

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 2

U.S. ENVIRONMENTAL  
PROTECTION AGENCY-REG. 2  
2009 APR 30 PM 1:33  
REGIONAL HEARING  
CLERK

-----X  
: **CONSENT AGREEMENT**  
: **AND**  
: **FINAL ORDER**  
: **DOCKET NUMBER**  
: **EPCRA-02-2009-4104**  
: **Respondent.**  
: **In the Matter of**  
: **Gerdau Ameristeel Sayreville, Inc.**  
: **Proceeding under Section 325(c) of Title III**  
: **of the Superfund Amendments and Reauthorization Act**  
: -----X

**PRELIMINARY STATEMENT**

This administrative proceeding for the assessment of a civil penalty was instituted pursuant to Section 325(c) of Title III of the Superfund Amendments and Reauthorization Act, 42 U.S.C. §11001 *et seq.* [also known as the Emergency Planning and Community Right-to-Know Act of 1986 (hereinafter, "EPCRA")]. The "Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Etc." (40 C.F.R. Part 22 (July 1, 2000)), provide in 40 C.F.R. §22.13(b) that when the parties agree to settle one or more causes of action before the filing of an Administrative Complaint, a proceeding may be simultaneously commenced and concluded by the issuance of a Consent Agreement and Final Order pursuant to 40 C.F.R. §§22.18(b)(2) and (3).

The Director of the Division of Enforcement and Compliance Assistance of the United States Environmental Protection Agency, Region 2 ("EPA or Complainant"), alleges that Gerdau Ameristeel Sayreville, Inc. located at North Crossman Road, Sayreville, New Jersey 08871-0249 violated the requirements of Section 313 of EPCRA (42 U.S.C. §11023) and the regulations promulgated pursuant to that Section, codified at 40 C.F.R. Part 372.

Under Section 313 of EPCRA and 40 C.F.R. §372.22, owners or operators of a facility subject to the requirements of Section 313(b) are required to submit annually, no later than July 1 of each year, a Toxic Chemical Release Inventory Reporting Form R, EPA Form 9350-1 (hereinafter, "Form R"), for each toxic chemical listed under 40 C.F.R. §372.65 and/or 40 C.F.R. §372.28 that was manufactured, imported, processed, or otherwise used during the preceding calendar year in quantities exceeding the established toxic chemical thresholds. The completed and correct Form R is required to be submitted to the Regional Administrator of the EPA and to the State in which the subject facility is located.

As an alternative to the requirements set forth above, pursuant to Section 313(f)(2) of EPCRA (42 U.S.C. §11023(f)(2)), and 40 C.F.R. §372.27, owners or operators of a facility subject to the requirements of Section 313(b), with respect to the manufacture, process or otherwise use of a toxic chemical may apply an alternate threshold of one million (1,000,000) pounds per year to that chemical if the conditions set forth in 40 C.F.R. §372.27(a) are met. If the aforementioned alternate threshold for a specific toxic chemical is applicable, such owners or operators, in lieu of filing a Form R therefore, may submit an "Alternate Threshold Certification Statement" (Form A) (see 71 Fed. Reg. 76944; December 22, 2006) pursuant to 40 C.F.R. §372.27(b). Pursuant to 40 C.F.R. §372.27(e)(3), EPA has excluded the Persistent Bioaccumulative Toxic Chemical (PBT) dioxin and dioxin-like compounds from eligibility for the Alternate Thresholds described in 40 C.F.R. §372.27(a).

EPA and Gerdau Ameristeel Sayreville, Inc. agree that settling this matter by entering into this Consent Agreement and Final Order ("CAFO") pursuant to 40 C.F.R. §22.13(b) and 40 C.F.R. §22.18(b)(2) and (3), is an appropriate means of resolving this case without further litigation. This CAFO is being issued pursuant to said provisions of 40 C.F.R. Part 22. No formal or adjudicated Findings of Fact or Conclusions of Law have been made. The following constitutes EPA's Findings of Fact and Conclusions of Law based upon information EPA had obtained through February 2, 2009.

**FINDINGS OF FACT**  
**AND CONCLUSIONS OF LAW**

1. Respondent is Gerdau Ameristeel Sayreville, Inc. (TRI Facility No.: 08872NWJRSNORTH).
2. At all times relevant hereto, Respondent has maintained a facility located at North Crossman Road, Sayreville, New Jersey 08871-0249 which is the subject of this Consent Agreement and Final Order (hereinafter, "Respondent's facility").
3. Respondent is a "person" within the meaning of Section 329(7) of EPCRA (42 U.S.C. §11049).
4. Respondent is an owner of a "facility" as that term is defined by Section 329(4) of EPCRA (42 U.S.C. §11049(4)) and by 40 C.F.R. §372.3.
5. Respondent is an operator of a "facility" as that term is defined by Section 329(4) of EPCRA (42 U.S.C. §11049(4)) and by 40 C.F.R. §372.3.
6. Respondent's facility has 10 or more "full time employees" as that term is defined by 40 C.F.R. §372.3.
7. Respondent's facility is in Standard Industrial Classification Code 3312.
8. Respondent's facility is in the American Industry Classification System (NAICS) Code 331111.
9. Respondent's facility is subject to the requirements of Section 313(b) of EPCRA (42 U.S.C. §11023(b)) and 40 C.F.R. §372.22.
10. Dioxin and dioxin-like compounds are listed under 40 C.F.R. §372.28.
11. The established threshold amount for reporting the Persistent Bioaccumulative Toxic Chemical dioxin and dioxin-like compounds for the 2004 calendar year was 0.1 grams. [40 C.F.R. §372.28]
12. Respondent processed approximately 6.32 grams of dioxin and dioxin-like compounds for calendar year 2004. The facility manufactured greater than ten times the threshold amount.
13. Respondent was required to submit a complete and correct Form R for dioxin and dioxin-like compounds for calendar year 2004 to the Administrator of EPA and to the State of New Jersey by July 1, 2005.
14. Respondent submitted a Form R to the EPA for dioxin and dioxin-like compounds for calendar year 2004 on December 14, 2005. The Form R was 166 days late.

