

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 7  
11201 RENNER BOULEVARD  
LENEXA, KANSAS 66219

2015 JUL 16 AM 10:22

BEFORE THE ADMINISTRATOR

IN THE MATTER OF )  
)  
) Docket No. CAA-07-2015-0009  
)  
WILBUR-ELLIS COMPANY, )  
)  
)  
) COMPLAINT AND  
) CONSENT AGREEMENT/  
) FINAL ORDER  
)  
Respondent, )  
)  
)  
Proceeding under Section 113(d) of the CAA )  
\_\_\_\_\_ )

**CONSENT AGREEMENT AND FINAL ORDER**

The United States Environmental Protection Agency, Region 7 (“EPA”) and Wilbur-Ellis Company (“Respondent”) have agreed to a settlement of this action before filing of a complaint, and thus this action is simultaneously commenced and concluded pursuant to Rules 22.13(b) and 22.18(b)(2) of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Issuance of Compliance or Corrective Action Orders, and the Revocation, Termination or Suspension of Permits (“Consolidated Rules”), 40 C.F.R. §§ 22.13(b) and 22.18(b)(2).

**ALLEGATIONS**

Jurisdiction

1. This is an administrative action for the assessment of civil penalties instituted pursuant to Section 113(d) of the Clean Air Act (“CAA”), 42 U.S.C. § 7413(d). Pursuant to Section 113(d) of the CAA, 42 U.S.C. § 7413(d), the Administrator and the Attorney General jointly determined that this matter, where the first date of alleged violation occurred more than twelve months prior to the initiation of the administrative action, was appropriate for administrative penalty action.

2. This Complaint and Consent Agreement and Final Order (“CA/FO”) serves as notice that EPA has reason to believe that Respondent has violated the Chemical Accident Prevention Provisions in 40 C.F.R. Part 68, promulgated pursuant to Section 112(r) of the CAA,

42 U.S.C. § 7412(r), and that Respondent is therefore in violation of Section 112(r) of the CAA. Furthermore, this CA/FO serves as notice pursuant to Section 113(d)(2)(A) of the CAA, 42 U.S.C. § 7413(d)(2)(A), of EPA's intent to issue an order assessing penalties for this violation.

### Parties

3. The Complainant, by delegation from the Administrator of the EPA, and the Regional Administrator of EPA, Region 7, is the Director of the Air and Waste Management Division, EPA, Region 7.

4. The Respondent is Wilbur-Ellis Company. This action involves the company's facilities located at 101 Highway 7, in White Cloud, Kansas (the "White Cloud facility"); 882 Highway 7, in Troy, Kansas (the "Troy facility"); and 2620 NW Huxman Road, in Silver Lake, Kansas (the "Kiro facility"), which are all owned and operated by Wilbur-Ellis Company. Wilbur-Ellis Company is incorporated under the laws of the State of California and is authorized to conduct business in the state of Kansas.

### Statutory and Regulatory Requirements

5. On November 15, 1990, the President signed into law the CAA Amendments of 1990. The Amendments added Section 112(r) to Title I of the CAA, 42 U.S.C. § 7412(r), which requires the Administrator of EPA to, among other things, promulgate regulations in order to prevent accidental releases of certain regulated substances. Section 112(r)(3), 42 U.S.C. § 7412(r)(3), mandates the Administrator to promulgate a list of regulated substances, with threshold quantities, and defines the stationary sources that will be subject to the accident prevention regulations mandated by Section 112(r)(7). Specifically, Section 112(r)(7), 42 U.S.C. § 7412(r)(7), requires the Administrator to promulgate regulations that address release prevention, detection and correction requirements for these listed regulated substances.

6. On June 20, 1996, EPA promulgated a final rule known as the Risk Management Program, 40 C.F.R. Part 68, which implements Section 112(r)(7) of the CAA, 42 U.S.C. § 7412(r)(7). These regulations require owners and operators of stationary sources to develop and implement a risk management program that includes a hazard assessment, a prevention program and an emergency response program.

7. The regulations at 40 C.F.R. Part 68 set forth the requirements of a risk management program that must be established at each stationary source. The risk management program is described in a Risk Management Plan ("RMP") that must be submitted to EPA.

8. Pursuant to Section 112(r)(7) of the CAA, 42 U.S.C. § 7412(r)(7), and 40 C.F.R. § 68.150, an RMP must be submitted for all covered processes by the owner or operator of a stationary source that has more than a threshold quantity of a regulated substance in a process no

later than the latter of June 21, 1999, or the date on which a regulated substance is first present above the threshold quantity in a process.

9. The regulations at 40 C.F.R. § 68.10 set forth how the chemical accident prevention provision regulations apply to covered processes. A covered process is eligible for Program 2 if the process does not meet the requirements of Program 1 or Program 3.

10. Section 113(d) of the CAA, 42 U.S.C. § 7413(d), states that the Administrator may issue an administrative order against any person assessing a civil administrative penalty of up to \$25,000 per day of violation whenever, on the basis of any available information, the Administrator finds that such person has violated or is violating any requirement or prohibition of the CAA referenced therein, including Section 112(r)(7). Section 113(d) of the CAA, 42 U.S.C. § 7413(d), as amended by the Debt Collection Improvement Act of 1996, authorizes the United States to assess civil administrative penalties of not more than \$27,500 per day for each violation that occurs after January 30, 1997, through March 15, 2004, and \$32,500 per day for each violation that occurs after March 15, 2004. For each violation of Section 112(r) of the CAA that occurs after January 12, 2009, penalties of up to \$37,500 per day are authorized.

#### Definitions

11. The regulations at 40 C.F.R. § 68.3 define “stationary source,” in part, as any buildings, structures, equipment, installations or substance emitting stationary activities which belong to the same industrial group, which are located on one or more contiguous properties, which are under the control of the same person (or persons under common control), and from which an accidental release may occur.

12. The regulations at 40 C.F.R. § 68.3 define “threshold quantity” as the quantity specified for regulated substances pursuant to Section 112(r)(5) of the CAA, as amended, listed in 40 C.F.R. § 68.130, Table 1, and determined to be present at a stationary source as specified in 40 C.F.R. § 68.115.

