

II. PRELIMINARY STATEMENT

2.1. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b), issuance of this Consent Agreement commences this proceeding, which will conclude when the Final Order becomes effective.

2.2. The Director of the Office of Compliance and Enforcement, EPA Region 10 (“Complainant”) has been delegated the authority pursuant to Section 325 of EPCRA, 42 U.S.C. § 11045, and Section 109 of CERCLA, 42 U.S.C. § 9609, to sign consent agreements between EPA and the party against whom an administrative penalty for violations of EPCRA and CERCLA are proposed to be assessed.

2.3. Part III of this Consent Agreement contains a concise statement of the factual and legal basis for the alleged violations of EPCRA and CERCLA together with the specific provisions of EPCRA and CERCLA and the implementing regulations that Respondent is alleged to have violated.

III. ALLEGATIONS

Violations for Failure to Report Releases of Hazardous Substances

3.1 Section 103(a) of CERCLA, 42 U.S.C. § 9603(a), requires any person in charge of a facility where a release of a hazardous substance above the reportable quantity occurs to immediately notify the National Response Center (“NRC”).

3.2 Under Section 101(9)(A) of CERCLA, 42 U.S.C. § 9601(9)(A), “facility” means any building, structure, installation, equipment, pipe or pipeline (including any pipe into a sewer

or publicly owned treatment works), well, pit, pond, lagoon, impoundment, ditch, landfill, storage container, motor vehicle, rolling stock, or aircraft.

3.3 Under Section 101(21) of CERCLA, 42 U.S.C. § 9601(21), “person” means, *inter alia*, a corporation.

3.4 Under 40 C.F.R. Table 302.4, promulgated pursuant to Section 102(a) of CERCLA, 42 U.S.C. § 9602(a), hydrogen cyanide is listed as a hazardous substance with a reportable quantity of 10 pounds.

3.5 Under 40 C.F.R. Table 302.4, promulgated pursuant to Section 102(a) of CERCLA, 42 U.S.C. § 9602(a), ammonia is listed as a hazardous substance with a reportable quantity of 100 pounds.

3.6 Section 304(a) of EPCRA, 42 U.S.C. § 11004(a), requires the owner or operator of a facility where a release of an extremely hazardous substance occurs that requires notice under Section 103(a) of CERCLA, 42 U.S.C. § 9603(a), to provide notice pursuant to Section 304(b) of EPCRA, 42 U.S.C. § 11004(b), immediately after the release to the local emergency planning committee (“LEPC”) and the state emergency response commission (“SERC”).

3.7 Section 304(c) of EPCRA, 42 U.S.C. § 11004(c), requires the owner or operator of a facility where a release of an extremely hazardous substance occurred which required notice under Section 304(a) of EPCRA, 42 U.S.C. § 11004(a), to provide a written follow-up emergency notice to the LEPC and the SERC as soon as practicable.

3.8 Under Section 329(4) of EPCRA, 42 U.S.C. § 11049(4), “facility” means all buildings, equipment, structures, and other stationary items that are located on a single site or on

contiguous or adjacent sites and which are owned or operated by the same person (or by any person which controls, is controlled, or under common control with, such person).

3.9 Under Section 329(7) of EPCRA, 42 U.S.C. § 11049(7), “person” means, *inter alia*, a corporation.

3.10 Respondent is a limited liability company, organized in the State of Delaware.

3.11 Respondent owns and operates a facility located at 8781 Randolph Road NE, Moses Lake, Washington (“Facility”).

3.12 Respondent manufactures carbon fibers for use in electric vehicles.

3.13 From May 30 to May 31, 2012, approximately 594 pounds of hydrogen cyanide and 190 pounds of ammonia were released from the Facility.

3.14 From July 13 to July 16, 2012, approximately 1,792 pounds of hydrogen cyanide and 573 pounds of ammonia were released from the Facility.

3.15 On July 17, 2012, approximately 74 pounds of hydrogen cyanide was released from the Facility.

3.16 On July 19, 2012, approximately 163 pounds of hydrogen cyanide was released from the Facility.

3.17 From July 29 to July 30, 2012, approximately 315 pounds of hydrogen cyanide and 101 pounds of ammonia were released from the Facility.