15. Respondent's failure to submit, in a timely manner, a complete and correct Form R report for dioxin and dioxin-like compounds for calendar year 2004 constitutes a failure to comply with Section 313 of EPCRA, 42 U.S.C. §11023, and with 40 C.F.R. Part 372.
16. Lead is listed under 40 C.F.R. §§ 372.28 and 372.65.
17. The established threshold amount for reporting the Persistent Bioaccumulative Toxic Chemical lead or lead compounds for the 2004 calendar year was 100 pounds. [40 C.F.R. §372.28]
18. Respondent processed approximately 831,196 pounds of lead for calendar year 2004. The facility processed greater than ten times the threshold amount.
19. Respondent was required to submit a complete and correct Form R for lead or lead compounds for calendar year 2004 to the Administrator of EPA and to the State of New Jersey by July 1, 2005.
20. Respondent submitted a Form R to the EPA for lead for calendar year 2004 on December 14, 2005. The Form R was 166 days late.
21. Respondent's failure to submit, in a timely manner, a complete and correct Form R report for lead for calendar year 2004 constitutes a failure to comply with Section 313 of EPCRA, 42 U.S.C. §11023, and with 40 C.F.R. Part 372.
22. Manganese is listed under 40 C.F.R. § 372.65.
23. The established threshold amount for reporting a chemical "processed" or "manufactured" was 25,000 pounds for the 2004 calendar year [40 C.F.R. §372.25(a) or (b)].
24. Respondent processed approximately 14,176,059 pounds of manganese for calendar year 2004. The facility processed greater than ten times the threshold amount.
25. Respondent was required to submit a complete and correct Form R for manganese for calendar year 2004 to the Administrator of EPA and to the State of New Jersey by July 1, 2005.
26. Respondent submitted a Form R to the EPA for manganese for calendar year 2004 on December 14, 2005. The Form R was 166 days late.
27. Respondent's failure to submit, in a timely manner, a complete and correct Form R report for manganese for calendar year 2004 constitutes a failure to comply with Section 313 of EPCRA, 42 U.S.C. §11023, and with 40 C.F.R. Part 372.
28. Mercury is listed under 40 C.F.R. §372.28.
29. The established threshold amount for reporting the Persistent Bioaccumulative Toxic Chemical mercury for the 2004 calendar year was 10 pounds. [40 C.F.R. §372.28]

30. Respondent processed approximately 190 pounds of mercury for calendar year 2004. The facility processed greater than ten times the threshold amount.

31. Respondent was required to submit a complete and correct Form R for mercury for calendar year 2004 to the Administrator of EPA and to the State of New Jersey by July 1, 2005.

32. Respondent submitted a Form R to the EPA for mercury for calendar year 2004 on December 14, 2005. The Form R was 166 days late.

33. Respondent's failure to submit, in a timely manner, a complete and correct Form R report for mercury for calendar year 2004 constitutes a failure to comply with Section 313 of EPCRA, 42 U.S.C. §11023, and with 40 C.F.R. Part 372.

34. Zinc (fume or dust) is listed under 40 C.F.R. § 372.65.

35. The established threshold amount for reporting a chemical "processed" or "manufactured" was 25,000 pounds for the 2004 calendar year [40 C.F.R. §372.25(a) or (b)].

36. Respondent processed approximately 3,842,074 pounds of zinc (fume or dust) for calendar year 2004. The facility processed greater than ten times the threshold amount.

37. Respondent was required to submit a complete and correct Form R for zinc (fume or dust) for calendar year 2004 to the Administrator of EPA and to the State of New Jersey by July 1, 2005.

38. Respondent submitted a Form R to the EPA for zinc (fume or dust) for calendar year 2004 on December 14, 2005. The Form R was 166 days late.

39. Respondent's failure to submit, in a timely manner, a complete and correct Form R report for zinc (fume or dust) for calendar year 2004 constitutes a failure to comply with Section 313 of EPCRA, 42 U.S.C. §11023, and with 40 C.F.R. Part 372.

### **TERMS OF CONSENT AGREEMENT**

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

1. Respondent certifies herein that any and all EPA Toxic Chemical Release Inventory Forms submitted for the above-described violations comply with the requirements of Section 313 of EPCRA and the regulations set forth at 40 C.F.R. Part 372.

