

EPA ENFORCEMENT ACCOUNTS RECEIVABLE CONTROL NUMBER FORM FOR ADMINISTRATIVE ACTIONS

This form was originated by Wanda I. Santiago for Steven Schlang 8/8/13
Name of Case Attorney Date

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

Case Docket Number CAA-01-2012-0114

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:

Alan M. Shoer
Adler Pollock & Sheehan, P.C.
One Citizens Plaza, 8th Floor
Providence, RI 02903

Total Dollar Amount of Receivable \$ 5,500 Due Date: 9/8/13

SEP due? Yes No Date Due _____

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

RECEIVED

2013 AUG -8 P 3:25

EPA ORC
OFFICE OF
REGIONAL HEARING CLERK

BY HAND

August 8, 2013

Wanda I. Santiago, Regional Hearing Clerk
U.S. Environmental Protection Agency-Region 1
5 Post Office Square, Suite 100
Mail Code ORA18-1
Boston, MA 02109-3912

Re: In the Matter of The City of Woonsocket, Docket No. CAA-01-2012-0114

Dear Ms. Santiago:

Enclosed are the original and one copy of a Consent Agreement and Final Order for filing in the above-referenced matter.

Thank you for your assistance in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven Schlang".

Steven Schlang
Enforcement Counsel

Enclosures

cc: Attorney Alan Shoer

In the Matter of: The City of Woonsocket, Rhode Island
Docket No. CAA-01-2012-0114

CERTIFICATE OF SERVICE

I hereby certify that I caused the foregoing Consent Agreement and Final Order to be sent to the following person(s), in the manner stated, on the date below:

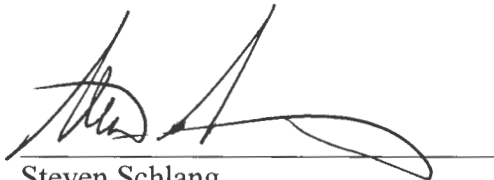
Original and one copy,
By Hand Delivery:

Wanda I. Santiago
Regional Hearing Clerk
U.S. EPA, Region 1
5 Post Office Square – Suite 100
Mail Code: ORA18-1
Boston, MA 02109-3912

One copy, By Certified Mail,
Return Receipt Requested:

Alan M. Shoer
Adler Pollock & Sheehan, P.C.
One Citizens Plaza, 8th Floor
Providence, RI 02903

Dated: August 8, 2013



Steven Schlang
Senior Enforcement Counsel
U.S. EPA, Region 1
5 Post Office Square – Suite 100
Mail Code: OES04-4
Boston, MA 02109-3912

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1
BEFORE THE ADMINISTRATOR

RECEIVED
2013 AUG -8 P 3: 25

EPA ORC
OFFICE OF
REGIONAL HEARING CLERK

In the Matter of)
)
The City of Woonsocket, Rhode Island)
)
Respondent)
)
Proceeding under Section 113(d) of the)
Clean Air Act, 42 U.S.C. § 7413(d).)
_____)

Docket No. CAA-01-2012-0114

CONSENT AGREEMENT AND FINAL ORDER

Complainant, the United States Environmental Protection Agency ("EPA or "Complainant"), having filed a Complaint and Notice of Opportunity for Hearing ("Complaint") against Respondent, the City of Woonsocket ("Respondent") on September 27, 2012; and

Complainant and Respondent (the "Parties") having agreed that settlement of this matter is in the public interest, and that entry of this Consent Agreement and Final Order ("CAFO") without further litigation is the most appropriate means of resolving this matter;

NOW, THEREFORE, before the taking of any testimony, upon the pleading, without adjudication of any issue of fact or law, and upon consent and agreement of the Parties, it is hereby Ordered and Adjudged as follows:

STATUTORY AND REGULATORY AUTHORITY

1. This CAFO resolves an administrative action for the assessment of monetary penalties brought pursuant to Section 113(d) of the Clean Air Act ("CAA"), 42 U.S.C.

§ 7413(d), and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation, Termination or Suspension of Permit, 40 C.F.R. Part 22.