3.18 On January 6, 2013, approximately 119 pounds of hydrogen cyanide was released from the Facility.

3.19 From October 11 to October 13, 2013, approximately 1,350 pounds of hydrogen cyanide and 432 pounds of ammonia were released from the Facility.

3.20 On October 14, 2013, approximately 53 pounds of hydrogen cyanide was released from the Facility.

3.21 On January 10, 2014, approximately 13 pounds of hydrogen cyanide was released from the Facility.

3.22 From June 16 to June 19, 2014, approximately 44 pounds of hydrogen cyanide was released from the Facility.

3.23 Respondent notified the NRC and the SERC on November 5, 2013 of the release described in Paragraph 3.19, and subsequently submitted a written follow-up report for the releases described in Paragraphs 3.13 through 3.20 to the LEPC and the SERC on November 21, 2013.

3.24 Respondent failed to immediately notify the NRC of the releases described in Paragraphs 3.13 through 3.22, in violation of Section 103(a) of CERCLA, 42 U.S.C. § 9603(a).

3.25 Respondent failed to immediately notify the LEPC of the releases described in Paragraphs 3.13 through 3.22, in violation of Section 304(a) of EPCRA, 42 U.S.C. § 11004(a).

3.26 Respondent failed to immediately notify the SERC of the releases described in Paragraphs 3.13 through 3.22, in violation of Section 304(a) of EPCRA, 42 U.S.C. § 11004(a).

3.27 Respondent failed to timely submit written follow-up reports to the LEPC for the releases described in Paragraphs 3.13 through 3.20, in violation of Section 304(c) of EPCRA, 42 U.S.C. § 11004(c).

3.28 Respondent failed to timely submit written follow-up reports to the SERC for the releases described in Paragraphs 3.13 through 3.20, in violation of Section 304(c) of EPCRA, 42 U.S.C. § 11004(c).

Violations for Failure to Submit Annual Emergency and Hazardous Chemical Inventory Form

3.29 Section 312(a) of EPCRA, 42 U.S.C. § 11022(a), and its implementing regulations at 40 C.F.R. Part 370, require the owner or operator of a facility, which is required by the Occupational Safety and Health Administration (“OSHA”) to prepare or have available a material safety data sheet or safety data sheet (“MSDS”) for a hazardous chemical, to prepare and submit an Emergency and Hazardous Chemical Inventory Form (Tier I or Tier II, as described in 40 C.F.R. Part 370) to the LEPC, the SERC, and the fire department with jurisdiction over the facility by March 1, 1988, and annually thereafter on March 1. OSHA regulations have been revised to require a safety data sheet, rather than an MSDS; however EPA regulations have not yet been revised and therefore references to an MSDS encompass safety data sheets for purposes of this settlement. The Emergency and Hazardous Chemical Inventory Form must contain the information required by Section 312(d) of EPCRA, 42 U.S.C. § 11022(d), covering all hazardous chemicals required by OSHA to have an MSDS that are present at the facility at any one time during the preceding year in amounts equal to or exceeding threshold quantities.

3.30 The OSHA Hazard Communication Standard (“OSHA Standard”), 29 C.F.R. § 1910.1200(b), requires employers to provide information to their employees about extremely hazardous chemicals and hazardous chemicals to which they are exposed by means of, *inter alia*, an MSDS. The OSHA Standard applies to any chemical which is known to be present in the workplace in such a manner that employees may be exposed under normal conditions of use or in a foreseeable emergency.

3.31 Nitrogen is defined as a hazardous chemical under the OSHA Standard.

3.32 The OSHA Standard requires an MSDS to be prepared, or available, for nitrogen.

3.33 The threshold quantity for nitrogen is 10,000 pounds.

3.34 Ammonium bicarbonate is defined as a hazardous chemical under the OSHA Standard.

3.35 The OSHA standard requires an MSDS to be prepared, or available, for ammonium bicarbonate.

3.36 The threshold quantity for ammonium bicarbonate is 10,000 pounds.

3.37 During 2011, over 10,000 pounds of nitrogen was stored at the Facility.

3.38 During 2012, over 10,000 pounds of nitrogen and approximately 10,500 pounds of ammonium bicarbonate was stored at the Facility.

