



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 2  
290 BROADWAY  
NEW YORK, NEW YORK 10007

MAY 21 2008

**CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

Mr. Peter Brunner, President  
Brunner International, Inc.  
3959 Bates Road  
Medina, New York 14103

Re: In the Matter of **Brunner International, Inc.**  
Docket No. EPCRA-02-2007-4210

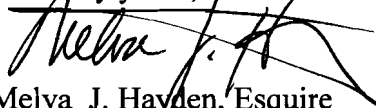
Dear Mr. Brunner:

Enclosed is a fully executed Consent Agreement and Final Order that resolves the above referenced matter. Please note that payment of the civil penalty assessed shall be made in accordance with the schedule therein. The forty-five (45) day period for the payment of the civil penalty commences as of the date this Final Order is signed by the Regional Administrator. Please arrange for payment of this penalty according to the instructions given in the Consent Agreement (see "Terms of Consent Agreement").

Please further note that the requirements of the SEP shall be met in accordance with the schedule therein.

I wish to thank you for your cooperation and assistance to bring this matter to a mutually satisfactory resolution.

Sincerely yours,

  
Melva J. Hayden, Esquire  
Assistant Regional Counsel  
Office of Regional Counsel  
Water and General Law Branch/Waste and Toxic Substance Branch

Enclosures

cc: Karen Maples, Regional Hearing Clerk

U.S. ENVIRONMENTAL  
PROTECTION AGENCY-REGION II  
2008 MAY 21 PM 3:02  
REGIONAL HEARING  
CLERK

**bcc: Mary Ann Kowalski, DECA/PTSB  
L. Hall, DECA/PTSB  
Blake Edwards, CFC  
M. Hayden, ORC/WGLB/WTSB  
C. Phinizy, ORC/WTS**

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 2

U.S. ENVIRONMENTAL  
PROTECTION AGENCY-REG. 2  
2008 MAY 21 PM 3:02  
REGIONAL HEARING  
CLERK

-----X  
In the Matter of :  
: **BRUNNER INTERNATIONAL, INC.** :  
: Respondent. :  
: Proceeding under Section 325(c) of :  
Title III of the Superfund :  
Amendments and Reauthorization Act :  
-----X

**CONSENT AGREEMENT**  
**AND**  
**FINAL ORDER**

**DOCKET NUMBER**  
**EPCRA-02-2007-4210**

**PRELIMINARY STATEMENT**

This administrative proceeding for the assessment of a civil penalty was instituted pursuant to Section 325(c) of Title III of the Superfund Amendments and Reauthorization Act, 42 U.S.C. §11001 *et seq.* [also known as the Emergency Planning and Community Right-to-Know Act of 1986 (hereinafter, "EPCRA")].

The Complainant in this proceeding, the Director of the Division of Enforcement and Compliance Assistance, Region 2 , United States Environmental Protection Agency ("EPA"), issued a Complaint and Notice of Opportunity for Hearing to Brunner International, Incorporated ("Respondent") on June 22, 2007.

The Complaint alleged violations of Sections 313 and 328 of EPCRA, 42 U.S.C. §11023 and 11048, respectively, and regulations promulgated pursuant to those Sections, 40 C.F.R. Part 372.

## FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Respondent is Brunner International Incorporated, TRIS Facility ID: 14103BRNNR3959B.
2. Respondent maintains a facility located at 3959 Bates Road, Medina, New York 14103-0111 (hereinafter, "Respondent's facility").
3. Respondent is a corporation organized pursuant to the laws of the State of New York.
4. Respondent is a "person" within the meaning of Section 329(7) of EPCRA, 42 U.S.C. §11049(7).
5. Respondent is an owner of a "facility" as that term is defined by Section 329(4) of EPCRA, 42 U.S.C. §11049(4), and by 40 C.F.R. §372.3.
6. Respondent is an operator of a "facility" as that term is defined by Section 329(4) of EPCRA, 42 U.S.C. §11049(4), and by 40 C.F.R. §372.
7. Respondent's facility is subject to the requirements of EPCRA, Section 313(b), 42 U.S.C. §11023(b), and 40 C.F.R. §372.22.
8. EPA representatives determined that Respondent failed to submit, in a timely manner, four (4) Form R reports to the EPA for calendar year 2004 for copper, for nickel, for glycol ethers, and for manganese.
9. EPA representatives based their determination of Respondent's failure to submit the four (4) Form R reports on a compliance review of the Toxic Release Inventory 2005 Public Data Release for Respondent's facility for calendar year 2004 as published in the Envirofacts Database, and on information provided to EPA by Respondent's environmental consultant.
10. Respondent's failure to submit, in a timely manner, a complete and correct Form R report for glycol ethers for calendar year 2004 constitutes a failure or refusal to comply with Section 313 of EPCRA, 42 U.S.C. §11023, and with 40 C.F.R. Part 372.