2. EPA's Complaint alleged that Respondent violated 40 C.F.R. §§ 68.90(a), 68.95, and 68.200, and Section 112(r)(7)(E) of the CAA, 42 U.S.C. § 7412(r)(7)(E), because it failed to have an adequate Emergency Response Plan ("ERP"), train its employees in safe emergency response, or keep records of such.

TERMS OF SETTLEMENT

3. The provisions of this CAFO shall apply to and be binding on the Parties, their officers, directors, agents, servants, employees, successors and assigns.

4. Respondent stipulates that EPA has jurisdiction over the subject matter alleged in the Complaint and that the Complaint states a claim upon which relief can be granted against Respondent. Respondent waives any defenses it might have as to jurisdiction and venue and, without admitting or denying the factual and legal allegations contained in the Complaint, consents to the terms of this CAFO.

5. Respondent hereby waives its right to 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.

6. Respondent certifies that it is currently operating the Charles Hamman Water Treatment Facility ("Facility") in compliance with 40 C.F.R. Part 68.

7. Respondent consents to the issuance of this CAFO hereinafter recited and consents for purposes of settlement to the payment of the civil penalty cited in paragraph 25 and to the performance of the Supplemental Environmental Projects ("SEPs") hereinafter described.

SUPPLEMENTAL ENVIRONMENTAL PROJECTS

8. Respondent shall complete the following two Emergency Planning and Preparedness SEPs, which will enhance the emergency planning and chemical spill response capabilities for first response agencies within the City of Woonsocket and neighboring areas in Rhode Island, and which the Parties agree is intended to secure significant environmental or public health protection and benefits.

a. Equipment Purchase SEP - Respondent shall purchase and provide response equipment, as more specifically described in the “Scope of Work” attached hereto as Appendix A (“Equipment Purchase SEP”), and incorporated herein by reference. In order to complete the Equipment Purchase SEP, Respondent shall purchase and donate to the Woonsocket Fire Department the emergency response equipment described within the “Equipment” section of the Scope of Work, by completing the purchase and donation of the equipment within six (6) months of the effective date of this CAFO, as provided in the attached Scope of Work.

b. Training SEP - Within twelve (12) months of the effective date of this CAFO, Respondent shall conduct a chlorine leak training exercise for emergency responders. Hereinafter this SEP shall be referred to as the “Training SEP.” The Training SEP requirements are more fully described in the Scope of Work attached hereto as Appendix A, and incorporated herein by reference.

9. The total expenditure for the Equipment Purchase SEP shall not be less than ten thousand five hundred and seventy dollars (\$10,570.00). Respondent shall include documentation of the expenditures made in connection with the SEP as part of the SEP Completion Report described below.

10. The total expenditure for the Training SEP shall not be less than six thousand two hundred and fifteen dollars (\$6,215.00). Respondent shall include documentation of the expenditures made in connection with the SEP as part of the SEP Completion Report described below. If the training costs less than currently anticipated, Respondent may conduct more trainings.

11. With regard to the Equipment Purchase and Training SEPs, Respondent hereby certifies the truth and accuracy of each of the following:

a. That, as of the date of executing this CAFO, Respondent is not required to perform or develop the SEPs by any federal, state, or local law or regulation, and is not required to perform or develop the SEPs by agreement, grant, or as injunctive relief awarded in any other action in any forum. Respondent specifically certifies as follows:

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 SEPs. To the best of Respondent's knowledge and belief after reasonable inquiry, there is no such open federal financial transaction that is funding or could be used to fund the same activity as the SEPs, nor has the same activity been described in an unsuccessful federal financial assistance transaction proposal submitted to EPA within two years of the date of this settlement (unless the project was barred from funding as statutorily ineligible). For the purposes of this certification, the term "open federal financial assistance transaction" refers to a grant, cooperative agreement loan, federally-guaranteed loan guarantee, or other mechanism for providing federal financial assistance whose performance period has not yet expired.

b. That the SEPs are not projects that Respondent was planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this CAFO;

c. That Respondent has not received and will not receive credit for the SEPs in any other enforcement action; and

d. That Respondent will not receive any reimbursement for any portion of the SEPs from any other person.

