that can be used throughout the following school year. Teams of students will be used throughout the summer session, where a middle school student is teamed with a high school student.
- To enhance learning, once a week the students and teachers will go on a field trip to a local institution to discuss how such organizations are implementing Green Chemistry in their workplaces. There will be a total of six field trips, including: Boston Museum of Science, Beyond Benign, Simmons College, Suffolk University, Genzyme (tentative), and Pfizer (tentative).

August 15, 2008:

- By the end of the summer session, the teachers and students, with the guidance of staff from the Organization, will have produced a program package that consists of a Green Chemistry guide for students and teachers. The guide will consist of the Green Chemistry curriculum developed, along with instructions for implementing such curriculum and details on how to learn more about Green Chemistry principles.

September 1, 2008: Phase I Interim Report Due

- Respondent shall submit its Phase I Interim Report to EPA on or before September 1, 2008. This Interim Report shall provide a detailed description of how the summer development program was conducted, including an overview of the Green Chemistry topics presented to the teachers and students, the science projects developed by the students, and the Green Chemistry concepts on which the teachers received coaching. This Report shall also include a copy of the program package, including the Green Chemistry guide with the curriculum materials, developed during the summer program. Finally, the Report shall contain a list of attendees for the summer development program, as well as evaluation forms from the participants.

Phase II

September 2008 – June 2009:

- During the academic school year, Quincy Public High School teachers will pilot the curriculum that was developed during the 2008 summer program in their classrooms and laboratories. The Organization's staff will gather feedback from both the teachers and students who use the curriculum. The staff will then use the feedback to make improvements on the Green Chemistry guide.
- The Organization's staff will plan the Green Chemistry workshop to be held during the summer of 2009. The staff will produce application criteria, secure a site for the workshop, develop the agenda, and manage details for the event.

February - March 2009:

- Invitations and announcements will be made for the Green Chemistry summer 2009 workshop. Middle school and high school teachers from about 40 to 60 public and private schools across Massachusetts will be invited to attend.

June 30, 2009: Phase II Interim Report Due

- Respondent shall submit its Phase II Interim Report to EPA on or before June 30, 2009. This Report shall include a detailed description of the curriculum actually implemented by the teachers at Quincy Public High School during the 2008-2009 school year, including an overview of its successes and drawbacks. The Report shall include the estimated quantity of toxic chemicals reduced at Quincy Public

High School as a result of implementing the Green Chemistry curriculum. Additionally, the Report shall include any improvements made to the Green Chemistry guide or curriculum materials. The Report shall also contain evaluation forms for the curriculum from the participating teachers and students. Finally, the report shall include details of the upcoming Green Chemistry summer workshop, including the agenda, projected materials for distribution, location, and anticipated attendees if known.

Phase III

August 2009:

- By August 17, 2009, a one-day Green Chemistry workshop will be conducted for approximately 20 to 40 middle school and high school teachers from public and private schools in Massachusetts.
- The workshop will include training for the participants in the use of the developed curriculum and will provide the participants with the necessary materials for implementation of such curriculum.
- Teachers who participated in the summer session and who piloted the curriculum will be invited to act as instructors during the workshop.

September 30, 2009: Phase III Interim Report and SEP Completion Report Due

- Respondent shall submit its Phase III Interim Report to EPA on or before September 30, 2009. This Report shall provide a detailed description of how the Green Chemistry workshop was conducted, including the agenda for the workshop, an overview of the Green Chemistry topics presented to the participating teachers, and any new developments to the Green Chemistry guide or curriculum materials. This Report shall also include materials presented and/or distributed to participants at the Green Chemistry workshop. Finally, the Report shall contain a list of the instructors and attendees (including their names and school districts) at the workshop, as well as evaluation forms from the workshop participants.
- Respondent shall submit its SEP Completion Report to EPA on or before September 30, 2009. This Report shall provide a brief overview of each phase of the SEP as implemented and include a copy of the final Green Chemistry guide with the curriculum materials. The Report shall also include the itemized costs for the SEP, documented by copies of receipts or canceled checks, and shall contain a certification by Respondent that the SEP was fully implemented pursuant to the terms of the Consent Agreement and Final Order.

Budget:

Phase I

Summer Session (July 7 – August 15, 2008):

Teacher Stipends	\$14,400.00
Student Stipends	\$15,000.00
Supplies (Office and Lab)	\$2,600.00
Bus Rental (2 bus field trips)	\$1,000.00
Train Travel (2 field trips)	\$400.00
Staff	\$12,000.00
Staff travel	\$500.00

Phase II

Academic Year (September 2008 – June 2009):

Staff	\$6,000.00
Printing, Copying	\$500.00
Postage for Mailing	\$500.00

Phase III

Green Chemistry Workshop (Summer 2009):

Staff	\$2,000.00
Rental Fees	\$2,000.00
Printing, Copying	\$1,500.00
Supplies (office, lab)	\$1,500.00
Stipends for instructors	\$1,000.00

Overhead (15%)	\$9,100.00
TOTAL	\$70,000.00

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Consent Agreement and Final Order has been sent to the following persons on the date noted below:

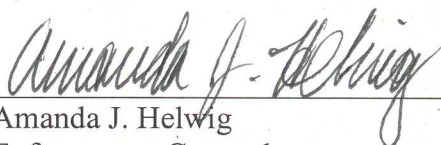
Original and one copy,
by hand:

Wanda Santiago
Regional Hearing Clerk
U.S. EPA, Region I
One Congress Street, Suite 1100 (ORA)
Boston, MA 02114-2023

One copy, by certified mail:

James R. Van Horn, General Counsel
Presstek, Inc.
55 Executive Drive
Hudson, NH 03051

Date: 8/14/08


Amanda J. Helwig
Enforcement Counsel
U.S. EPA, Region 1
One Congress Street, Suite 1100 (RAA)
Boston, MA 02114-2023
Phone: (617) 918-1180
Fax: (617) 918-0180