13. The regulations at 40 C.F.R. § 68.3 define “regulated substance” as any substance listed pursuant to Section 112(r)(3) of the CAA, as amended, in 40 C.F.R. § 68.130.

14. The regulations at 40 C.F.R. § 68.3 define “process” as any activity involving a regulated substance including any use, storage, manufacturing, handling or on-site movement of such substances, or combination of these activities. For the purposes of this definition, any group of vessels that are interconnected, or separate vessels that are located such that a regulated substance could be involved in a potential release, shall be considered a single process.

General Factual Allegations

15. Respondent is, and at all times referred to herein was, a “person” as defined by Section 302(e) of the CAA, 42 U.S.C. § 7602(e).

16. At all times relevant to this action, Respondent’s facilities located at 101 Highway 7, in White Cloud, Kansas; 882 Highway 7, in Troy, Kansas; and 2620 NW Huxman Road, in Silver Lake, Kansas, were “stationary sources” pursuant to 40 C.F.R. § 68.3.

17. Anhydrous ammonia is a regulated substance pursuant to 40 C.F.R. § 68.3. The threshold quantity for anhydrous ammonia, as listed in 40 C.F.R. § 68.130, Table 1, is 10,000 pounds.

18. On or about January 25, 2012, EPA conducted an inspection of Wilbur-Ellis’s White Cloud facility to determine compliance with Section 112(r) of the CAA and 40 C.F.R. Part 68.

19. On or about January 26, 2012, EPA conducted an inspection of Wilbur-Ellis’s Troy facility to determine compliance with Section 112(r) of the CAA and 40 C.F.R. Part 68.

20. On or about August 27, 2014, EPA conducted an inspection of Wilbur-Ellis’s Kiro facility to determine compliance with Section 112(r) of the CAA and 40 C.F.R. Part 68.

21. Information collected during the EPA inspections showed that Respondent had exceeded the threshold quantity for anhydrous ammonia in processes at the White Cloud, Troy, and Kiro facilities.

Violations

22. EPA alleges that Respondent has violated the CAA and federal regulations promulgated pursuant to the CAA, as follows:

23. Respondent is subject to the requirements of Section 112(r) of the CAA, 42 U.S.C. § 7412(r), and 40 C.F.R. Part 68 because it is an owner and operator of stationary sources that had more than a threshold quantity of a regulated substance in a process.

24. Respondent is subject to Program 2 of the risk management program requirements because, pursuant to 40 C.F.R. § 68.10(c), the covered processes at its White Cloud, Troy, and Kiro facilities did not meet the requirements of Program 1 or Program 3.

25. Respondent was required under Section 112(r) of the CAA, 42 U.S.C. § 7412(r), and 40 C.F.R. 68.12, to develop and implement a risk management program for each stationary

source that includes a management system, a hazard assessment, a prevention program and an emergency response program, and to submit an RMP.

26. Information collected during the inspections of Respondent's White Cloud, Troy, and Kiro facilities revealed that Respondent failed to develop and implement risk management programs for each facility that complied with all the requirements of 40 C.F.R. Part 68. Specifically:

COUNT I

27. Respondent failed to develop and implement a management system as provided in 40 C.F.R. § 68.15 for its White Cloud and Troy facilities, as required by 40 C.F.R. § 68.12(c)(1).

COUNT II

28. Respondent failed to conduct a hazard assessment as provided in 40 C.F.R. § 68.39 at its White Cloud facility, as required by 40 C.F.R. § 68.12(c)(2), by failing to maintain records on the offsite consequence analyses.

COUNT III

29. Respondent failed to implement various prevention requirements of 40 C.F.R. §§ 68.48 through 68.60 at its White Cloud facility, as required by 40 C.F.R. § 68.12(c)(3), as follows:

- (a) Respondent failed to compile and maintain up-to-date safety information related to the regulated substances, processes, and equipment, as required by 40 C.F.R. § 68.48(a)(2)-(5);
- (b) Respondent failed to ensure that the process is designed in compliance with recognized and generally accepted good engineering practices, as required by 40 C.F.R. § 68.48(b);
- (c) Respondent failed to conduct a hazard review as required by 40 C.F.R. § 68.50(a);
- (d) Respondent failed to prepare written operating procedures that provide clear instructions or steps for safely conducting activities associated with each covered process consistent with the safety information for that process, as required by 40 C.F.R. § 68.52(a);
- (e) Respondent failed to address consequences of deviation and steps required to correct or avoid deviations as required by 40 C.F.R. § 68.52(b)(7);

- (f) Respondent failed to certify that it had evaluated compliance with the provisions of the Program 2 Prevention Program regulations at least every three years, as required by 40 C.F.R. § 68.58(a);
- (g) Respondent failed to retain the two most recent compliance audit reports, as required by 40 C.F.R. § 68.58(e); and
- (h) Respondent failed to investigate an incident which could reasonably have resulted in a catastrophic release, as required by 40 C.F.R. § 68.60(a).

COUNT IV

30. Respondent failed to implement various prevention requirements of 40 C.F.R. §§ 68.48 through 68.60 at its Troy facility, as required by 40 C.F.R. § 68.12(c)(3), as follows:

- (a) Respondent failed to compile and maintain up-to-date safety information related to the regulated substances, processes, and equipment, as required by 40 C.F.R. § 68.48(a)(2)-(5);
- (b) Respondent failed to conduct a hazard review as required by 40 C.F.R. § 68.50(a);
- (c) Respondent failed to prepare written operating procedures that provide clear instructions or steps for safely conducting activities associated with each covered process consistent with the safety information for that process, as required by 40 C.F.R. § 68.52(a);
- (d) Respondent failed to address consequences of deviation and steps required to correct or avoid deviations as required by 40 C.F.R. § 68.52(b)(7);
- (e) Respondent failed to certify that it had evaluated compliance with the provisions of the Program 2 Prevention Program regulations at least every three years, as required by 40 C.F.R. § 68.58(a); and
- (f) Respondent failed to retain the two most recent compliance audit reports, as required by 40 C.F.R. § 68.58(e).