12. Respondent shall submit a SEP Completion Report to EPA within thirty (30) days of completion of each SEP. Each SEP Completion Report shall contain the following information:

a. A detailed description of the SEP as implemented, including, for the Equipment Purchase SEP and, for the Training SEP, a copy of the attendee lists and all training and advertising materials produced for the SEP;

b. A description of any implementation problems encountered and the solutions thereto;

c. Itemized costs, documented by copies of invoices, purchase orders, receipts, canceled checks, or wire transfer records that specifically identify and itemize the individual costs associated with the SEP. Where the SEP Completion Report includes costs not eligible for SEP credit, those costs must be clearly identified as such;

d. Certification that the SEP has been fully completed;

e. A description of the environmental and public health benefits resulting from the implementation of the SEP (with quantification of the benefits and pollutant reductions, if feasible);

f. A statement that no tax returns filed or to be filed by Respondent will contain deductions or depreciations for any expense associated with the SEP; and

g. The following statement, signed by Respondent's officer, under penalty of law, attesting that the information contained in the SEP Completion Report is true, accurate, and not misleading:

I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

13. Respondent shall submit each Completion Report by first class mail or any other commercial delivery service, to:

Steven Schlang
Senior Enforcement Counsel (Mail Code OES 04-4)
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100
Boston, MA 02109-3912; and

Jim Gaffey
Chemical Engineer (Mail Code OES 05-1)
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100
Boston, MA 02109-3912

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

15. Subject to paragraph 16 below, Respondent agrees that failure to submit each SEP Completion Report shall be deemed a violation of this CAFO, and the Respondent shall become liable for stipulated penalties pursuant to paragraph 18 below.

16. After receipt of each SEP Completion Report described in paragraph 12 above, EPA will notify Respondent, within sixty (60) days if EPA resources permit and in writing: (i) identifying any deficiencies in the SEP Completion Report itself and granting Respondent an additional thirty (30) days to correct any deficiencies; or (ii) indicating that the project has been completed satisfactorily; or (iii) determining that the project has not been completed satisfactorily and seeking stipulated penalties in accordance with paragraph 18 herein.

17. If EPA elects to exercise options (i) or (iii) in paragraph 16 above, Respondent may object in writing to the notice of deficiency given pursuant to this paragraph within ten (10) days of receipt of such notice, except that this right to object shall not be available if EPA found that the project was not completed satisfactorily because Respondent failed to implement or abandoned the project. EPA and Respondent shall have an additional thirty (30) days from the receipt by EPA of Respondent's objection to reach agreement on changes necessary to the SEP or SEP Completion Report. If agreement cannot be reached on any such issue within this thirty (30) day period as may be extended by the written agreement of both EPA and Respondent, EPA shall provide a written statement of its decision on adequacy of the completion of the SEP to Respondent, which decision shall be final and binding upon Respondent. Respondent agrees to comply with any requirements imposed by EPA, provided that such requirements are consistent with this CAFO. In the event that the SEP is not completed as contemplated herein, as determined by EPA, stipulated penalties shall be due and payable by Respondent in accordance with paragraph 18 herein.

18. In the event that Respondent fails to comply with any of the terms or provisions of this CAFO relating to the performance of the SEPs described in paragraphs 8 through 14 above and in Appendix A and/or to the extent that the actual expenditures for the SEP do not

equal or exceed the cost of the SEPs, as set forth in paragraphs 9 and 10 above, Respondent shall be liable for stipulated penalties according to the provisions set forth below:

a. If EPA determines that Respondent completely or substantially failed to implement the Equipment Purchase SEP in accordance with this CAFO, Respondent shall pay a stipulated penalty to the United States in the amount of thirteen thousand two hundred and thirteen dollars (\$13,213), plus interest from the effective date of the CAFO;