3.39 During 2013, over 10,000 pounds of nitrogen and approximately 42,000 pounds of ammonium bicarbonate was stored at the Facility.

3.40 Respondent did not submit an Emergency and Hazardous Chemical Inventory Form for nitrogen for calendar years 2011, 2012, and 2013 to the LEPC, the SERC, and the fire department with jurisdiction over the facility.

3.41 Respondent submitted an Emergency and Hazardous Chemical Inventory Form for ammonium bicarbonate for calendar year 2012 to the LEPC, the SERC, and the fire department with jurisdiction over the facility on or around February 27, 2014, and they were received on March 4, 2014.

3.42 Respondent failed to timely submit an Emergency and Hazardous Chemical Inventory Form for nitrogen for calendar years 2011, 2012, and 2013 to the LEPC, the SERC,

and the fire department with jurisdiction over the facility, in violation of Section 312(a) of EPCRA, 42 U.S.C. § 11022(a).

3.43 Respondent failed to timely submit an Emergency and Hazardous Chemical Inventory Form for ammonium bicarbonate for calendar year 2012 to the LEPC, the SERC, and the fire department with jurisdiction over the facility, in violation of Section 312(a) of EPCRA, 42 U.S.C. § 11022(a).

3.44 Under Section 325 of EPCRA, 42 U.S.C. § 11045, Section 109 of CERCLA, 42 U.S.C. § 9609, and 40 C.F.R. Part 19, EPA may assess a civil penalty of not more than \$37,500 per violation per day.

IV. TERMS OF SETTLEMENT

4.1. Respondent admits the jurisdictional allegations of this Consent Agreement.

4.2. Respondent neither admits nor denies the specific factual allegations contained in this Consent Agreement.

4.3. As required by Section 325(b)(1)(C) of EPCRA, 42 U.S.C. § 11045(b)(1)(C), and Section 109(a)(3) of CERCLA, 42 U.S.C. § 9609(a)(3), EPA has taken into account the nature, circumstances, extent and gravity of the violation, and with respect to Respondent, ability to pay, any prior history of such violations, the degree of culpability, economic benefit or savings (if any) resulting from the violation, and such other matters as justice may require. After considering these factors, EPA has determined and Respondent agrees that an appropriate penalty to settle this action is \$125,000 (the "Assessed Penalty"), \$38,750 of which reflects violations of CERCLA, and \$86,250 of which reflects violations of EPCRA.

4.4. Respondent agrees to pay the Assessed Penalty within 45 days of the effective date of the Final Order.

4.5. Payment under this Consent Agreement and the Final Order may be paid by check (mail or overnight delivery), wire transfer, ACH, or online payment. Payment instructions are available at: <https://www.epa.gov/financial/makepayment>. Payments made by a cashier's check or certified check must be payable to the order of "Treasurer, United States of America" and delivered to the following address:

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

Respondent must note on the check the title and docket number of this action. Respondent must also include a note with the payment indicating that \$38,750 is for the CERCLA penalty and \$86,250 is for the EPCRA penalty.

4.6. Concurrently with payment, Respondent must serve photocopies of the check, or proof of other payment method, described in Paragraph 4.5 on the Regional Hearing Clerk and EPA Region 10 at the following addresses:

Regional Hearing Clerk
U.S. Environmental Protection Agency
Region 10, Mail Stop ORC-113
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
luna.teresa@epa.gov

David Magdangal
U.S. Environmental Protection Agency
Region 10, Mail Stop OCE-101
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
magdangal.david@epa.gov

4.7. If Respondent fails to pay any portion of the Assessed Penalty in full by its due date, the entire unpaid balance of the Assessed Penalty and accrued interest shall become immediately due and owing. If such a failure to pay occurs, Respondent may be subject to a civil

action under Section 325(f)(1) of EPCRA, 42 U.S.C. § 11045(f)(1), and/or Section 109 of CERCLA, 42 U.S.C. § 9609, to collect any unpaid penalties, together with interest, handling charges, and nonpayment penalties, as set forth below.