2. For the purpose of this proceeding, Respondent: (a) admits the jurisdictional allegations of this Consent Agreement as applied to the facility as set forth in paragraphs 1 thru 9, inclusive; and (b) neither admits nor denies the Findings of Fact and Conclusions of Law section above.

3. Respondent shall pay a civil penalty totaling **NINETEEN THOUSAND FORTY DOLLARS (\$19,040)**. Such payment shall be made by cashier's or certified check or by Electronic Fund Transfer (EFT). If the payment is made by check, then the check shall be made payable to the **"Treasurer, United States of America,"** and shall be mailed to:

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

The check shall be identified with a notation thereon listing the following: **IN THE MATTER OF GERDAU AMERISTEEL SAYREVILLE, INC.** and shall bear thereon the **Docket Number EPCRA-02-2009-4104**. Payment must be received at the above address on or before 45 calendar days after the date of signature of the Final Order at the end of this document (the date by which payment must be received shall hereafter be referred to as the "due date").

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

- 1) Amount of Payment.
- 2) SWIFT address: FRNYUS33, 33 Liberty Street, New York, NY 10045.
- 3) Account Code for Federal Reserve Bank of New York receiving payment: 68010727.
- 4) Federal Reserve Bank of New York ABA routing number: 021030004.
- 5) Field Tag 4200 of the Fedwire message should read " D 68010727 Environmental Protection Agency."
- 6) Name of Respondent: **Gerdau Ameristeel Sayreville, Inc.**
- 7) Case Number: **EPCRA-02-2009-4104**.

Such EFT must be received on or before 45 calendar days after the due date of this CAFO.

Whether the payment is made by check or by EFT, the Respondent shall promptly thereafter furnish reasonable proof that such payment has been made to both:

Ms. Karen Maples, Regional Hearing Clerk  
Office of the Regional Hearing Clerk  
U.S. Environmental Protection Agency -Region 2  
290 Broadway, 16th Floor (1631)  
New York, New York 10007-1866

and

Kenneth S. Stoller, P.E., QEP, DEE, Chief  
Pesticides and Toxic Substances Branch  
U.S. Environmental Protection Agency - Region 2  
2890 Woodbridge Avenue, Bldg. 10, MS-105  
Edison, New Jersey 08837

a. Failure to pay the penalty in full according to the above provisions will result in the referral of this matter to the U.S. Department of Justice for collection.

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

c. A 6% per annum penalty also will be applied on any principal amount not paid within 90 days of the due date.

#### **SUPPLEMENTAL ENVIRONMENTAL PROJECT**

4. Respondent agrees to undertake the following Supplemental Environmental Projects("SEP") which the parties agree is intended to secure significant environmental or public health protection and improvements:

**a. Project Summary -Emergency Planning and Preparedness**

Within two months of the date this Agreement is signed by the Regional Administrator, Respondent shall purchase fire and safety emergency equipment as outlined in Appendix A for The Borough of Sayreville's Emergency Response Team which includes the Fire Department, EMS/First Aid Squads (includes the Morgan First Aid Squad and the Sayreville Emergency Squad), Sayreville Police Department and the Office of Emergency Management. These entities are within the same emergency planning district affected by the violations. Respondent has agreed to spend at least \$48,900 on these expenditures.

b. Respondent hereby certifies that, as of the date of this Consent Agreement and Final Order, Respondent was not required to perform or develop the SEP by any federal, state, or local law or regulation; nor is Respondent required to perform or develop the SEP by agreement, grant, or as injunctive relief in this or any other case or in compliance with state or local

requirements. Respondent further certifies that Respondent has not received, and is not presently negotiating to receive, credit in any other enforcement action for the SEP.

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

5. a. Respondent shall submit a SEP Completion Report to EPA on or by six months of the date the Regional Administrator signed this Agreement. The SEP Completion Report shall contain the following information:

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

b. Respondent agrees that failure to submit the SEP Completion Report or any Periodic Report required by subsection (a) above shall be deemed a violation of this Consent Agreement and Final Order, and Respondent shall become liable for stipulated penalties pursuant to paragraph 10, below.

6. Respondent agrees that EPA may contact the Borough of Sayreville at any time in order to confirm that the SEP was carried out as agreed above.

7. Respondent shall maintain legible copies of documentation for any and all documents or reports submitted to EPA pursuant to this Consent Agreement and Final Order, and Respondent shall provide the documentation of any such data to EPA within seven days of a request for such information. In all documents or reports, including, without limitation, the SEP Report, submitted to EPA pursuant to this Consent Agreement and Final Order, Respondent shall, by its officers, sign and certify under penalty of law that the information contained in such document or report is true, accurate, and not misleading by signing the following statement:

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

8. a. Following receipt of the SEP Report described in paragraph 5, above, EPA will do one of the following:

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

b. If EPA elects to exercise option (ii) or (iii) above, EPA shall permit Respondent the opportunity to object in writing to the notification of deficiency or disapproval given pursuant to this paragraph within ten (10) days of receipt of such notification. EPA and Respondent shall have an additional thirty (30) days from the receipt by EPA of the notification of objection to reach agreement. If agreement cannot be reached on any such issue within this thirty (30) day period, EPA shall provide a written statement of its decision to Respondent, which decision shall be final and binding upon Respondent. Respondent agrees to comply with any requirements imposed by EPA as a result of any such deficiency or failure to comply with the terms of this Consent Agreement and Final Order. In the event the SEP is not completed as contemplated herein, as determined by EPA, stipulated penalties shall be due and payable by Respondent to EPA in accordance with paragraph 10 herein.