COUNT V

31. Respondent failed to implement various prevention requirements of 40 C.F.R. §§ 68.48 through 68.60 at its Kiro facility, as required by 40 C.F.R. § 68.12(c)(3), as follows:

- (a) Respondent failed to ensure that the process is designed in compliance with recognized and generally accepted good engineering practices, as required by 40 C.F.R. § 68.48(b);
- (b) Respondent failed to prepare written operating procedures that provide clear instructions or steps for safely conducting activities associated with each covered process consistent with the safety information for that process, as required by 40 C.F.R. § 68.52(a); and
- (c) Respondent failed to address consequences of deviation and steps required to correct or avoid deviations as required by 40 C.F.R. § 68.52(b)(7).

COUNT VI

32. Respondent failed to provide accurate emergency response program information required by 40 C.F.R. § 68.180 in the White Cloud facility's Risk Management Plan.

COUNT VII

33. Respondent failed to provide accurate emergency response program information required by 40 C.F.R. § 68.180 in the Kiro facility's Risk Management Plan.

COUNT VIII

34. Respondent failed to submit a correction of the emergency contact information in the Kiro facility's Risk Management Plan within one month of a change in that information, as required by 40 C.F.R. § 68.195(b).

35. Each of Respondent's failures to comply with the requirements of 40 C.F.R. Part 68, as set forth above, is a violation of Section 112(r) of the CAA, 42 U.S.C. § 7412(r).

**CONSENT AGREEMENT**

36. Respondent and EPA agree to the terms of this CA/FO and Respondent agrees to comply with the terms of the Final Order portion of this CA/FO.

37. For purposes of this proceeding, Respondent admits the jurisdictional allegations set forth above, and agrees not to contest EPA's jurisdiction in this proceeding or any subsequent proceeding to enforce the terms of the Final Order portion of this CA/FO.

38. Respondent neither admits nor denies the factual allegations set forth above.

39. Respondent waives its right to a judicial or administrative hearing on any issue of fact or law set forth above and its right to appeal the Final Order portion of this CA/FO.

40. Respondent and EPA agree to conciliate this matter without the necessity of a formal hearing and to bear their respective costs and attorneys' fees incurred as a result of this action.

41. This CA/FO addresses all civil and administrative claims for the CAA violations identified above. Complainant reserves the right to take enforcement action with respect to any other violations of the CAA or other applicable law.

42. Respondent certifies by signing this CA/FO that, to the best of its knowledge, Respondent's facility is in compliance with all requirements of Section 112(r) of the CAA, 42 U.S.C. § 7412(r), and all regulations promulgated thereunder. Respondent further states that it has worked in a cooperative and timely manner with the EPA to resolve the issues alleged above.

43. The effect of settlement described in Paragraph 41 is conditional upon the accuracy of the Respondent's representations to EPA, as memorialized in Paragraph 42 of this CA/FO.

44. Respondent consents to the issuance of the Final Order hereinafter recited, consents to the payment of the civil penalty as set forth in the Final Order, and consents to the performance of a Supplemental Environmental Project.

45. In settlement of this matter, Respondent agrees to complete the following Supplemental Environmental Project ("SEP"), which the parties agree is intended to secure significant environmental and/or public health benefits. Respondent shall donate self-contained breathing apparatus and related equipment to the Sedgwick Fire Department and five 800 MHz emergency responder radios to Doniphan County, as described in Attachment A which is incorporated herein by reference. The SEP shall be completed no later than three months from the effective date of the Final Order.

46. The total expenditure for the SEP shall be no less than One Hundred Thirteen Thousand, One Hundred Twenty-One Dollars (\$113,121), in accordance with the specifications set forth in Attachment A. All work required to complete the SEP shall be performed in compliance with all federal, state, and local laws and regulations.

47. Within 60 days of completion of the SEP, Respondent shall submit a SEP Completion Report to EPA as follows:

- a. The SEP Completion Report shall contain the following:
  - i. a detailed description of the SEP as implemented;

- ii. itemized costs, documented by copies of purchase orders, receipts, or canceled checks;
  - iii. a description of the environmental and public health benefits resulting from implementation of the SEP (with a quantification of the benefits and pollutant reductions, if feasible); and
  - iv. certification that the SEP has been fully implemented pursuant to the provisions of this CA/FO.
- b. Respondent shall submit all notices and reports required by this CA/FO by first class mail to the following:

Patricia Reitz  
U.S. Environmental Protection Agency, Region 7  
11201 Renner Boulevard  
Lenexa, Kansas 66219.

- c. In itemizing its costs in the SEP Completion Report, Respondent shall clearly identify and provide acceptable documentation for all eligible SEP costs. Where the report includes costs not eligible for SEP credit, those costs must be clearly identified as such. For purposes of this paragraph, "acceptable documentation" includes invoices, purchase orders or other documentation that specifically identifies and itemizes the individual costs of the goods and/or services for which payment is being made. Canceled drafts do not constitute acceptable documentation unless such drafts specifically identify and itemize the individual costs of the goods and/or services for which payment is being made.

48. Respondent agrees to the payment of stipulated penalties as follows:

- a. In the event Respondent fails to comply with any of the terms or provisions of this Consent Agreement relating to the performance of the SEP as set forth in Paragraph 45 of this CA/FO and/or to the extent that the actual expenditures of the SEP do not equal or exceed the cost of the SEP described in Paragraph 46 of this CA/FO, Respondent shall be liable for stipulated penalties according to the provisions set forth below:
- i. Except as provided in subparagraph a.ii. and a.iii. of this paragraph, if the SEP is not completed satisfactorily and timely pursuant to the agreement set forth in Paragraph 45 of this CA/FO, Respondent shall be liable for and shall pay a stipulated penalty to the United States in the amount of One Hundred Thirty Five Thousand and Seven

Hundred Forty-Six Dollars (\$135,746) (150% of the amount by which the settlement penalty was mitigated on account of the SEP), minus any documented expenditures determined by EPA to be acceptable for the SEP.