4.8. If Respondent fails to pay any portion of the Assessed Penalty in full by its due date, Respondent shall also be responsible for payment of the following amounts:

4.8.1. Interest. Pursuant to 31 U.S.C. § 3717(a)(1), any unpaid portion of the Assessed Penalty shall bear interest at the rate established by the Secretary of the Treasury from the effective date of the Final Order contained herein, provided, however, that no interest shall be payable on any portion of the Assessed Penalty that is paid within 30 days of the effective date of the Final Order contained herein.

4.8.2. Handling Charge. Pursuant to 31 U.S.C. § 3717(e)(1), a monthly handling charge of \$15 shall be paid if any portion of the Assessed Penalty is more than 30 days past due.

4.8.3. Nonpayment Penalty. Pursuant to 31 U.S.C. § 3717(e)(2), a nonpayment penalty of 6% per annum shall be paid on any portion of the Assessed Penalty that is more than 90 days past due, which nonpayment shall be calculated as of the date the underlying penalty first becomes past due.

4.9. Respondent agrees to implement a Supplemental Environmental Project (“SEP”) consisting of design, installation, and operation of a power outage recovery system at the Facility and of purchasing hazmat equipment for the Moses Lake Fire Department, as described in Attachment A. Respondent agrees to implement and complete the SEP within 420 days of the

effective date of the Final Order, in accordance with all provisions described in this Consent Agreement and Attachment A.

4.10. Respondent further agrees to operate the power outage recovery system at the Facility for a minimum of 3 years following completion of the installation of the system.

4.11. Respondent's deadline to perform the SEP shall be excused or extended if such performance is prevented or delayed solely by events which constitute a *Force Majeure* event. A *Force Majeure* event is defined as any event arising from causes beyond the reasonable control of Respondent, including its employees, agents, consultants, and contractors, which could not be overcome by due diligence and which delays or prevents performance of a SEP within the specified time period. A *Force Majeure* event does not include, inter alia, increased cost of performance, changed economic circumstances, changed labor relations, normal precipitation or climate events, changed circumstances arising out of the sale, lease, or other transfer or conveyance of title or ownership or possession of a site, or failure to obtain federal, state, or local permits.

4.12. Respondent certifies to the truth, accuracy, and completeness of all cost information provided to EPA in connection with EPA's approval of the SEP, and that Respondent in good faith estimates that the cost to implement the SEP is \$374,997.

4.13. Respondent also certifies that, as of the date of this Consent Agreement, 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 another agreement, under a grant, or as injunctive relief in any other case. Respondent further certifies: that it has not received, and is not presently negotiating to receive, credit in any other enforcement action

for the SEP; that the SEP is not a project that Respondent was planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this Consent Agreement; and that Respondent will not receive any reimbursement for any portion of the SEP from any other person or entity. For federal income tax purposes, Respondent agrees that it will neither capitalize in inventory or basis nor deduct any costs or expenditures incurred in performing the SEP.

4.14. Respondent hereby certifies that (1) it is not a party to any open federal financial assistance transaction that is funding or could fund the same activity as the SEP described in Paragraph 4.9; and (2) it has inquired of the Moses Lake Fire Department whether it is a party to an open federal financial assistance transaction that is funding or could fund the same activity as the SEP and has been informed by the Moses Lake Fire Department that it is not a party to such a transaction.

4.15. Respondent shall submit a SEP Completion Report to EPA within 450 days after the effective date of this Consent Agreement. The SEP Completion Report shall contain the following information, divided clearly into two sections (Power Outage Recovery SEP and Hazmat Equipment SEP) reflecting the SEP as described in Attachment A:

- (1) A description of the SEP as implemented;
- (2) Dates when each SEP Milestone was completed;
- (3) Certification that the SEP has been fully implemented pursuant to the provisions of this Consent Agreement;
- (4) Documentation providing evidence of the project's completion (including but not limited to photos, vendor invoices or receipts, correspondence);
- (5) Documentation of all SEP expenditures;
- (6) A description of any problems encountered and the solutions thereto; and
- (7) A description of the environmental and public health benefits resulting from implementation of the SEP, including as applicable, records of dates and duration of any power outages that activated the Power Outage SEP.