b. If EPA determines that Respondent completely or substantially failed to implement the Training SEP in accordance with this CAFO, Respondent shall pay a stipulated penalty to the United States in the amount of seven thousand seven hundred and sixty-eight dollars (\$7,768), plus interest from the effective date of the CAFO;

c. If EPA determines that Respondent made good faith efforts to complete each SEP in accordance with this CAFO, but Respondent spent less than the amount of money which was required to be spent for each SEP, Respondent shall pay a stipulated penalty to the United States in the amount equal to the difference between the amount of money which was required to be spent on the project, in accordance with paragraphs 9 and 10, and the actual amount spent on the project, plus interest from the effective date of this CAFO;

d. After giving effect to any extensions of time granted by EPA, Respondent shall pay a stipulated penalty for each day each SEP Completion Report, required by paragraph 18 is late. Respondent agrees that the stipulated penalty for each late report shall be in the amount of \$375 per day for the first fifteen (15) days of such violation; \$750 per day for the sixteenth (16th) through thirtieth (30th) day of such violation, and \$1,125 per day for each day of such violation, thereafter.

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

20. Stipulated penalties as set forth in paragraph 18 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.

21. Respondent shall pay stipulated penalties not more than fifteen (15) days after receipt of written demand by EPA for such penalties. Method of payment shall be as follows: Respondent shall submit a certified or cashier's check payable to the order of the "Treasurer, United States of America," referencing the case name and docket numbers of this action on the face of the check, to:

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

Respondent shall provide copies of each check to:

Wanda Santiago
Regional Hearing Clerk (Mail Code ORA18-1)
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100
Boston, MA 02109-3912; and

Steven Schlang
Senior Enforcement Counsel (Mail Code OES 04-4)
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100
Boston, MA 02109-3912

Interest and late charges shall be paid as stated in paragraph 27 below.

22. 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, as further discussed in paragraph 27 below.

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

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

Civil Penalty

25. Pursuant to Section 113(e) of the CAA, 42 U.S.C. § 7413(e), and taking into account the relevant statutory penalty criteria, the facts alleged in the Complaint, the SEPs described above, and such other circumstances as justice may require, EPA has determined that it is fair and proper to assess a civil penalty of five thousand five hundred dollars (\$5,500) for the violations alleged in this matter.

26. **Payment Procedure**

a. Respondent shall pay the penalty by submitting a cashier's or certified check, made payable to the order of the “Treasurer, United States of America,” in the appropriate amount to:

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

- b. Respondent shall note the case name and docket numbers on each check and in an accompanying cover letter.
- c. Respondent shall provide copies of each check to:

Wanda Santiago
Regional Hearing Clerk (Mail Code ORA18-1)
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100
Boston, MA 02109-3912; and

Steven Schlang
Senior Enforcement Counsel (Mail Code OES 04-4)
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100
Boston, MA 02109-3912

27. **Collection of Unpaid Civil Penalty:** In the event that any portion of the civil penalty amount relating to the alleged violations is not paid when due without demand, pursuant to Section 113(d)(5) of the CAA, Respondent will be subject to an action to compel payment, plus interest, enforcement expenses, and a nonpayment penalty. Interest will be assessed on the civil penalty if it is not paid when due. In that event, interest will accrue from the due date 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 attorney’s fees and collection costs. In addition, 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. In any such collection action, the validity, amount, and appropriateness of the penalty shall not be subject to review.

28. The civil penalty provided under this CAFO, and any interest, nonpayment penalties, and charges described in this CAFO, shall represent penalties assessed by EPA within the meaning of 26 U.S.C. § 162(f) and are not tax deductible for purposes of federal, state or local law. Accordingly, Respondent agrees to treat all payments made pursuant to this CAFO as penalties within the meaning of 26 C.F.R. § 1.162-21, and further agrees not to use these payments in any way as, or in furtherance of, a tax deduction under federal, state or local law.