11. On August 28, 2007 the parties held an informal settlement conference. At that settlement conference Respondent made representations and subsequently submitted documentary evidence to EPA in the form of certified test analyses, which information EPA was not aware of at the time of the issuance of the Complaint, that appeared to indicate that the copper, nickel, and manganese concentrations that Respondent processed or otherwise used in 2004 were de minimus levels below the reporting threshold for each of these metals, and therefore Respondent was not required to submit Form R reports for each of these metals. However, Respondent was required to submit a Form R report for glycol ethers as indicated above in paragraph 10.

### **TERMS OF CONSENT AGREEMENT**

Based on the foregoing, and pursuant to Section 325(c) of EPCRA, and in accordance with the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Etc., 40 C.F.R. §22.18 (hereinafter, "Consolidated Rules"), it is hereby agreed by and between the parties, and Respondent voluntarily and knowingly agrees as follows:

1. Respondent certifies herein that the EPA Toxic Chemical Release Inventory Form submitted for the above-described violation complies with the requirements of Section 313 of EPCRA and the regulations set forth at 40 C.F.R. Part 372.
2. For the purpose of this proceeding, Respondent: (a) admits the jurisdictional allegations of the Complaint as applied to the facility; and (b) neither admits nor denies the specific factual allegations contained in the Complaint and the Findings of Fact and Conclusions of Law section above.
3. Respondent shall pay a civil penalty to EPA in the total amount of **FIVE THOUSAND THREE HUNDRED AND FOURTEEN DOLLARS (\$5,314)**. Such payment shall be made by cashier's or certified check or by Electronic Fund

Transfer (EFT). If the payment is made by check, then the check shall be made payable to the “**Treasurer, United States of America,**” and shall be mailed to:

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

The check shall be identified with a notation thereon: ***IN THE MATTER OF BRUNNER INTERNATIONAL, INC.***, and shall bear thereon the Docket Number ***EPCRA-02-2007-4210***. Payment of the penalty must be *received* at the above address on or before forty-five (45) calendar days after the date of signature of the Final Order herein by the Regional Administrator (the “due date”).

If Respondent chooses to make the payment by EFT, then Respondent shall provide the following information to its remitter bank:

- 1) Amount of Payment
  - 2) SWIFT address: FRNYUS33, 33 Liberty Street, New York, NY 10045.
  - 3) Account Code for Federal Reserve Bank of New York receiving payment: 68010727.
  - 4) Federal Reserve Bank of New York ABA routing number: 021030004.
  - 5) Field Tag 4200 of the Fedwire message should read “ D68010727 Environmental Protection Agency.”
  - 6) Name of Respondent: **Brunner International, Inc.**
  - 7) Case Number: **EPCRA-02-2007-4210.**
4. Such EFT must be received on or before 45 calendar days after the date of signature of the Final Order herein by the Regional Administrator. Whether the payment is made by check or by EFT, the Respondent shall promptly thereafter furnish reasonable proof that such payment has been made to:

Melva Hayden, Esq.  
Assistant Regional Counsel  
Environmental Protection Agency, Region 2

290 Broadway, 16<sup>th</sup> Floor  
New York, New York 10007-1866

and

Karen Maples, Regional Hearing Clerk  
Environmental Protection Agency, Region 2  
290 Broadway, 16th floor  
New York, New York 10007-1866.

a. Failure to pay the amount in full within the time period set forth above may result in referral of this matter to the United States Department of Justice or the United States Department of the Treasury for collection.

b. Further, if the payment is not received on or before the due date interest will be assessed at the annual rate established by the Secretary of the Treasury pursuant to 31 U.S.C. § 3717, on the overdue amount from the due date through the date of payment. In addition, a late payment handling charge of \$15.00 will be assessed for each 30 day period (or any portion thereof) following the due date in which the balance remains unpaid. A 6% per annum penalty also will be applied on any principal amount not paid within 90 days of the due date.

c. The civil penalty constitutes a penalty within the meaning of 26 U.S.C. § 162(f).