9. a. In the event that Respondent fails to comply with any of the terms or provisions of this Consent Agreement and Final Order relating to the performance of the SEP described in paragraph 5, above, and/or to the extent that the actual expenditures for the SEP do not equal or exceed the cost of the SEP described in paragraph 5 above, Respondent shall be liable for stipulated penalties according to the provisions set forth below:

- (i) Except as provided in subparagraph (ii) immediately below, for a SEP which has not been completed satisfactorily pursuant to paragraph 9, Respondent shall pay a stipulated penalty to the United States in the amount of **\$39,120**.
- (ii) If the SEP is not completed satisfactorily, but Respondent: a) made good faith and timely efforts to complete the project; and b) certifies, with supporting documentation, that at least 90 percent of the amount of money which was required to be spent was expended on the SEP, Respondent shall not pay any stipulated penalty.

(iii) If the SEP is satisfactorily completed, but Respondent spent less than 90 percent of the amount of money required to be spent for the project, Respondent shall pay a stipulated penalty to the United States in the amount determined as follows:

$$\text{Stipulated penalty} = [1 - \frac{\text{\$amount SEP cost expended}}{\$48,900}] \times \$39,120$$

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

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

c. Stipulated penalties for subparagraph (iii) above shall begin to accrue on the day after the completion report is due.

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

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

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

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

constitute a waiver of Respondent's right to request an extension of its obligation under this Agreement based on such incident.

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

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

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

13. For federal income tax purposes, Respondent agrees that it will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in the performance of the SEP.

14. This Consent Agreement is being voluntarily and knowingly entered into by the parties in full and final settlement of all civil liabilities under the Emergency Planning and Community Right-to-Know Act of 1986 (42 U.S.C. §11001 et seq.) and the regulations promulgated thereunder, 40 C.F.R. Part 372, that attach or might have attached as a result of the Findings of Fact and Conclusions of Law set out above.

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

16. Gerdau Ameristeel Sayreville, Inc. has read the Consent Agreement, understands its terms, and voluntarily consents to its issuance and to abide by its terms and conditions, including payment of the full amount of the civil penalty in accordance with the terms set forth above. Respondent consents to the issuance of the accompanying Final Order. Respondent agrees that all terms of settlement are set forth herein.

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

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

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

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

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

**RESPONDENT:**

**GERDAU AMERISTEEL SAYREVILLE, INC.**

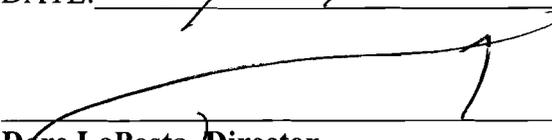
BY:   
Authorizing Signature

NAME: MARK QUIRING  
(PLEASE PRINT)

TITLE: VP + GEN'L MGR

DATE: 3/25/09

**COMPLAINANT:**

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

DATE: APRIL 17, 2009

**In the Matter of Gerdau Ameristeel Sayreville, Inc.**  
**Docket Number EPCRA-02-2009-4104**

**FINAL ORDER**

The Regional Administrator of EPA, Region 2 concurs in the foregoing Consent Agreement (including Attachment A) in the case of **In the Matter of Gerdau Ameristeel Sayreville, Inc.**, bearing **Docket No. EPCRA -02-2009-4104**. Said Consent Agreement having been duly accepted and entered into by the parties, is hereby ratified, incorporated into and issued, as this Final Order, which shall become effective when filed with the Regional Hearing Clerk of EPA, Region 2. 40 C.F.R. § 22.31(b). This Final Order is being entered pursuant to the authority of 40 C.F.R. §§ 22.13(b) and 22.18(b)(3) and shall constitute an order issued under authority of Section 325(c) of EPCRA 42 U.S.C. § 11045(c).

DATE: April 21, 2009

  
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**George Pavlou**  
Acting Regional Administrator  
U.S. Environmental Protection Agency - Region 2  
290 Broadway  
New York, New York 10007

**APPENDIX A**

**SUPPLEMENTAL ENVIRONMENTAL PROJECT NUMBER 1**

**EMERGENCY RESPONSE AND PREPAREDNESS**

# GERDAU AMERISTEEL

November 3, 2008

Ms. Mary Ann Kowalski  
Region 2 Program Enforcement  
United States Environmental Protection Agency  
Region 2  
Pesticides and Toxic Substances Branch (MS-105)  
2890 Woodbridge Avenue  
Edison, NJ 08837

RE: Notice of Opportunity with respect to Enforcement Action under the Emergency Planning and Community Right-to-Know Act for Gerdau Ameristeel Sayreville, TRI Facility ID 08872NWJRSNORTH