29. This CAFO constitutes a settlement by EPA of all claims for civil penalties pursuant to Section 113(d) of the CAA for the violations alleged in the Complaint. Payment of the penalty set forth in paragraph 25 and completion of the SEP as set forth below shall be deemed to resolve all civil and administrative claims for matters addressed in the Complaint. Compliance with this CAFO shall not be a defense to any other actions subsequently commenced pursuant to federal laws and regulations administered by EPA for matters not addressed in the Complaint or this CAFO, and it is the responsibility of Respondent to comply with all applicable provisions of federal, state, or local law.

30. This CAFO in no way relieves Respondent or its employees of any criminal liability, and EPA reserves all its other criminal and civil enforcement authorities, including the authority to seek injunctive relief and the authority to undertake any action against Respondent in response to conditions which may present an imminent and substantial endangerment to the public health, welfare, or the environment.

31. Nothing in this agreement shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of

Respondent's violation of this CAFO or of the statutes and regulations upon which the Complaint and this CAFO is based, or for Respondent's violation of any applicable provision of law.

32. This CAFO shall not relieve Respondent of its obligation to comply with all applicable provisions of federal, state, or local law; nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit.

33. The Parties shall bear their own costs and fees in this action, including attorney's fees, and specifically waive any right to recover such costs from the other parties pursuant to the Equal Access to Justice Act, 5 U.S.C § 504, or other applicable laws.

34. The terms, conditions, and requirements of this CAFO may not be modified without the written agreement of both Parties and approval of the Regional Judicial Officer, except that the Regional Judicial Officer need not approve written agreements (a) modifying the SEP schedules described in paragraphs 8(a) and 8(b);

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

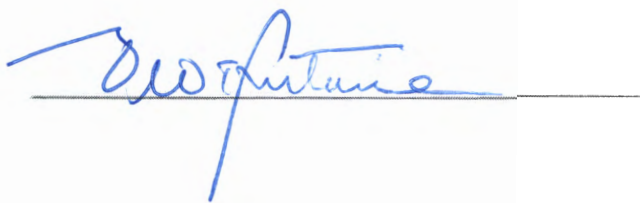
36. Each undersigned representative of the parties to this Consent Agreement certifies that he or she is fully authorized by the party represented to enter into the terms and conditions of this CAFO and to execute and legally bind that party to it.

FOR U.S. ENVIRONMENTAL PROTECTION AGENCY:

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

Date: 07/12/13

FOR RESPONDENT ,

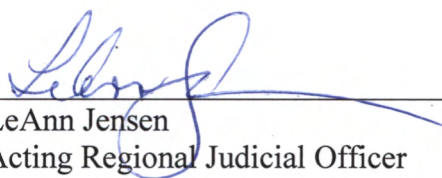


Date: 7/9/13

FINAL ORDER

The foregoing Consent Agreement is hereby approved and incorporated by reference into this Final Order. The Respondent are hereby ordered to comply with the terms of the above Consent Agreement, which will be effective on the date it is filed with the Regional Hearing Clerk.

Date: July 20, 2013



LeAnn Jensen
Acting Regional Judicial Officer
U.S. Environmental Protection Agency, Region I

APPENDIX A — SUPPLEMENTAL ENVIRONMENTAL PROJECT

City of Woonsocket, CAA-01-2012-0114

The City of Woonsocket Water Division ("Woonsocket") operates a water treatment facility on Manville Road, Woonsocket, Rhode Island (the "Facility"). Woonsocket received an Administrative Complaint arising under the federal Clean Air Act ("CAA") alleging, among other things, that it violated certain reporting requirements and chemical accident prevention requirements required by the CAA. Woonsocket shall perform this supplemental environmental project ("SEP") as a component of its settlement with EPA.

BACKGROUND

Woonsocket is a city in Providence County, Rhode Island. The population was 41,186 at the 2010 census, making it the sixth largest city in the state. Woonsocket lies directly south of the Massachusetts border and is within the Blackstone River region. The city is surrounded by a large suburban community made up of the Towns of Lincoln, Cumberland and North Smithfield. The City's Water Division is responsible for the safe drinking water needs of the City and surrounding areas served in neighboring Towns.