- ii. If Respondent fails to timely and completely submit the SEP Completion Report required by Paragraph 47, Respondent shall be liable for and shall pay a stipulated penalty in the amount of Two Hundred and Fifty Dollars (\$250) per day. This stipulated penalty shall begin to accrue on the first day after the SEP Completion Report is due and continue to accrue through the day the SEP Completion report is submitted.
- iii. If the SEP is not completed in accordance with Paragraphs 45 and 46 of this CA/FO, but EPA determines that the Respondent: (a) made good faith and timely efforts to complete the project; and (b) certifies, with supporting documentation, that at least 90% of the amount of money which was required to be spent was expended on the SEP, Respondent shall not be liable for any stipulated penalty.

- b. The determinations of whether the SEP has been satisfactorily completed and whether the Respondent has made a good faith, timely effort to implement the SEP shall be in the sole discretion of EPA.
- c. Respondent shall pay stipulated penalties not more than fifteen days after receipt of written demand by EPA for such penalties. The method of payment shall be in accordance with the provisions of Paragraph 1 of the Final Order portion of this CA/FO. Interest and late charges shall be paid as stated in Paragraph 53 herein.

49. Respondent certifies that it 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 to comply 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.

50. Respondent certifies that it is not a party to any open federal financial assistance transaction that is funding or could be used to fund the same activity as the SEP. Respondent further certifies that, to the best of its knowledge and belief after reasonable inquiry, there is no such open federal financial transaction that is funding or could be used to fund the same activity as the SEP, nor has the same activity been described in an unsuccessful federal financial assistance transaction proposal submitted to EPA within two years of the date of this settlement (unless the project was barred from funding as statutorily ineligible). For the

purposes of this certification, the term “open federal financial assistance transaction” refers to a grant, cooperative agreement, loan, federally-guaranteed loan guarantee or other mechanism for providing federal financial assistance whose performance period has not yet expired.

51. 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.

52. Any public statement, oral or written, in print, film or other media, made by Respondent making reference to the SEP shall include the following language: “This project was undertaken in connection with the settlement of an enforcement action taken by the United States Environmental Protection Agency for violations of the chemical accident prevention provisions of the Clean Air Act.”

53. Late Payment Provisions. 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. Respondent understands that its failure to timely pay any portion of the civil penalty described in Paragraph 1 of the Final Order below may result in the commencement of a civil action in Federal District Court to recover the full remaining balance, along with penalties and accumulated interest. In such case, interest shall accrue thereon at the applicable statutory rate on the unpaid balance until such civil or stipulated penalty and any accrued interest are paid in full.

54. The undersigned representative of Respondent certifies that he or she is fully authorized to enter the terms and conditions of this CA/FO and to legally bind Respondent to it.

55. Nothing contained in the Final Order portion of this CA/FO shall alter or otherwise affect Respondent’s obligation to comply with all applicable federal, state, and local environmental statutes and regulations and applicable permits.

## FINAL ORDER

Pursuant to the provisions of the CAA, 42 U.S.C. § 7401 *et seq.*, and based upon the information set forth in this Consent Agreement, IT IS HEREBY ORDERED THAT:

1. Respondent shall pay a civil penalty of Sixty-Seven Thousand Four Hundred and Four Dollars (\$67,404) within thirty days of entry of this Final Order. Payment shall be by cashier's or certified check made payable to "United States Treasury," and shall be remitted to:

United State Environmental Protection Agency  
Fines and Penalties  
Cincinnati Finance Center  
Post Office Box 979077  
St. Louis, Missouri 63197-9000.

This payment shall reference docket number CAA-07-2015-0009.

2. A copy of the check should be sent to:

Regional Hearing Clerk  
United States Environmental Protection Agency - Region 7  
11201 Renner Boulevard  
Lenexa, Kansas 66219

and:

Erin Weekley  
Assistant Regional Counsel  
United States Environmental Protection Agency - Region 7  
11201 Renner Boulevard  
Lenexa, Kansas 66219.

3. Respondent and Complainant shall bear their own costs and attorneys' fees incurred as a result of this matter.

4. No portion of the civil penalty or interest paid by Respondent pursuant to the requirements of the CA/FO shall be claimed by Respondent as a deduction for federal, state, or local income tax purposes.

5. This Final Order shall apply to and be binding upon Respondent and Respondent's agents, successors, and/or assigns. Respondent shall ensure that all contractors, employees, consultants, firms or other persons or entities acting for Respondent with respect to matters included herein comply with the terms of this CA/FO.

6. The effective date of this Order shall be the date on which it is filed.

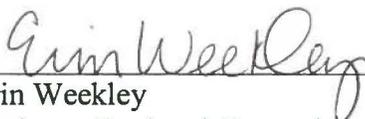
COMPLAINANT:  
U.S. ENVIRONMENTAL PROTECTION AGENCY

Date 7/15/15

  
\_\_\_\_\_

Becky Weber  
Director, Air and Waste Management Division  
U.S. Environmental Protection Agency  
Region 7

Date 7/15/2015

  
\_\_\_\_\_

Erin Weekley  
Assistant Regional Counsel  
U.S. Environmental Protection Agency  
Region 7

RESPONDENT:  
WILBUR-ELLIS COMPANY

Date July 1, 2015

David P. Granoff  
Name

  
Signature

Vice President and General Counsel  
Title

IT IS SO ORDERED. This Final Order shall become effective immediately.