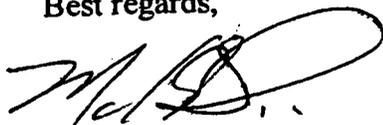
Dear Ms. Kowalski,

In response to the above referenced matter Gerdau Ameristeel would propose the following settlement:

- Supplemental Environmental Project (SEP) Cost – Emergency Planning and Preparedness, Borough of Sayreville - \$48,960.00 (See attached breakdown)
  - Fire Department - \$21,66.99 (Turnout Gear/Thermal Imaging Camera)
  - EMS/First Aid Squads:
    - Morgan First Aid - \$7,263.41 (See attached)
    - Sayreville Emergency Squad - \$6,590.00 (See attached)
  - Police Department - \$7,784.60 (See attached)
  - Office of Emergency Management - \$8,195.00 (See attached)
- Final Settlement Penalty - \$16,320.00
- Total Proposed Settlement (SEP cost plus final settlement penalty) - \$65,280.00

If you have any questions or need additional information regarding the above proposal please contact me at (732) 721-6600, extension 4052.

Best regards,



Mark C. Blaire  
Environmental Manager

Attachments

# *The Borough of Sayreville*

OFFICE OF THE  
BUSINESS ADMINISTRATOR  
TEL. (732) 390-7071 FAX (732) 390-0509  
167 MAIN STREET • SAYREVILLE, NJ 08872  
732-390-7000

October 30, 2008

Mark C. Blaire  
Environmental Manager  
Gerdau Ameristeel  
Sayreville/Perth Amboy Steel Mills  
North Crossman Road  
P.O. Box 249  
Sayreville, NJ 08871

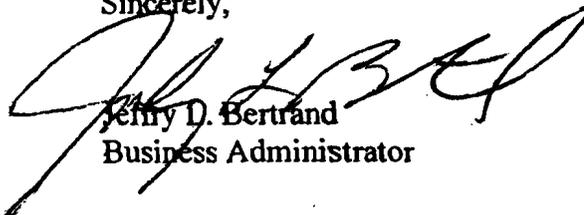
Dear Mr. Blaire:

As per our conversations, I am pleased to submit to you for your review a grant request for items to be utilized by the Borough's Emergency Response team. These requested items will enhance existing and create new capabilities for our first responders. From the Thermal Imaging Camera for the Fire Department to the AEDs for our police patrol cars and the Morgan First Aid, the Borough has identified areas of specialized need that will be met through this grant.

I will be available to discuss this proposal and its individual items if necessary. Please do not hesitate to contact me at my office, via e-mail, or by cell phone should you have any questions or require additional information.

I would like to thank you and Gerdau Ameristeel for your anticipated consideration and continued cooperation in the areas of emergency preparedness.

Sincerely,

  
Jerry D. Bertrand  
Business Administrator

*Succeed in Sayreville*

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Sayreville is an Equal Opportunity Employer

[www.sayreville.com](http://www.sayreville.com)

# Borough of Sayreville

## Grant Request Summary

<b>Fire Department</b>	<b>Quote</b>
Turnout Gear (4 Firehouses -1 set per house)	10,000.00
Thermal Imaging Camera	11,166.99
<b>EMS/First Aid Squads</b>	
Morgan First Aid	7,263.41
Sayreville Emergency Squad	6,590.00
<b>Police Department</b>	7,784.60
<b>Office of Emergency Management</b>	8,195.00
<b>Total Request</b>	<b>51,000.00</b>

# CONTINENTAL FIRE & SAFETY, Inc.

# QUOTE

180 VOLUSIA AVE.  
TRENTON, NJ 08610-2826  
609-588-0096 - fax 609-584-0406

*FIRE*  
DEPARTMENT

DATE	QUOTE NO.
10/2/2008	08-2501

NAME / ADDRESS
SAYREVILLE BOROUGH 167 MAIN STREET SAYREVILLE, NJ 08872 ATTN: CAPT. TOM ALFREY

TERMS	REP	FOB
NET 30	KBH	

DESCRIPTION	QTY	COST	TOTAL
CAIRNS REACTION 29" BLACK PBI MATRIX TURNOUT COAT W/ 6" XPS PANEL TO CUSTOMER SPECS *(UP TO 58" CHEST)*	1	1,290.00	1,290.00
CAIRNS REACTION 29" BLACK PBI MATRIX BUNKER PANT TO CUSTOMER SPECS. *(UP TO 58" WAIST)*	1	908.00	908.00
			<del># 2198.00</del>
CAIRNS REACTION 29" BLACK PBI MATRIX TURNOUT COAT W/ 6" XPS PANEL TO CUSTOMER SPECS. *(60" CHEST & UP)*	1	1,640.00	1,640.00
CAIRNS REACTION BLACK PBI MATRIX BUNKER PANT TO CUSTOMER SPECS. *(60" WAIST & UP)*	1	1,180.00	1,180.00
			<del># 2820.00</del>
NJ STATE CONTRACT: GLOBE MANUFACTURING CO. ---#71048 THANK YOU, KENNETH HOLLANDER SALES REP.			
THANK YOU FOR YOUR CONSIDERATION!		<b>TOTAL</b>	<b>\$5,018.00</b>