### **Supplemental Environmental Project**

5. Respondent agrees to undertake the following Supplemental Environmental Project ("SEP") pursuant to the Scope of Work (SOW) incorporated herein as Exhibits A and B, which SEP the parties agree is intended to secure significant environmental or public health protection and improvements:

a. Within sixty (60) days of the date of signature of the Final Order, Respondent shall purchase three (3) BTR 400S 68 gpm submersible pumps, sixteen (16) 90540 Stream light

alkaline survivor lights, one (1) 5448314 MultiPro gas meter with pump, two (2) EU 2000i Honda 2000 watt electric start generators with 500 watt light, four (4) 20499000 Ice Commander Rescue suits, and various other fire-fighting, life-saving, life-sustaining, emergency response equipment as described in Exhibit B of the SOW and donate them to the Ridgeway Fire Company which serves the Medina, New York, area. This Supplemental Environmental Project is an Emergency Preparedness and Planning Project. It will provide emergency preparedness equipment which will allow the Ridgeway Fire Company to fully activate its Special Operations Unit. The proposed equipment costs are also itemized in Exhibit B.

b. 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 by agreement, grant, or 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.

c. The total expenditure for the SEP shall be not less than \$9,980.

d. Whether Respondent has complied with the terms of this Consent Agreement and Final Order through implementation of the SEP project as herein required shall be the sole determination of EPA.

6. a. Respondent shall submit a SEP Completion Report to EPA on or by six months of the date of signature of the Final Order by the Regional Administrator. The SEP Completion Report shall contain the following information:

- (i) Itemized costs, documented by copies of purchase orders and receipts or canceled checks; and
- (ii) Certification that the purchased equipment was received by the Ridgeway Fire Company pursuant to the provisions of this Consent Agreement and Final Order.



b. Respondent agrees that failure to submit the SEP Completion Report or any Update Report required in Exhibit A shall be deemed a violation of this Consent Agreement and Final Order, and Respondent shall become liable for stipulated penalties pursuant to paragraph 10, below.

c. Respondent shall submit all reports required by this Consent Agreement and Final Order to:

Chief, Pesticides and Toxic Substances Branch  
Environmental Protection Agency – Region 2  
2890 Woodbridge Avenue  
Edison, New Jersey 08837-3679

7. Respondent agrees that EPA may contact the Ridgeway Fire Company at any time in order to confirm that the SEP was carried out as agreed above.

8. Respondent shall maintain legible copies of documentation for any and all documents or reports submitted to EPA pursuant to this Consent Agreement and Final Order, and Respondent shall provide the documentation of any such data to EPA within seven days of 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's authorized representative shall 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.

9. a. Following receipt of the SEP Completion Report described in paragraph 6, above, EPA will do one of the following:

- (i) Accept the Report, and so notify Respondent in writing within thirty (30) days; or
- (ii) Reject the Report, notify Respondent in writing of deficiencies in the Report or in the implementation of the SEP, and grant Respondent an additional thirty (30) days in which to correct any deficiencies; or
- (iii) Reject the Report and seek stipulated penalties in accordance with paragraph 10 herein.

b. If EPA elects to exercise option (ii) or (iii) above, EPA shall permit Respondent the opportunity to object in writing to the notification of deficiency or disapproval 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. If agreement cannot be reached on any such issue within this thirty (30) day period, EPA shall provide a written statement of its decision to Respondent, which decision shall be final and binding upon Respondent. Respondent agrees to comply with any requirements imposed by EPA as a result of any such deficiency or failure to comply with the terms of this Consent Agreement and Final Order. 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 paragraph 10 herein.

10. a. 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 performance of the SEP described in paragraph 5, above, and/or to the extent that the actual expenditures for the SEP do not equal or exceed the cost of the SEP described in paragraph 5 above, Respondent shall be liable for stipulated penalties according to the provisions set forth below:

(i) Except as provided in subparagraph (ii) immediately below, for a SEP which has not been completed satisfactorily pursuant to paragraph 9, Respondent shall pay a stipulated penalty to the United States in the amount of **\$7,984**.

(ii) If the SEP is not completed satisfactorily, but Respondent: a) made good faith and timely efforts to complete the project; and b) certifies, with supporting documentation, that at least 90 percent of the amount of money which was required to be spent was expended on the SEP, Respondent shall not pay any stipulated penalty.

(iii) If the SEP is satisfactorily completed, but 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 the amount determined as follows:

$$\text{Stipulated penalty} = [1 - \frac{\text{\$amount SEP cost expended}}{\$9,980}] \times \$7,984$$

(iv) If the SEP is satisfactorily completed, and Respondent spent at least 90 percent of the amount of money which was required to be spent was expended on the SEP, Respondent shall not pay any stipulated penalty.

(v) For failure to submit the SEP Completion Report or other report required by this Consent Agreement and Final Order, Respondent shall pay a stipulated penalty in the amount of \$100.00 for each day after each respective due date until the report is submitted.

b. The determinations of whether the SEP has been satisfactorily completed whether Respondent has made a good faith timely effort to implement the SEP and/or whether the reason for submitting a late completion report is acceptable shall be in the sole discretion of EPA.

c. Stipulated penalties for subparagraph (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.

d. Respondent shall pay stipulated penalties within fifteen (15) days of receipt of written demand by EPA for such penalties. Method of payment shall be in accordance with the provisions of paragraph 3. Interest and late charges shall be paid as stated in paragraph 4 herein.