Date July 16, 2015

Karina Borromeo  
Karina Borromeo  
Regional Judicial Officer  
U.S. Environmental Protection Agency  
Region 7



# Hays Fire and Rescue Sales & Service, LLC.

1151 Moe Road. Hays, Kansas 67601  
1-785-628-0600 Phone 1-785-628-0610 Fax  
1-800-269-4093 Kansas & Missouri  
Email at [haysfire@ruraltel.net](mailto:haysfire@ruraltel.net)

Quote # 050615

## Proposal for the City of Sedgwick Fire Department, Chief Mark Sauerwein

Description	Quantity	Price	Extended
1. Avon AVO Del-3-03-21-31-40-50-G <i>Deltair SCBA 2013 NFPA 45Min HP 4500 psi, 45 Min Carbon Cyl. AirSwitch Facemask, NFPA 2013 CBRN Medium, Premium Mask Storage Bag</i>	12	\$ 4705.41	\$56464.92
2. AVO 41 <i>VoiceAmp /Pass Radio Interface \$ 281.65 Combined with Patch Cable \$ 425.00 for Motorola APX6000 Port. Radio</i>	0	\$ 706.65	
3. AVO 51 <i>Hard Carry Case</i>	12	\$ 105.88	\$1270.56
4. AVO B <i>Buddy Breather (EBBS)</i>	12	\$ 349.41	\$4192.92
5. AVO Spare Mask <i>AirSwitch Facemask NFPA 2013 CBRN Choice of sizes, S / M / L</i>	20	\$ 634.59	\$12691.80
6. AVO Spare Carbon Cyl. <i>4500 PSI, 45 Min</i>	12	\$ 907.06	\$10884.72
7. AVO F QD <i>Quick Connect Adapter</i>	0	\$ 37.50	
8. Rescuer W/RIC Fittings <i>H2 Rescue-Rit Fitting, True North Bag HP 45 Min Carbon, 6' Charging Hose</i>	1	\$ 1620.00	\$1620.00
			<b>\$87,124.92</b>

Note: Item 1 is Base Unit SCBA      Item 8 is RIT System  
Item 2 - 7 are Options

Price Quote Less Shipping

Thank You for the opportunity to submit this Proposal,

Ken Giersch    [k\\_giersch@yahoo.com](mailto:k_giersch@yahoo.com)  
Hays Fire and Rescue  
Cell. 785-643-3216

*See us for all your Fire Department supplies,  
Fire Trucks, Air Packs, Brass Goods, etc. or any truck repairs*



Created By: michelleb@mw-radio.com  
 Created On: 05 May 2015

Cart Name: Don Co EMA 6000  
 Contract: 19182 - State of Kansas

Currency: USD

**Model No. H98UCF9PW6AN APX6000 700/800 MODEL 2.5 PORTABLE**

Earliest Available Ship Date	Available	List Price	Your Price	Qty	Extended Price
07 May 2015	N	6,307.00	4,751.25	1	4,751.25

Configuration

. H98UCF9PW6AN		2,588.00	1,941.00	1	1,941.00
. QA02818AA ALT: LIION IMPRES M/CSA 2300M (NNTN8092)		50.00	37.50	1	37.50
. H885BK ENH: 2 YR SFS LITE		84.00	84.00	1	84.00
. Q806BM ADD: ASTRO. DIGITAL CAI OPERATION		515.00	386.25	1	386.25
. QA02756AA ADD: 9600 TRUNKING OR 3600 DIGITAL TRUNKING		1,570.00	1,177.50	1	1,177.50
. H38BT ADD: SMARTZONE OPERATION		1,200.00	900.00	1	900.00
. Q361AR ADD: P25 9600 BAUD TRUNKING		300.00	225.00	1	225.00

**Model No. NNTN7586A CHR IMP DUC EXT US/NA/CA/LA**

Earliest Available Ship Date	Available	List Price	Your Price	Qty	Extended Price
02 May 2015	N	295.00	238.95	1	238.95

**Model No. PMMN4069A IMPRES RSM, 3.5MM JACK, IP55**

Earliest Available Ship Date	Available	List Price	Your Price	Qty	Extended Price
02 May 2015	N	110.00	89.10	1	89.10

**Total: 5,079.30**



# APX™ 6000 PROJECT 25 PORTABLE RADIO

Delivering outstanding performance in a compact form factor without sacrificing the features you need most. The APX™ 6000 is the next generation of ruggedly-reliable performers that gives you the advanced features such as Mission Critical Wireless and GPS location tracking in a small, P25 Phase 2 capable radio. Whether you're on patrol or racing to a fire, the APX 6000 puts you in greater control of your safety, response time and technology investment.

Focus on the task not the technology, with the real-world ready radio that turns mission critical into mission complete.

## CUTTING-EDGE FEATURES IN A COMPACT SIZE

- Innovative T-grip design gives you a secure grip and better control
- High-contrast color display is easy to read in different lighting conditions
- Top display is quick to read while looking down, at a glance or from an angle
- Universal push-to-talk button with enhanced grooves is easy to find by "touch"

## EXCELLENT AUDIO YOU CAN HEAR LOUD AND CLEAR

- Excellent audio ensures voice communications are intelligible, even in high noise environments
- Dual sided 2 microphone noise canceling technology
- Equipped with the latest AMBE digital voice vocoder

## FUTURE-READY TECHNOLOGY TO RELY ON TODAY

- Small P25 Phase 2 capable radio that provides twice the voice capacity
- Backwards and forwards compatible with all Motorola mission critical radio systems
- Supports applications like Mission Critical Wireless and GPS location tracking for greater safety

- Universal Push-to-Talk
- T-Grip
- Dual Battery Latch
- Orange emergency button
- 16 position rotary switch
- 2 position concentric switch
- 3 position toggle switch
- 3 programmable side buttons
- Transmit LED indicator
- Backlit Keypad:
  - Home and Data buttons
  - 3 soft keys
  - 4 direction navigation key
  - 4 x 3 keypad
- Full Bitmap Display:
  - 2 lines of icons
  - 4 lines x 14 characters of text
  - Status icons

## PRODUCT SPEC SHEET APX™ 6000



### FEATURES AND BENEFITS:

Available in 700/800 MHz, VHF, UHF R1, and UHF R2 bands  
Trunking standards supported:

- Clear or digital encrypted ASTRO®25 Trunked Operation
- Capable of SmartZone®, SmartZone Omnilink, SmartNet®

Analog MDC-1200 and Digital APCO P25 Conventional System Configurations  
Narrow and wide bandwidth digital receiver (6.25 kHz equivalent/25/20/12.5 KHz)  
Embedded digital signaling (ASTRO & ASTRO 25)  
Available in 3 models  
Integrated GPS capable  
Intelligent Lighting  
Radio Profiles  
Unified Call List (Models 2.5 and 3.5 only)  
User programmable voice announcement  
Meets Applicable MIL-STD-810C, D, E, F and G IP67 standard (submersible 1 meter, 30 minutes)\*\*  
Yellow and green colored housing options  
Custom recess label areas