4.16. Unless otherwise instructed in writing by EPA, Respondent shall submit all notices and reports related to the SEP as required by this Consent Agreement by first class mail, overnight mail, or hand delivery to:

David Magdangal
U.S. Environmental Protection Agency
Region 10, Mail Stop OCE-101
1200 Sixth Avenue, Suite 900
Seattle, Washington 98101

4.17. Respondent agrees that EPA may inspect Respondent's records related to the SEP at any reasonable time in order to confirm that the SEP is being undertaken in conformity with the representations made herein.

4.18. Respondent shall maintain legible copies of documentation of the underlying data for documents or reports submitted to EPA pursuant to this Consent Agreement until the SEP Completion Report is accepted pursuant to Paragraph 4.19, and Respondent shall provide the documentation of any such underlying data to EPA within 15 days of a written request for such information. In all documents or reports including, without limitation, the SEP Completion Report submitted to EPA pursuant to this Consent Agreement, Respondent shall, by a corporate officer, sign and certify under penalty of law that the information contained in such a 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."

4.19. Following receipt of the SEP Completion Report described in Paragraph 4.15, EPA will do one of the following: (i) accept the Report; (ii) reject the Report, notify Respondent,

in writing, of deficiencies in the Report, and provide Respondent an additional 30 days in which to correct any deficiencies; or (iii) reject the Report and seek stipulated penalties in accordance with Paragraph 4.21.

4.20. If Respondent fails to complete the SEP as contemplated by this Consent Agreement and Attachment A, and this failure was not caused solely by events which constitute a *Force Majeure* as defined by Paragraph 4.11, then stipulated penalties shall be due and payable by Respondent to EPA upon demand in accordance with Paragraph 4.21. EPA may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due under this Consent Agreement. The determination of whether the SEP has been completed in accordance with this Consent Agreement and Attachment A and whether Respondent has made a good faith, timely effort to implement the SEP is reserved to the sole discretion of EPA.

4.21. If Respondent fails to complete the SEP in accordance with this Consent Agreement and Attachment A, Respondent shall pay stipulated penalties, upon written demand from EPA, in the following amount for each day that each SEP milestone identified in Attachment A remains incomplete:

Period of Noncompliance	Penalty Per Violation Per Day
1st through 7th day	\$100
8th through 21st day	\$250
22nd through 30th day	\$500
Greater than 30 days	\$1,000

4.22. Respondent shall pay stipulated penalties within 30 days of receipt of a written demand by EPA for such penalties. Payment shall be in accordance with the provisions of Paragraphs 4.5 and 4.6. Interest and late charges shall be paid as stated in Paragraph 4.8.

4.23. Any public statement, oral or written, in print, film, or other media, made by Respondent making reference to the SEP from the date of the execution of this Consent Agreement shall include the following language:

“This project was undertaken in connection with the settlement of an administrative enforcement action taken by the U.S. Environmental Protection Agency under the Comprehensive Environmental Response, Compensation, and Liability Act, and the Emergency Preparedness and Community Right-to-Know Act.”

4.24. This Consent Agreement 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, nor shall it be construed to constitute EPA approval of the equipment or technology installed by Respondent in connection with the SEP undertaken pursuant to this Consent Agreement.

4.25. The Assessed Penalty, including any additional costs incurred under Paragraph 4.8, represents an administrative civil penalty assessed by EPA and shall not be deductible for purposes of federal taxes.

4.26. The undersigned representative of Respondent certifies that he or she is authorized to enter into the terms and conditions of this Consent Agreement and to bind Respondent to this document.

4.27. Except as described in Paragraph 4.8, each party shall bear its own costs and attorneys fees in bringing or defending this action.

4.28. Respondent expressly waives any right to contest the allegations contained in this Consent Agreement and to appeal the Final Order.