11. Complainant at its discretion may waive any stipulated penalties specified above.

12. Any public statement, oral or written, made by Respondent making reference to the SEP shall include the following language, "This project was undertaken in connection with the settlement of an enforcement action taken by the U.S. Environmental Protection Agency for violations of Section 313 of EPCRA, 42 U.S.C. § 11023 and regulations promulgated pursuant to that Section, 40 C.F.R. Part 372."

13. a. If any event occurs which causes or may cause delays in the completion of the SEP as required under this Agreement, Respondent shall notify EPA in writing within 10 days of the delay or Respondent's knowledge of the anticipated delay, whichever is earlier. The notice shall describe in detail the anticipated length of delay, the precise cause of delay, the measures taken by Respondent to prevent or minimize delay, and the timetable by which those measures will be implemented. Respondent shall adopt all reasonable measures to avoid or minimize any such delay. Failure by Respondent to comply with the notice requirements of this paragraph shall render this paragraph void and of no effect as to the particular incident involved and constitute a waiver of Respondent's right to request an extension of its obligation under this Agreement based on such incident.

b. If the parties agree that the delay or anticipated delay in compliance with this Agreement has been or will be caused by circumstances entirely beyond the control of Respondent, the time for performance hereunder may be extended for a period no longer than the delay resulting from such circumstances. In such event, the parties shall stipulate to such extension of time.

c. In the event that EPA does not agree that a delay in achieving compliance with the requirements of this Agreement has been or will be caused by circumstances beyond the control of Respondent, EPA will notify Respondent in writing of its decision and any delays in completion of the SEP shall not be excused.

d. The burden of proving that any delay is caused by circumstances entirely beyond the control of Respondent shall rest with Respondent. Increased costs or expenses associated with the implementation of actions called for by this Agreement shall not, in any event, be a basis for changes in this Agreement or extensions of time under section (b) of this paragraph. Delay in achievement of one interim step shall not necessarily justify or excuse delay in achievement of subsequent steps.

14. For Federal Income Tax purposes, Brunner International agrees that it will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEP.

15. This Consent Agreement is being voluntarily and knowingly entered into by the parties to resolve (conditional upon full payment of the civil penalty herein and upon the accuracy of Respondent's certifications in this proceeding) the civil and administrative claims alleged in the Complaint in this matter. Nothing herein shall be read to preclude EPA or the United States, however, from pursuing appropriate injunctive or other equitable relief or criminal sanctions for any violation of law. Respondent has read the Consent Agreement, understands its terms, finds it to be reasonable and consents to the issuance and its terms. Respondent consents to the issuance of the accompanying Final Order. Respondent agrees that all terms of settlement are set forth herein.

16. If in the future EPA believes that any of the information certified to, pursuant to this Consent Agreement and Final Order, was inaccurate, EPA will so advise the Respondent of its belief and its basis for such, and will afford Respondent an opportunity to respond to EPA. If EPA determines that the certification is inaccurate, Respondent shall pay a stipulated penalty in the amount of **\$7984.00** within sixty (60) days of receipt of EPA's determination, using the same procedure specified in paragraph 3, and shall include a statement noting the payment is a stipulated penalty pursuant to this provision. This payment shall not preclude EPA from initiating a separate criminal investigation pursuant to 18 U.S.C. Section 1001 et seq., or any other applicable law.

17. Respondent explicitly and knowingly consents to the assessment of the civil penalty as set forth in this Consent Agreement and agrees to pay the penalty in accordance with the terms of this Consent Agreement.

18. Respondent explicitly waives its right to request or to seek any Hearing on the Complaint or any of the allegations therein asserted, on this Consent Agreement or on the Findings of Fact and Conclusions of Law herein, or the accompanying Final Order.

19. Respondent waives any right it may have pursuant to 40 C.F.R. § 22.08 to be present during discussions with or to be served with and to reply to any memorandum or communication addressed to the Regional Administrator or the Deputy Regional Administrator where the purpose of such discussion, memorandum, or communication is to discuss a proposed settlement of this matter or to recommend that such official accept this Consent Agreement and issue the attached Final Order.

20. This Consent Agreement and Final Order does not waive, extinguish, or otherwise affect respondent's obligation to comply with all applicable provisions of EPCRA and the regulations promulgated thereunder.

21. Each undersigned signatory to this Consent Agreement certifies that he or she is duly and fully authorized to enter into and ratify this Consent Agreement and all the terms and conditions set forth in this Consent Agreement.

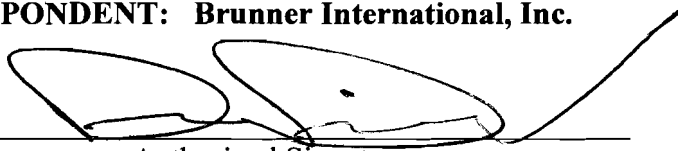
22. Each party hereto agrees to bear its own costs and fees in this matter.