### Superior Audio Features:

- 0.5 W high audio speaker
  - Dual microphones
  - 2-mic noise canceling technology
- Utilizes Windows XP, Vista and Windows 7 Customer Programming Software (CPS)
- Supports USB communications
  - Built in FLASHport™ support
- Full portfolio of accessories including IMPRES batteries, chargers and audio devices
- ### OPTIONAL FEATURES:
- Mission Critical Wireless\*\*\*  
Enhanced Encryption capability  
Programming Over Project 25  
Over the Air Rekey  
Text Messaging  
Man Down  
Rugged submersible housing\*\* (2 meters, 2 hours)

\*Per the FCC Narrowbanding rules, new products [APX6000 UHF R1, UHF R2] submitted for FCC certification after January 1, 2011 are restricted from being granted certification at 25KHz for United States - State & Local Markets only.

\*\* Radios meet industry standards [IPx7] for immersion.  
\*\*\* Compatible with BT 2.0 and HSP and PAN BT Profiles

### TRANSMITTER - TYPICAL PERFORMANCE SPECIFICATIONS

	700/800	VHF	UHF Range 1	UHF Range 2
Frequency Range/Bandsplits	700 MHz 800 MHz	763-776, 793-806 MHz 806-824, 851-870 MHz	136-174 MHz	380-470 MHz 450-520 MHz
Channel Spacing		25/20/12.5 kHz	25/20/12.5 kHz	25/20/12.5 kHz
Maximum Frequency Separation		Full Bandsplit	Full Bandsplit	Full Bandsplit
Rated RF Output Power Adj <sup>1</sup>		1-3 Watts Max	1-6 Watts Max	1-5 Watts
Frequency Stability <sup>1</sup> (-30°C to +60°C; +25°C Ref.)		±0.00010 %	±0.00010 %	±0.00010 %
Modulation Limiting <sup>1</sup>		±5 kHz / ±4 kHz / ±2.5 kHz	±5 kHz / ±2.5 kHz	±5 kHz / ±4 kHz / ±2.5 kHz
Emissions (Conducted and Radiated) <sup>1</sup>		-75 dB	-75 dB	-75 dB
Audio Response <sup>1</sup>		+1, -3 dB	+1, -3 dB	+1, -3 dB
FM Hum & Noise	700 MHz 800 MHz	-48 dB/-47 dB -46 dB/-45 dB	-47 dB -45 dB	-47 dB -45 dB
Audio Distortion <sup>1</sup>	700 MHz 800 MHz	0.60 % 1 %	0.50 %	0.50 %

### BATTERIES FOR APX 6000

Battery Capacity / Type	Dimensions (HxWxD)	Weight	Battery Part Number	Battery Capacity
Li-Ion IMPRES 2150 mAh IP67***	3.39" x 2.34" x 1.46"	5 oz	PMNN4403	2150 mAh
Li-Ion IMPRES 2900 mAh IP67	3.07" x 2.34" x 1.65"	6.53 oz	NNTN7038	2900 mAh
Li-Ion IMPRES 4200 mAh IP67	5.07" x 2.34" x 1.65"	11.29 oz	NNTN7034	4200 mAh
Li-Ion IMPRES 4100 mAh FM <sup>2</sup> IP67	5.07" x 2.34" x 1.65"	11.29 oz	NNTN7033	4100 mAh
NiMH IMPRES 2100 mAh IP67	5.12" x 2.34" x 1.57"	11.82 oz	NNTN7037	2100 mAh
NiMH IMPRES 2000 mAh FM <sup>2</sup> IP67	5.12" x 2.34" x 1.57"	11.82 oz	NNTN7036	2000 mAh
NiMH IMPRES 2000 mAh FM <sup>2</sup> Rugged	5.12" x 2.34" x 1.57"	11.82 oz	NNTN7035	2000 mAh
NiMH IMPRES 2100 mAh Rugged	5.12" x 2.34" x 1.57"	11.82 oz	NNTN7573	2100 mAh
Li-Ion IMPRES 2300 mAh FM <sup>2</sup> Rugged	3.39" x 2.34" x 1.65"	6.53 oz	NNTN8092	2300 mAh

\*\*\*Standard shipping battery

**PRODUCT SPEC SHEET**  
APX™ 6000

RADIO MODELS			
	MODEL 1.5	MODEL 2.5	MODEL 3.5
Display	Full bitmap monochromatic LCD top display 1 line text x 8 characters 1 line of icons No menu support Multi-color backlight	Top display plus: Full bitmap color LCD display 4 lines of text x 14 characters 2 lines of icons 1 menu line x 3 menus White backlight	Top display plus: Full bitmap color LCD display 4 lines of text x 14 characters 2 lines of icons 1 menu line x 3 menus White backlight
Keypad	none	Backlight keypad 3 soft keys 4 direction Navigation key Home and Data buttons	Backlight keypad 3 soft keys 4 direction navigation key 4x3 keypad Home and Data buttons
Channel Capacity*	96	1000	1000
FLASHport Memory	64 MB	64 MB	64 MB
700/800 MHz (763-870 MHz)	H98UCD9PW5AN Q360NM	H98UCF9PW6AN Q360NN	H98UCH9PW7AN Q360EF
VHF (136-174 MHz)	H98KGD9PW5AN Q360NP	H98KGF9PW6AN Q360NR	H98KGH9PW7AN Q360EG
UHF Range 1 (380-470 MHz)	H98QDD9PW5AN Q360NS	H98QDF9PW6AN Q360NT	H98QDH9PW7AN Q360EH
UHF Range 2 (450-520 MHz)	H98SDD9PW5AN Q360NU	H98SDF9PW6AN Q360NV	H98SDH9PW7AN Q360FC
Buttons & Switches	Large PTT button ■ Angled On/Off volume control ■ Orange emergency button ■ 16 position top-mounted rotary switch ■ 2-position concentric switch ■ Multi-color backlight ■ 3-position toggle switch ■ 3 programmable side buttons		
<b>Transmitter Certification</b>			
700/800 (764-869 MHz)	AZ489FT5863		
VHF (136-174 MHz)	AZ489FT3829		
UHF Range 1 (380-470 MHz)	AZ489FT4892		
UHF Range2 (450-520 MHz)	AZ489FT4903		
<b>FCC Emissions Designators</b>			
FCC Emissions Designators	11K0F3E, 16K0F3E, 8K10F1D, 8K10F1E, 8K10F1W, 20K0F1E**		
<b>Power Supply</b>			
Power Supply	One rechargeable 2150 mAh Li-Ion Battery Standard (PMNN4403), with alternate battery options available.		