Woonsocket's water supply utilizes surface water from the Crookfall Brook and Harris Pond watersheds. The Crookfall Brook watershed is located within the towns of Smithfield, North Smithfield and Lincoln. The Crookfall Brook watershed extends over approximately 7.93 square miles. It is a protected, high quality and primary source of supply for the Charles G. Hammann Water Treatment Plant located on Manville Road in Woonsocket, abutting the Blackstone River.

For purposes of this SEP, representatives of the City's HazMat group and Fire Department have expressed interest in partnering with the City and US EPA, through this SEP, to improve the City's emergency response abilities. As described in the attached correspondence from the HazMat Division of the City's Department of Public Safety, City Fire Department the scope of work offered for this SEP will include the purchase of a Hazardous Materials Team Shelter and the planning and successful session of an emergency response Chlorine training for the exercise for the HazMat team.

The first item proposed for this SEP is a purchase of a HazMat inflatable tent called a "FAST SHELTER." This Inflatable tent allows quick access to shelter needs of HazMat members in all types of weather. This is especially needed since the HazMat Team is often required to enter "Hot Zones" in Level "A" encapsulated suits with temperatures inside the suits of over 90 degrees. A perfect example of Level "A" deployment would be a chlorine incident. With the purchase of a Fast Shelter, members will shelter in an enclosed shelter, heated or cooled depending on the time of year.

The second item proposed for this SEP is a specific chlorine leak training exercise for the HazMat Team. The training seminar will focus on assessing and mitigating a chlorine leak or spill in the City of Woonsocket. This will not be a "Full Scale" exercise but rather a classroom

seminar on chlorine followed by a hands-on-training component using specific props already purchased by our team.

As shown in the attached product details, the price for the FAST SHELTER is \$10,570.00 and the TRAINING SEMINAR will be \$ 6,215.60. The total cost for these items is \$16,785.60. As for timing, as soon as this SEP proposal is approved by EPA the FAST SHELTER will be put to an RFP process with vendors, to be purchased immediately, and the chlorine training exercise is expected to be scheduled for September 2013. The chlorine training costs are for personnel payroll, instructor cost and administrative costs. The projected calculations of cost will be within the \$6,215.00 figure.

SCOPE OF WORK

The SEP will provide certain emergency response personnel with appropriate equipment, education, and training for emergency response to a chemical spills. The proposal is in two phases: emergency response equipment acquisition and a targeted chlorine spill response training seminar. All time frames referred to within the Scope of Work relate to the effective date of the Consent Agreement and Final Order.

Phase I: Equipment

(To be completed within six (6) months of the effective date of the CAFO)

Woonsocket shall purchase and provide to the WFD the following specialized emergency response equipment (see more details attached):

Model AT1323 AirTite FAST Shelter, 13ft wide, 23ft long, 8ft tall (inside dimensions), 230 lbs AirTite FAST Shelter with RED trim, two drape doors, four windows in shelter cover, six tie down straps, two park-on patches, two utility duct ports in cover to allow for filtration/heat/AC access, removable floor, heavy duty canvas pack-up bag, electric inflation/deflation fan, air bottle hose, instruction manual, repair kit and one year warranty.

Equipment Cost: \$10,570.00

Phase II: Training Seminar

(Woonsocket will complete a training seminar within twelve months of the effective date of the CAFO; training to be completed and certification that the training has been performed shall be submitted to EPA no more than twenty months after effective date of CAFO).

The Woonsocket Fire Hazardous Material Regional Team shall develop and conduct a training seminar that will focus on assessing and reacting to mitigate a chlorine leak or spill in the City of Woonsocket. This will not be a ‘Full Scale’ exercise but rather a classroom seminar on chlorine followed by a hands-on-training component using specific props already purchased by our team.

The program cost, rates and personnel hours are described in more detail in the in the attached spreadsheet. The total cost for the special training seminar is expected to be: \$6,215.60

TOTAL SEP COST

Equipment	\$10,570.00
Training	\$ 6,215.60
Total	<u>\$ 16,785.60</u>