23. Respondent consents to service upon Respondent by a copy of this Consent Agreement and Final Order by an EPA employee other than the Regional Hearing Clerk.

**In the Matter of Brunner International, Inc.**  
**Docket Number EPCRA-02-2007-4210**

**RESPONDENT: Brunner International, Inc.**

BY: \_\_\_\_\_



Authorized Signature

NAME: \_\_\_\_\_

DARRELL DIAMOND  
(PLEASE PRINT)

TITLE: \_\_\_\_\_

Vice President.

DATE: \_\_\_\_\_

APRIL 15/2008

**COMPLAINANT:**

\_\_\_\_\_  
**Dore LaPosta, Director**

Division of Enforcement and Compliance Assistance  
U.S. Environmental Protection Agency - Region 2  
290 Broadway  
New York, New York 10007-1866

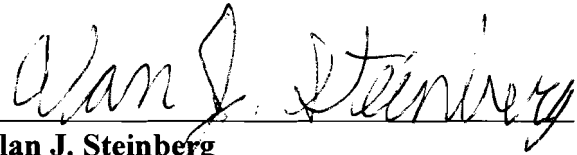
*an* PATRICIA DURBIN *an* *an*

**In the Matter of Brunner International, Inc.**  
**Docket Number EPCRA-02-2007-4210**

**FINAL ORDER**

The Regional Administrator of the U.S. Environmental Protection Agency, Region 2, ratifies the foregoing Consent Agreement. The Agreement entered into by the parties in full settlement of EPA's Complaint bearing Docket No. EPCRA-02-2007-4210, issued In the Matter of Brunner International, Inc. is hereby approved, incorporated herein, and issued as an Order. The effective date of this Order shall be the date of filing with the Regional Hearing Clerk, U.S. EPA Region 2, New York, New York.

DATE: 5-19-05



**Alan J. Steinberg**  
Regional Administrator  
U.S. Environmental Protection Agency - Region 2  
290 Broadway  
New York, New York 10007-1866



**BRUNNER INTERNATIONAL, INC.  
SUPPLEMENTAL ENVIRONMENTAL PROJECT**

**EXHIBIT A**

## **Exhibit A**

In the Matter of:  
**Brunner International, Inc.**  
3959 Bates Road  
Medina, New York 14103-0111

**Docket No. EPCRA-02-2007-4210**  
Proceeding under Section 325(c)  
of Title III of the Superfund  
Amendments and Reauthorization

### **SCOPE OF WORK**

1. Brunner International Inc., (“Respondent”), shall complete the following supplemental environmental project (SEP), which will further EPA’s goals of securing substantial improvement in public health and environmental protection. The total cost of the SEP is to be no less than \$9,980.00. An additional cash civil penalty payment of \$5,314.00 is required to satisfy the terms of the Consent Agreement and Final Order (“CA/FO”).
2. Eligible SEP expenses include: Purchases of various fire-fighting and life-saving and life-sustaining equipment for the Ridgeway Fire Company of Medina, New York. Expenses are more fully described in Exhibit B.
3. Respondent agrees to follow the SEP Completion Schedule, as outlined below. Failure to perform stated activities in the stipulated time frame may constitute a violation of the CA/FO and Respondent may be liable for stipulated penalties pursuant to Paragraph 10 of the Consent Agreement.

## SEP COMPLETION SCHEDULE

DATE	ACTIVITY
15 CALENDAR DAYS AFTER THE DATE OF SIGNATURE OF THE FINAL ORDER.	RESPONDENT SHALL ORDER EQUIPMENT FROM DIVAL SAFETY, TACTICAL FIRE, AND FIRST OUT RESCUE EQUIPMENT, AS OUTLINED IN EXHIBIT B.
30 CALENDAR DAYS AFTER THE DATE OF SIGNATURE OF THE FINAL ORDER.	RESPONDENT SHALL PROVIDE TO THE AGENCY AN UPDATE REGARDING EQUIPMENT DELIVERY DUE DATES FROM THE LISTED EQUIPMENT SUPPLIERS.
60 CALENDAR DAYS AFTER THE DATE OF SIGNATURE OF THE FINAL ORDER.	RESPONDENT SHALL FILE A SEP COMPLETION REPORT WITH THE AGENCY ACCORDING TO THE STIPULATIONS IN PARAGRAPH 6 OF THE CONSENT AGREEMENT.
UPON RECEIPT OF THE SEP COMPLETION REPORT	EPA WILL NOTIFY RESPONDENT WITHIN THIRTY (30) DAYS AS TO THE ACCEPTABILITY OF THE SEP COMPLETION REPORT, AS SPECIFIED IN PARAGRAPH 9 OF THE CONSENT AGREEMENT.