\* Enhancement package available  
\*\* For the FCC Narrowbanding rules, new products (APX6000 UHF R1, UHF R2) submitted for FCC certification after January 1, 2011 are restricted from being granted certification at 25KHz for United States - State & Local Markets only

RECEIVER - TYPICAL PERFORMANCE SPECIFICATIONS					
		700/800	VHF	UHF Range 1	UHF Range 2
Frequency Range/Bandsplits	700 MHz 800 MHz	763-776 MHz 851-870 MHz	136-174 MHz	380-470 MHz	450-520 MHz
Channel Spacing		25/20/12.5 kHz	25/20/12.5 kHz	25/20/12.5 kHz	25/20/12.5 kHz
Maximum Frequency Separation		Full Bandsplit	Full Bandsplit	Full Bandsplit	Full Bandsplit
Audio Output Power at Rated <sup>1</sup>		500mW	500mW	500mW	1000 mW
Frequency Stability <sup>1</sup> (-30°C to +60°C; +25°C Ref.)		±0.00010 %	±0.00010 %	±0.00010 %	±0.00010 %
Analog Sensitivity <sup>3</sup>	12 dB SINAD	0.250 µV	0.216 µV	0.234 µV	0.234 µV
Digital Sensitivity <sup>4</sup>	1% BER (800 MHz) 5% BER	0.347 µV (0.333 µV) 0.251 µV	0.277 µV 0.188 µV	0.307 µV 0.207 µV	0.307 µV 0.207 µV
Selectivity <sup>1</sup>	25 kHz channel 12.5 kHz channel	75.7 dB 67.5 dB	79.3 dB 70 dB	78.3 dB 68.1 dB	78.3 dB 67.5 dB
Intermodulation		80 dB	80.5 dB	80.2 dB	80.2 dB
Spurious Rejection		76.6 dB	93.2 dB	80.3 dB	80.3 dB
FM Hum and Noise	25 kHz 12.5 kHz	-54 dB -48 dB	-53.8 dB -48 dB	-53.5 dB -47.4 dB	-53.5 dB -47.4 dB
Audio Distortion <sup>1</sup>		.9 %	1.20 %	0.91 %	0.91 %

**PRODUCT SPEC SHEET**  
 APX™ 6000

PORTABLE MILITARY STANDARDS 810 C, D, E, F & G										
	MIL-STD 810C		MIL-STD 810D		MIL-STD 810E		MIL-STD 810F		MIL-STD 810G	
	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.	Method	Proc./Cat.
Low Pressure	500.1	I	500.2	II	500.3	II	500.4	II	500.5	II
High Temperature	501.1	I, II	501.2	I/A1, II/A1	501.3	I/A1, II/A1	501.4	I/Hot, II/Basic Hot	501.5	I/A1, II/A2
Low Temperature	502.1	I	502.2	I/C3, II/C1	502.3	I/C3, II/C1	502.4	I/C3, II/C1	502.5	I/C3, II/C1
Temperature Shock	503.1	I	503.2	I/A1C3	503.3	I/A1C3	503.4	I	503.5	I/C
Solar Radiation	505.1	II	505.2	I	505.3	I	505.4	I	505.5	I/A1
Rain	506.1	I, II	506.2	I, II	506.3	I, II	506.4	I, III	506.5	I, III
Humidity	507.1	II	507.2	II	507.3	II	507.4	1 Proc	507.5	II/Aggravated
Salt Fog	509.1	I	509.2	I	509.3	I	509.4	1 Proc	509.5	1 Proc
Blowing Dust	510.1	I	510.2	I	510.3	I	510.4	I	510.5	I
Blowing Sand	1 Proc	1 Proc	510.2	II	510.3	II	510.4	II	510.5	II
Immersion	512.1	I	512.2	I	512.3	I	512.4	I	512.5	I
Vibration	514.2	VIII/F, Curve-W	514.3	I/10, II/3	514.4	I/10, II/3	514.5	I/24	514.6	I/24
Shock	516.2	I, III, V	516.3	I, V, VI	516.4	I, V, VI	516.5	I, V, VI	516.6	I, V, VI
Shock (Drop)	516.2	II	516.2	IV	516.4	IV	516.5	IV	516.6	IV

**DIMENSIONS OF THE RADIOS WITHOUT BATTERY**

	Inches	Millimeters
Length	5.47	139
Width Push-To-Talk button	2.39	60.7
Depth Push-To-Talk button	1.40	35.6
Width Top	2.98	75.7
Depth Top	1.58	40.1
Depth Bottom of Battery	1.24	31.5
Weight of the radios without battery	10.9 oz	309 g

**ENCRYPTION**

Supported Encryption Algorithms	ADP, AES, DES, DES-XL, DES-OFB, DVP-XL
Encryption Algorithm Capacity	8
Encryption Keys per Radio	Module capable of storing 1024 keys. Programmable for 64 Common Key Reference (CKR) or 16 Physical Identifier (PID)
Encryption Frame Re-sync Interval	P25 CAI 300 mSec
Encryption Keying	Key Loader
Synchronization	XL – Counter Addressing OFB – Output Feedback
Vector Generator	National Institute of Standards and Technology (NIST) approved random number generator
Encryption Type	Digital
Key Storage	Tamper protected volatile or non-volatile memory
Key Erasure	Keyboard command and tamper detection
Standards	FIPS 140-2 Level 3 FIPS 197