4.29. The provisions of this Consent Agreement and the Final Order shall bind Respondent and its successors and assigns.

4.30. The above provisions in Part IV are STIPULATED AND AGREED upon by Respondent and EPA Region 10.

DATED:

04-07-16

FOR RESPONDENT:



Name: Wuellner

Position: Managing Director
SGL Automotive Carbon Fibers, LLC

04/17/16



Name: Prantle

Position: Managing Director
SGL Automotive Carbon Fibers, LLC

DATED:

4/25/2016

FOR COMPLAINANT:



EDWARD J. KOWALSKI, Director
Office of Compliance and Enforcement
EPA Region 10

BEFORE THE
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

In the Matter of:)	DOCKET NO. EPCRA-10-2016-0067
)	
SGL Automotive Carbon Fibers, LLC,)	FINAL ORDER
)	
Moses Lake, Washington,)	
)	
Respondent.)	

1.1. The Administrator has delegated the authority to issue this Final Order to the Regional Administrator of EPA Region 10, who has redelegated this authority to the Regional Judicial Officer in EPA Region 10.

1.2. The terms of the foregoing Consent Agreement are ratified and incorporated by reference into this Final Order. Respondent is ordered to comply with the terms of settlement.

1.3. The Consent Agreement and this Final Order constitute a settlement by EPA of all claims for civil penalties under EPCRA and CERCLA for the violations alleged in Part III of the Consent Agreement. In accordance with 40 C.F.R. § 22.31(a), nothing in this Final Order shall affect the right of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law. This Final Order does not waive, extinguish, or otherwise affect Respondent's obligations to comply with all applicable provisions of EPCRA and CERCLA and regulations promulgated or permits issued thereunder.

1.4. This Final Order shall become effective upon filing with the Regional Hearing Clerk.

SO ORDERED this 29th day of April, 2016.


M. SOCORRO RODRIGUEZ
Regional Judicial Officer
EPA Region 10

Certificate of Service

The undersigned certifies that the original of the attached **CONSENT AGREEMENT AND FINAL ORDER, In the Matter of: SGI Automotive Carbon Fibers, LLC, Docket No.: EPCRA-10-2016-0067**, was filed with the Regional Hearing Clerk and served on the addressees in the following manner on the date specified below:

The undersigned certifies that a true and correct copy of the document was delivered to:

Kris Leefers, Esquire
U.S. Environmental Protection Agency
1200 Sixth Avenue, ORC-158, Suite 900
Seattle, WA 98101

Further, the undersigned certifies that a true and correct copy of the aforementioned document was placed in the United States mail certified/return receipt to:

Johannes Prantl
Managing Director
SGL Automotive Carbon Fibers, LLC
8781 Randolph Road NE
Moses Lake, WA 98837

DATED this 29 day of April, 2016



Signature

Teresa Luna
Regional Hearing Clerk
EPA Region 10

ATTACHMENT A

IN THE MATTER OF: SGL Automotive Carbon Fibers, LLC
EPA DOCKET NO. EPCRA-10-2016-0067
SUPPLEMENTAL ENVIRONMENTAL PROJECT (“SEP”)

Respondent will design and install a regenerative thermal oxidizer power outage recovery system (“Power Outage Recovery SEP”) at the SGL Automotive Carbon Fibers, LLC facility, located at 8781 Randolph Road NE, Moses Lake, Washington (“Facility”), and Respondent will purchase hazmat response equipment for the Moses Lake Fire Department (“Hazmat Equipment SEP”).

1. Power Outage Recovery SEP

a. Description

The Facility contains 10 regenerative thermal oxidizers (“RTOs”), which are used to control emissions from carbon fiber production lines numbered 1 - 5. Uncontrolled power fluctuations arising from external events (i.e., trees falling on power lines, lightning storms, etc.) can cause the RTOs to shut down because the RTOs are very sensitive to power fluctuations. When the RTOs shut down, uncontrolled emissions from the carbon fiber productions lines are released into the environment. The Power Outage Recovery SEP contains two main components. First, an uninterruptible backup power supply, run on either a battery or capacitor, will be installed for each RTO. This will provide temporary emergency power when the main power supply fails and therefore prevent uncontrolled emissions from the Facility. Second, an automatic restart system will be installed for each RTO to ensure the safe and automatic restart of an RTO in situations where the RTO shuts down because the uninterruptible backup power supply cannot supply power for the duration of a main power supply failure. The automatic restart system will provide for a faster resumption of RTO operation, thus minimizing uncontrolled emissions.