**BRUNNER INTERNATIONAL, INC.  
SUPPLEMENTAL ENVIRONMENTAL PROJECT**

**EXHIBIT B**

**Exhibit B**

In the Matter of:  
**Brunner International, Inc.**  
3959 Bates Road  
Medina, New York 14103-0111

**Docket No. EPCRA-02-2007-4210**  
Proceeding under Section 325(c)  
of Title III of the Superfund  
Amendments and Reauthorization

**PROPOSED SEP EQUIPMENT LIST**  
**FOR RIDGEWAY FIRE COMPANY**

TACTICAL FIRE

BTR 400S	68 gpm - submersible pump	\$275.00 each	(3)	\$ 825.00
90540	Stream light alkaline survivor light	\$ 55.00 each	(16)	\$ 880.00

DIVAL

5448314	MultiPro gas meter with pump	\$750	(1)	\$ 750.00
EU 2000i	Honda 2000 watt generator w/ 500 W light	\$1365 each	(2)	\$2,730.00
939EF-400-R	E Flare Red	\$22.50 each	(8)	\$ 180.00
939EF Bag 4	Bag for E Flares	\$3.25 each	(2)	\$ 6.50
939EF Base	Rubber base for E Flares	\$2.45 each	(8)	\$ 19.60
51581500R	150' Rescue rope	\$126.25 each	(2)	\$ 252.50

A 135.50

FIRST OUT

RX2019	Mag charger 12v rechargeable light	\$82 each	(4)	\$ 328.00
ASXX07B	Red wand for mag light	\$3.25 each	(4)	\$ 13.00
20499000	Ice Commander Rescue suits	\$710 each	(4)	\$2,840.00
4806032	Protec Full Cut Water Rescue Helmet	\$32.50 each	(6)	\$ 195.00
350342	Swiftwater Ranger PDF Cat 5 life preserver	\$160 each	(6)	\$ 960.00

A 552.00

**TOTAL** \$9,979.60

# TACTICAL FIRE

A Division of Emergency Service and Supply, Inc

RIDGEWAY FIRE COMPANY  
 c/o FIRE CHIEF PAT KELLY  
 11392 RIDGE ROAD  
 MEDINA, N.Y. 14103

TACTICAL FIRE  
 537 FILLMORE AVENUE  
 TONAWANDA, NY 14150  
 PHONE: ( 716 ) 570-5890  
 PHONE: ( 716 ) 695-0500  
 FAX: ( 716 ) 695-0900

## QUOTATION

Date 10/16/07 Terms: Net 30 Days F.O.B. Origin Sales:

QTY	PART No.	DESCRIPTION	PRICE - EAC	TOTAL
1	BTR 400S	MMD SUBMERSIBLE PUMP 68 GPM @ 39' HEAD 120 V	<sup>13</sup> \$ 275.00 EA.	9825 (2)
1	DL11101U BL11101U	MSA SOLARIS FIRE SERVICE MULTIGAS	1	
		DETECTOR, 4-GAS- LEL, O2, CO, & H2S		
		RECHARGEABLE ALKALINE	\$ 1050.00 EA. \$ 950.00 EA.	
1	710946	MSA DATALOG KIT	\$ 215.00 EA.	
1	90540	STREAMLIGHT ALKALINE SURVIVOR LIGHT	<sup>115</sup> \$ 55.00 EA.	825 (3)
1	TEU-2000D	TELE-LITE 2000 W GENERATOR WITH 500 W	+1	855 (13)
		LIGHT	\$ 1520.00 EA.	
1	TEU-2.10D	TELE-LITE 2000 W GENERATOR WITH 1000 W		
		LIGHT	\$ 1590.00 EA.	
1/5	HS510	E-FLARE KITS - 5 LIGHTS, BASES & BAG	\$ 185.00/BAG	

<b>1</b>	<b>SL-20XP</b>	<b>STREAMLIGHT FLASHLITE RECHARGEABLE</b>		
		<b>ORANGE WITH RED OR YELLOW WAND</b>		
		<b>WITH DC CHARGER WITH AC CHARGER</b>	<b>\$ 85.00 EA. \$ 91.00 EA.</b>	
<b>1</b>	<b>I590ORG</b>	<b>STEARNS COLD WATER IMMERSION SUIT</b>		
		<b>PRICING AND SIZING AS PER SHEET</b>		
<b>1</b>	<b>I600</b>	<b>STEARNS DELUXE MERCHANT MATE II</b>		
		<b>NON-REVERSIBLE VEST STYLE TYPE I PFD</b>	<b>\$ 96.00 EA.</b>	
<b>150 FT.</b>	<b>SRP504860SL</b>	<b>MSA STATIC KERNMANTLE 1/2" (12MM), NYLON</b>		
		<b>9,100 LB (4128 KG) ROPE ORANGE/YELLOW TRACER</b>	<b>\$ 170.00 /150'</b>	
		<b>TKS; DENNY</b>		

**QUOTED BY:** \_\_\_\_\_

**QUOTE VALID UNTIL 12/31/07**

**COMPANY CONFIDENTIAL**

# DIVAL

for Life

What's your

for safety?