**GPS SPECIFICATIONS**

Channels	12
Tracking Sensitivity	-159 dBm
Accuracy <sup>6</sup>	<10 meters (95%)
Cold Start	<60 seconds (95%)
Hot Start	<10 seconds (95%)
Mode of Operation	Autonomous (Non-Assisted) GPS

**RUGGED OPTION SPECIFICATIONS**

Leakage (immersion)	MIL-STD-810 C,D,E,F and G Method 512.X Procedure I
Housing Availability	Black (Standard), Public Safety Yellow and High Impact Green

**ENVIRONMENTAL SPECIFICATIONS**

Operating Temperature <sup>6</sup>	-30°C / +60°C
Storage Temperature <sup>6</sup>	-40°C / +85°C
Humidity	Per MIL-STD
ESD	IEC 801-2 KV
Water and Dust Intrusion	IP67, MIL-STD
Immersion	MIL-STD 512.X/I

<sup>1</sup> Measured in the analog mode per TIA / EIA 603 under nominal conditions

<sup>2</sup> When used with an FM approved intrinsically safe radio

<sup>3</sup> Measured conductively in analog mode per TIA / EIA 603 under nominal conditions.

<sup>4</sup> Measured conductively in digital mode per TIA / EIA IS 102.CAAA under nominal conditions.

<sup>5</sup> Accuracy specs are for long-term tracking 95th percentile values >5 satellites visible at a nominal -130 dBm signal strength).

<sup>6</sup> Temperatures listed are for radio specifications. Battery storage is recommended at 25°C, ±5°C to ensure best performance.

Specifications subject to change without notice. All specifications shown are typical. Radio meets applicable regulatory requirements.

 Motorola Solutions, Inc. 1301 East Algonquin Road Schaumburg, Illinois 60196, U.S.A. 800-367-2346  
[motorolasolutions.com](http://motorolasolutions.com)

MOTOROLA, MOTO, MOTOROLA SOLUTIONS and the Stylized M Logo are trademarks or registered trademarks of Motorola Trademark Holdings, LLC and are used under license. All other trademarks are the property of their respective owners. © 2014 Motorola Solutions, Inc. All rights reserved.

R3-4-2035I



# PSC 9600 Site Controller

## FEATURES

Racking Options: may be racked anywhere at the site taking into consideration the product specifications.

Compact design: only requires 1 Rack Unit of space

Light weight: under 8 lbs.

Channel Capacity: 28

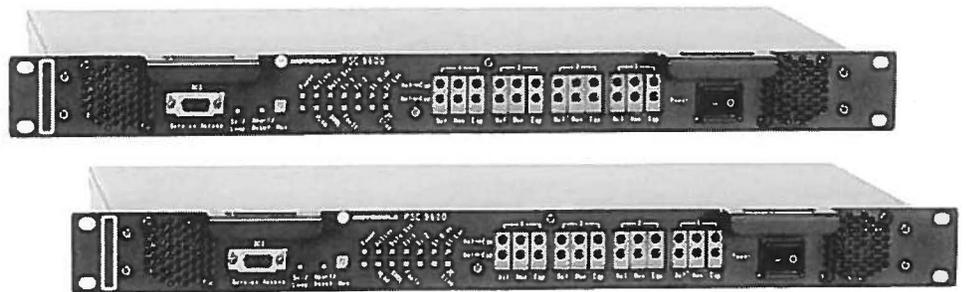
Supports: 700/800 MHz, VHF, UHF, and 380 MHz

9600 bps Control Channel

FLASHport capable

Encryption capable

Front Serviceability



## The fully redundant PSC 9600 controls the non-simulcast sub-system in Motorola's ASTRO®25 Digital Trunking Solutions

The PSC 9600 is designed for use in ASTRO 25 sites. Two PSC 9600s are needed for all Quantar site repeater sites to provide site level control and resource management. With the addition of integrated voice and data the site controller will also manage data control for the site.

The PSC 9600 will maintain the link and communication to the Zone Controller. It will also control the site's states (wide area trunking, site trunking, etc), provide integrated voice and data control, manage call control functionality when in wide area trunking and provide call processing functionality when in site trunking.

The PSC 9600 will only be supported in a redundant configuration at this time. The redundant PSC 9600 will communicate with the active one, at regular short intervals to detect any failures. If the active PSC 9600 should fail, the redundant PSC 9600 will pick up all current functionality and state information to maintain continuous operation of the site. If both PSC 9600s fail at the same time the site will revert to Failsoft operation.

**GENERAL SPECIFICATIONS**

RF Channel Bandwidth Supported	12.5kHz
Temperature Range (Ambient)	-30° to +60° C
Humidity	5 to 95% non condensing
Weight	7lbs 3oz
Card Cage Dimensions	17.37" W x 1.75" H x 8.75" D
Rack Option	19" standard rack mountable

**ELECTRICAL SPECIFICATIONS**

Standard Power Supply	
AC	100/240 VAC, 50-60Hz
DC	48 VDC, 1.5 A
Current Drain	0.28 amp at 120 VAC, .14 amp at 240 VAC



Motorola, Inc. 1303 E. Algonquin Road, Schaumburg, Illinois 60196 U.S.A.  
www.motorola.com 1-800-367-2346

MOTOROLA and the Stylized M Logo are registered in the U.S. Patent and Trademark Office.  
All other product or service names are the property of their registered owners. © Motorola, Inc. 2005 (0508)  
R3-13-2008A

IN THE MATTER OF WILBUR-ELLIS COMPANY, Respondent  
Docket No. CAA-07-2015-0009

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Order was sent this day in the following manner to the addressees:

Copy by email to Attorney for Complainant:

[weekley.erin@epa.gov](mailto:weekley.erin@epa.gov)

Copy by First Class Mail to:

The Corporation Company, Inc.  
112 SW 7th Street, Suite 3C  
Topeka, Kansas 66603

and by email to:

Bob Lambrechts  
[BLambrechts@LATHROPGAGE.COM](mailto:BLambrechts@LATHROPGAGE.COM)

Dated: 7/16/15

  
\_\_\_\_\_  
Kathy Robinson  
Hearing Clerk, Region 7