*216*  
*00-up*

# CONTINENTAL FIRE & SAFETY, Inc.

# QUOTE

180 VOLUSIA AVE.  
 TRENTON, NJ 08610-2826  
 609-588-0096 - fax 609-584-0405

*FIRE*  
 DEPARTMENT

DATE	QUOTE NO.
10/2/2008	08-2499

NAME / ADDRESS
SAYREVILLE BOROUGH 167 MAIN STREET SAYREVILLE, NJ 08872 ATTN: CAPT. TOM ALFREY

TERMS	REP	FOB
NET 30	KBH	

DESCRIPTION	QTY	COST	TOTAL
X BULLARD T3 XT THERMAL IMAGER KIT KIT INCLUDES: -PALM SIZED THERMAL IMAGER -DIRECT CHARGE SYSTEM FOR USE WITH TRUCK MOUNT -(2) 10 VOLT NIMH RECHARGEABLE BATTERIES -BATTERY CHARGER WITH AC AND DC ADAPTERS -COMBINATION WRIST AND GEAR STRAP -PRODUCT ORIENTATION CD -CARDBOARD CARRYING CASE	1	10,551.19	10,551.19
BULLARD T320 THERMAL IMAGER KIT KIT INCLUDES: -PALM SIZED THERMAL IMAGER W/ HIGH RESOLUTION DISPLAY -DIRECT CHARGE SYSTEM FOR USE WITH TRUCK MOUNT -(2) 10 VOLT NIMH RECHARGEABLE BATTERIES -BATTERY CHARGER WITH AC AND DC ADAPTERS -COMBINATION WRIST AND GEAR STRAP -PRODUCT ORIENTATION CD -CARDBOARD CARRYING CASE	1	11,895.84	11,895.84
THANK YOU FOR YOUR CONSIDERATION!		<b>TOTAL</b>	

Web Site	WWW.CONTINENTALFIREANDSAFETY.COM
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# CONTINENTAL FIRE & SAFETY, Inc.

# QUOTE

180 VOLUSIA AVE.  
 TRENTON, NJ 08610-2826  
 609-588-0096 - fax 609-584-0406

*FIRE  
 DEPARTMENT*

DATE	QUOTE NO.
10/2/2008	08-2499

NAME : ADDRESS
SAYREVILLE BOROUGH 167 MAIN STREET SAYREVILLE, NJ 08872 ATTN: CAPT. TOM ALFREY

TERMS	REP	PCB
NET 30	KBH	

DESCRIPTION	QTY	COST	TOTAL
BULLARD T3 MAX THERMAL IMAGER KIT KIT INCLUDES: -PALM SIZED THERMAL IMAGER W/ ELECTRONIC THERMAL THROTTLE -DIRECT CHARGE SYSTEM FOR USE WITH TRUCK MOUNT -(2) 10 VOLT NIMH RECHARGEABLE BATTERIES -BATTERY CHARGER WITH AC AND DC ADAPTERS -COMBINATION WRIST AND GEAR STRAP -PRODUCT ORIENTATION CD -CARDBOARD CARRYING CASE	1	12,275.90	12,275.90
BULLARD T4 THERMAL IMAGER KIT KIT INCLUDES: -PALM SIZED THERMAL IMAGER W/ 4.3" HIGH RESOLUTION WIDE SCREEN DISPLAY, 2X ZOOM, & ELECTRONIC THERMAL THROTTLE -DIRECT CHARGE SYSTEM FOR USE WITH TRUCK MOUNT -(2) 10 VOLT NIMH RECHARGEABLE BATTERIES -BATTERY CHARGER WITH AC AND DC ADAPTERS -COMBINATION WRIST AND GEAR STRAP -PRODUCT ORIENTATION CD -CARDBOARD CARRYING CASE	1	13,488.97	13,488.97
X BULLARD T3/T4 TRUCKMOUNT CHARGER THANK YOU FOR YOUR CONSIDERATION!	1	615.60	615.60
		<b>TOTAL</b>	

Web Site	WWW.CON <sup>8092</sup> TINENTALFIREANDSAFETY.COM
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# V.E. RALPH & SON, INC.

MORGAN FIRST AID

P.O. Box 633 · 320 SCHUYLER AVENUE, KEARNY, NJ 07032-0633  
 TELEPHONE: (201) 997-2400 TOLL FREE: (800) 526-1196  
 FAX: (201)997-6556

QUOTE NO. 23340

DATE 10/13/08

TO: 193715  
 MORGAN FIRST AID SQ  
 P O BOX 296  
 ROUTE 35 N  
 SOUTH AMBOY, NJ 08879

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MORGAN FIRST AID SQ  
 C/O JOE SCANLON  
 2032 RT 35 NORTH  
 SOUTH AMBOY, NJ 08879

TEL #: 732-525-5455

FAX #:

CONTACT	TERMS	ESTIMATED SHIP DATE	FOB
JASON HARRIS	NET 30 DAYS	3-7 DAYS ARO	KEARNY

QUANTITY	U/M	CATALOG NO.	DESCRIPTION	UNIT PRICE	AMOUNT
6	EA	17-35850PSO	BASE BOARD W/PINS ORANGE	110.00	660.00
6	EA	FLE-S2	CUSTOMER SILKSCREENING CHARGE PER ITEM	12.00	72.00
2	EA	MAD1802	ALUMINUM M SIZE OXYGEN CYLINDER 3470L.WITH CAP	245.00	490.00
3	EA	17-000101	REEVES STRETCHER/MDL101/O RANGE	190.00	570.00
1	EA	24-FR-M3861A	FR2+ AED WITH NO ECG	1820.00	1,820.00
1	EA	24-M3868A	CARRYING CASE FOR FR2 AED	105.00	105.00
1	EA	24-M3854A	DATA CARD FOR FR2 W/TRAY	71.00	71.00
6	EA	LSPL24025-G	OXYGEN REGULATOR 0-25LPM W/ 2 MALE DISS OUTLETS -	88.00	528.00
48	EA	16-001394	DISP PT REST 5" SPEEDCLIP	4.65	223.20
6	EA	10-000802	PRO RESPONSE 2 BAG-ORANGE	48.00	288.00
**SPECIAL DISCOUNTED PRICING** **FREIGHT-FREE SHIPMENT**					

PRICES ARE GUARANTEED THROUGH: 11/12/08

TOTAL

4,827.20

QUOTED BY: MIKE PELUSO

Serving The People Who Serve The People Since 1946.

**First Due Emergency Supply Company**  
 444 Hurffville-Crosskeys Rd  
 Sewell, NJ 08080  
 888-282-3620 Fax: 856-589-3326  
 PROFESSIONALS SERVING PROFESSIONALS  
 www.firstdueemergency.com

Quote #:	801239
Quote Date:	10/13/2008
Page:	1
Customer #:	2872

MORGAN FIRST AID

Quoted To:  
 MORGAN FIRST AID  
 16 BARKALOW ST  
 ATTN: DON RILEY  
 SOUTH AMBOY, NJ 08879

Contact: CAPT. JASON HARRIS  
 Fax 732-721-3104

Valid Through: 12/12/2008

Phone: 732-625-5455		Cust PO:		Terms: 30 DAYS	
Reference: EXT GL/JACK		Ship Via: FOB ORIGIN		Salesperson: TODD	
Stock Code	Description	Quantity	Price	Extended	
GEXR-LG	GEXR EXTRICATION/RESCUE GLOVES-BLACK LARGE	12.00	35.955	431.460	
WCXJNX	FIRE-DEX EXTRICATION JACKET IN NOMEX *****4XL-UPCHARGE**** IN YELLOW, NAVY, ROYAL OR TAN	2.00	325.000	650.000	
XL	3" SCOTCHLITE LETTERS TO SEW ON MORGAN FIRST AID	28.00	3.600	100.800	
CRIB KIT A W/CB/CT SHIP	CRIB KIT A WITH CARRY BAGS AND TOTERS SHIPPING CHARGES TURTLE PLASTICS	1.00	1,114.958	1,114.958	
		1.00	139.000	139.000	

ATTENTION: DON RILEY

DON,

I WOULD BUY THE SUPPORT JACK DIRECT. I COULD ONLY FIND JACKS FROM AUTOMOTIVE TYPE CATALOGS.

PLEASE CALL ME IF YOU HAVE ANY QUESTIONS.

THANKS! TODD

SubTotal:	2,436.22
Tax:	0.00
Shipping:	0.00
Total:	2,436.22

ALL UNPAID BALANCES ARE DUE NET 30.  
 PAST DUE BALANCES WILL BE CHARGED 1.5% INTEREST ON A MONTHLY BASIS OR 18% PER YEAR ON THE UNPAID PORTION.  
 FREIGHT WILL BE PREPAID AND ADDED  
 \*\*\*\*\*SPECIAL ORDER ITEMS ARE NOT RETURNABLE

WWW.THERADIOEXCHANGE.COM  
 The Radio Exchange  
 127 William Street  
 South River, NJ 08882  
 732-967-0003 ph

SAYREVILLE  
 EMERGENCY  
 SQUAD

# Quotation

Quote Number:  
2059

Quote Date:  
Oct 27, 2008

Page:  
1

Quoted to:  
SAYREVILLE BORO ADMINISTRATOR

Customer ID	Good Thru	Payment Terms	Sales Rep
SAYREVILLE BORO AD.	11/26/08	Net 30 Days	Cranston, T

Quantity	Item	Description	Unit Price	Extension
1.00	RADIO PARTS /NSI	MOTOROLA XTS2500, 3600 BAUD TRUNKING, SPARE BATTERY, CHARGER, 3 YEAR WARRANTY	3,295.00	3,295.00
			Subtotal	3,295.00
			Sales Tax	
			Freight	
			<b>Total</b>	<b>3,295.00</b>

10/27/2008 11:32 FAX 732 316 1892  
 10/27/2008 10:17 18007727203

SAYREVILLE POLICE DEPT  
 V E RALPH

002/002  
 PAGE 01/01

# V.E. RALPH & SON, INC.

P.O. Box 833 - 320 SCHUYLER AVENUE, KEARNY, NJ 07032-0833  
 TELEPHONE: (201) 997-2400 TOLL FREE: (800) 526-1198  
 FAX: (201) 997-6568

Police Dept.