1721 Niagara Street  
 Buffalo, New York 14207  
 Tel 800 343 1354  
 Tel 716 874 3060  
 Fax 716 874 4620

## QUOTE

Ridgeway Fire Co.  
 Attn: Charlie Smith

Page 1 of 2

Phone:  
 Freight:  
 Terms:  
 Lead Time:

Quote Number: 101507

Quote Date: October 15, 2007

Date of Last Change:

Customer Service Rep:

Customer Service Email:

Outside Sales Rep: Doug Moore

Sales Rep Email: dmoore@divalsafety.com

Cell Phone: 725-7555

5448314	BioSystems MultiGas With Pump, CO, O2, HS, LEL, Sensors Alkaline Battery Style	1	\$750.00	Each	\$750.00	①
WSP53AA	Low Level Water Pump 1/2 hp 70 Gpm	3	\$469.50	Each	\$1,408.50	
3600	Little LED Alkaline Style Flash Light	15	\$24.40	Each	\$366.00	
EU2000i	Honda 2,000 Watt Generator with 500 Watt Light	2	\$1,365.00	Each	\$2,730.00	④
939EF400-R	E-Flare Led battery powered flare, Red	8	\$22.50	Each	\$180.00	③
939-EFBag-4	Carrying Bag for Led Flares	2	\$3.25	Each	\$6.50	②
939-EFBase	Rubber Ground Base for Led Flares	8	\$2.45	Each	\$19.60	
26120	Streamlight SL-20X Rechargeable Flashlight	4	\$93.25	Each	\$373.00	
22511	Streamlight Safety Wand, Red for SL-20X Flashlight	4	\$4.50	Each	\$18.00	
I595	Water Rescue Dry Suite (Universal) Fits Large & Extra Large (Stearns)	3	\$389.00	Each	<del>\$1,167.00</del>	
I595	Water Rescue Dry Suite (Oversize) For sizes 2-XL (Stearns)	1	\$444.00	Each	<del>\$444.00</del>	
4806644	White water Rescue Helmet Color Red	4	\$31.00	Each	<del>\$124.00</del>	
I222	Cat 5 Life Preserver	6	\$56.60	Each	\$339.60	

Visit the **Bargoon Lagoon** today  
 at **DIVASafety.com**



**Surf. Save. Be Happy.**







rescue equipment

100 Ensminger Road  
Tonawanda, NY 14150-8501

Phone: 716-874-2428

Fax: 716-873-1526

www.firstoutrescue.com

# Quotation

Date	Quotation #
10/15/2007	708

Name / Address
Ridgeway Fire Department P.O. Box 816 Medina, NY 14103

Terms
Due on receipt

Qty	Item	Description	Unit C...	Total
1	4543721	X-am 3000 Multi Gas Meter Confined Space Kit includes; Internal Sample Pump, Battery, charger kit, calibration gas cylinder, regulator, rubber boot (for meter), and carry case. Sensors CO 0-999 ppm, H2S 0-99 ppm, O2 0-25%, EX 2 0-100% LEL	1,455.00	1,455.00
1	4543718	X-am 3000 Multi Gas Meter Internal Sample Pump, Battery, Charger, 10' Tygon Tubing and Filter. Sensors CO 0-999 ppm, H2S 0-99 ppm, O2 0-25%, EX 2 0-100% LEL	1,025.00	1,025.00
3	WSP50AA	1/2 HP Electric Submersible Pump, Automatic Starting, Stainless Steel Case Non-mercury Auto Float Switch, Built-in Thermal Auto Reset, 25-foot Heavy-Duty, 115V Cord, 2" Ports, 110 GPM.	508.00	1,524.00
15	PL-3600C	Pelican LITTLE ED (4 AA) Colors, Yellow, Orange, Black	28.00	420.00
0	TEU-2000	Tele-Lite 500 watt , EU2000i Honda Generator Complete. Light Head and Bracket Powder Coated White. (10,500 Lumens, 2.1 Amps)	1,468.05	0.00
2	KGE2000TSi	Kipor 2000 Watt Gas Generator, Pure Sine, 500 Watt iodine tungsten filament Light Kit.	949.00	1,898.00
8	R04	Flare Alert Electronic Flare, LED Light, Magnetic Base	11.25	90.00
4	RX2019	MAG CHARGER® Rechargeable Flashlight - System #2 - 12V. DC	82.00	328.00
4	ASXX07B	Traffic Wand, RED	3.25	13.00

Thank you for your continued interest in our products.