b. Estimated Cost

The Power Outage Recovery SEP requires system design, testing, installation, and operation. The total estimated cost, including specialized labor, materials, and taxes is estimated at \$303,650.

c. Milestones and Reporting

<u>Milestone</u>	<u>Deadline</u>
1. Complete initial design and field testing of the system on one RTO	Within 120 days of the Effective Date of the Consent Agreement
2. Finalize Engineering Design	Within 180 days of the Effective Date of the Consent Agreement

3. Complete installation of the system on the other 9 RTOs

Within 420 days of the Effective Date of the Consent Agreement

Upon completion of each of these three milestones, Respondent will inform EPA in writing, in accordance with Paragraph 4.16 of the Consent Agreement, of such milestone completion. This requirement is in addition to the SEP Completion Report as described in Paragraph 4.15 of the Consent Agreement.

2. Hazmat Equipment SEP

a. Description

Respondent coordinated with the Moses Lake Fire Department regarding the Hazmat Equipment SEP. This SEP is designed to assist in developing the capability of the Moses Lake Fire Department from the first responder awareness level towards the first responder operations level, in accordance with federal OSHA regulations. The OSHA first responder awareness level, 29 C.F.R. § 1910.120(q)(6)(i), provides qualification to notify authorities while taking no further action during a release of a hazardous substance. At the OSHA first responder operations level, 29 C.F.R. § 1910.120(q)(6)(ii), the Moses Lake Fire Department will be qualified, equipped, and able to perform basic functions to protect nearby persons, property, or the environment from a hazardous substance release. The equipment listed below is specifically designed for protecting responders from hazardous substances, for hazardous substance release monitoring, and for medical treatment for those who have come into contact with certain hazardous substances.

Respondent will purchase the following hazmat response equipment, or functionally equivalent equipment, and give it to the Moses Lake Fire Department:

- 6 Trelchem Nomex chloroprene level A encapsulated suits (3 large, 3 extra-large);
- 6 Level A suit storage bags;
- 6 Level A encapsulated training suits (3 large, 3 extra-large);
- 1 Level A suit test kit;
- 1 Draeger multi-gas kit;
- 3 MSA multi-gas detectors;
- 2 MSA G-1 4500 psi self-contained breathing apparatus;
- 2 Nithiodote medical cyanide kits;
- 1 Rainwise HM-1 805-1014 HAZMAT weather station;
- 4 laptop computers for primary response vehicles;
- 4 Kestrel 4500 pocket weather trackers; and
- 1 Yuneec Q500 4k drone with batteries and storage case.

b. Estimated Cost

The estimated total cost, including tax and shipping, for the Hazmat Equipment SEP is \$71,347. The price per item, not including tax, is estimated as follows:

- 1 Trelchem Nomex chloroprene level A encapsulated suit \$4,659

1 Level A suit storage bag	\$50
1 Level A encapsulated training suit	\$242
1 Level A suit test kit	\$2,371
1 Draeger multi-gas kit	\$3,115
1 MSA multi-gas detector	\$1,581
1 MSA G-1 4500 psi self-contained breathing apparatus	\$5,100
1 medical cyanide kit	\$1,600
1 Rainwise HM-1 805-104 HAZMAT weather station	\$5,167
1 laptop	\$1,200
1 Kestrel 4500 pocket weather tracker	\$300
1 Yuneec Q500 4k drone with batteries and storage case	\$1,500

c. Milestones and Reporting

<u>Milestone</u>	<u>Deadline</u>
1. Complete Hazmat Equipment SEP	Within 30 days of the Effective Date of the Consent Agreement

Upon completion of the milestone, Respondent will inform EPA in writing, in accordance with Paragraph 4.16 of the Consent Agreement, of such milestone completion. This requirement is in addition to the SEP Completion Report as described in Paragraph 4.15 of the Consent Agreement.