<b>Subtotal</b>
<b>Sales Tax (0.00)</b>
<b>Total</b>



equipment

100 Ensminger Road  
 Tonawanda, NY 14150-8501  
 Phone: 716-874-2428  
 Fax: 716-873-1526  
 www.firstoutrescue.com

# Quotation

Date	Quotation #
10/15/2007	708

Name / Address
Ridgeway Fire Department P.O. Box 816 Medina, NY 14103

Terms
Due on receipt

Qty	Item	Description	Unit C...	Total
0	20499000	Ice Commander Rescue Suit. Integral chest harness, ice awl pockets, gloves, reinforcements and non-slip soles keep you prepared for any emergency. Highly visible welded nylon shell and removable AirSoft foam liner. It's 45% lighter than conventional neoprene suits, giving maximum flexibility and performance. Size: Adult Universal. Body Mass: 110 - 330 lbs. Height: 4'11" - 6'7" Color: Yellow.	710.00	0.00
3	208422504	Extreme Drysuit (Small -Large), 420-denier 3-layer TriTon™ fabric, Heavy-duty YKK waterproof zipper across the body, plus extra-tough latex wrist and neck gaskets .Reinforced Cordura® seat, elbows and knees. Neoprene outer cuffs with adjustable hook-and-loop closures on the neck, wrist and ankles help keep you warm and protect gaskets from tough use. Reflective arm strips and shock-cord waist adjustment	<del>380.00</del>	1,140.00
1	208422506	Extreme Drysuit (XX-Large), 420-denier 3-layer TriTon™ fabric, Heavy-duty YKK waterproof zipper across the body, plus extra-tough latex wrist and neck gaskets .Reinforced Cordura® seat, elbows and knees. Neoprene outer cuffs with adjustable hook-and-loop closures on the neck, wrist and ankles help keep you warm and protect gaskets from tough use. Reflective arm strips and shock-cord waist adjustment	<del>400.00</del>	<del>400.00</del>
4	4806032	Protec Full Cut, Sm - XL (Yellow or Red)	32.50	<del>130.00</del>
0	350242	Swiftwater Fury PFD, Sizes; Small - X-Large (Yellow or Red) Category V	160.00	0.00
4	350342	Swiftwater Ranger PFD, Small - X- Large (Yellow or Red), Category V	160.00	640.00

xl6 = \$915 (10)  
 xl6 = 960 (11)

Thank you for your continued interest in our products.

<b>Subtotal</b>
<b>Sales Tax (0.00)</b>
<b>Total</b>



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 Tonawanda, NY 14150-8501  
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# Quotation

Date	Quotation #
10/15/2007	708

Name / Address
Ridgeway Fire Department P.O. Box 816 Medina, NY 14103

Terms
Due on receipt

Qty	Item	Description	Unit C...	Total
2	5158150BLS	1/2" ACCESS Lifeline x 150' (Blue) NFPA Life Safety rope	145.00	290.00
2	5158150RDS	1/2" ACCESS Lifeline x 150' (Red), NFPA Life Safety rope	145.00	290.00
1	7951	Go Light Radio Ray Wireless Remote Spotlight, 370 Degree Horizontal Rotation, 120 Degree Vertical Rotation, 400,000 Candlepower	245.00	245.00

Thank you for your continued interest in our products.	<b>Subtotal</b>	\$9,888.00
	<b>Sales Tax (0.00)</b>	\$0.00
	<b>Total</b>	\$9,888.00

**In the Matter of Brunner International, Inc.**  
**Docket No. EPCRA-02-2007-4210**

**CERTIFICATE OF SERVICE**

I certify that I have this day caused to be sent the foregoing fully executed CONSENT AGREEMENT and FINAL ORDER, bearing the above-referenced docket number, in the following manner to the respective addressees below:

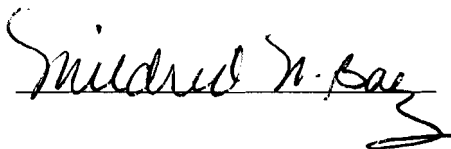
Original and One Copy  
by Hand:

Office of the Regional Hearing Clerk  
U.S. Environmental Protection  
Agency - Region 2  
290 Broadway, 16th floor  
New York, NY 10007-1866

Copy by Certified Mail,  
Return Receipt Requested:

Scott M. Lupiani, Esq.  
Hodgson Russ LLP  
The Guaranty Building  
140 Pearl Street - Suite 100  
Buffalo, New York 14202-4040

Dated: MAY 21 2008  
New York, NY

  
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