QUOTE NO. 23338

DATE 10/10/08

245895  
 TO: SAYREVILLE POLICE DEPT  
 ATT: RON BATKO  
 1000 MAIN STREET  
 SAYREVILLE, NJ 08872

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SAYREVILLE POLICE DEPT  
 ATT: RON BATKO  
 1000 MAIN STREET  
 SAYREVILLE, NJ 08872

TEL #: 732-727-4444

FAX #: 732-316-1892

CONTACT		TERMS	ESTIMATED SHIP DATE	POS	
RON BATKO		NET 30 DAYS	3-5 DAYS ARO	KEARNY	
QUANTITY	U/M	CATALOG NO.	DESCRIPTION	UNIT PRICE	AMOUNT
2	EA	24-BT1	BATTERY - FORERUNNER / FR	145.00	290.00
6	EA	24-M3862A	BATTERY - FR2	216.00	1,296.00
10	EA	12-000832	SPIRACLE OXYGEN REGULATOR 0-25LPM	98.00	980.00
10	EA	12-900088	PLASTIC RESUS CASE, ORANG E	134.00	1,340.00
20	EA	12-100001T	ALUM OXYGEN CYL D-SIZE/TO GGLE	54.00	1,080.00
24	EA	12-242002	SPUR II ADULT BVM RESUS	10.95	262.80
4	EA	989803158221	HEARTSTART PADS - 5-PACK FOR FR2 DEFIBRILLATOR	134.95	539.80
1	EA	24-FR-M3861A	FR2+ AED WITH NO ECG	1820.00	1,820.00
1	EA	24-M3868A	CARRYING CASE FOR FR2 AED	105.00	105.00
1	EA	24-M3854A	DATA CARD FOR FR2 W/TRAY	71.00	71.00
**SPECIAL DISCOUNTED PRICING** **FREIGHT-FREE SHIPMENT** REVISED 10-27-08					

PRICES ARE GUARANTEED THROUGH: 11/09/08

TOTAL

7,784.60

QUOTED BY: MIKE PELOSO

Serving The People Who Serve The People Since 1946.

# Traffic Solutions

Division of Intuitive Control Systems, LLC  
Box 10085  
State College, PA 16805  
Phone: 814-237-9005  
Fax: 814-237-9006  
CID: 25-1887906

OFFICE  
of  
EMERGENCY  
MANAGEMENT

## QUOTE

QUOTE NO. 50207 DATE 10/29/2008 PAGE 1 of 1

ATTENTION: Jeff Burt SALES REP: Mark Coupland

SHIP TO:

Sayreville Police Department  
1000 Main Street  
Sayreville, NJ 08872

Sayreville Police Department  
1000 Main Street  
Sayreville, NJ 08872

Attn: Jeff Burt

CUSTOMER: 97619 PAYMENT TERMS: Net 30 Days CONTACT: Phone: 732-727-4444

EMNO	DESCRIPTION	QTY	EACH	EXT
000252	Bundle-instALERT Rapid Messenger programmable foldable VMS sign with messaging software, mounting bracket, standard vehicle hitch mount, 15' vehicle power cable w/cigarette plug, serial cable, carrying case	1	8,195.00	8,195.00

SALE AMOUNT: 8,195.00  
SHIPPING: 100.00  
TOTAL: 8,295.00

Duration: This quote is good for 120 days from date of issue.  
Shipping Notes: Unless shipping charges are specifically indicated, prices are FOB factory. Shipping charges may apply  
Taxes: Taxes are not included in quote. Please provide a tax exempt certificate or sales tax will be applied.  
Warranty: Unless otherwise indicated, all products have a one year warranty from date of sale. Extended warranties may be available at time of purchase.

# CONTINENTAL FIRE & SAFETY, Inc.

180 VOLUSIA AVE.  
 TRENTON, NJ 08610-2826  
 609-588-0096 - fax 609-584-0405

## QUOTE

DATE	QUOTE NO.
10/2/2008	08-2501

NAME / ADDRESS
SAYREVILLE BOROUGH 167 MAIN STREET SAYREVILLE, NJ 08872 ATTN: CAPT. TOM ALFREY

TERMS	REP	FOB
NET 30	KBH	

DESCRIPTION	QTY	COST	TOTAL
CAIRNS REAXTION 29" BLACK PBI MATRIX TURNOUT COAT W/ 6" XPS PANEL TO CUSTOMER SPECS *(UP TO 58" CHEST)*	1	1,290.00	1,290.00
CAIRNS REAXTION 29" BLACK PBI MATRIX BUNKER PANT TO CUSTOMER SPECS. *(UP TO 58" WAIST)*	1	908.00	908.00
			<del># 2198.00</del>
CAIRNS REAXTION 29" BLACK PBI MATRIX TURNOUT COAT W/ 6" XPS PANEL TO CUSTOMER SPECS. *(60" CHEST & UP)*	1	1,640.00	1,640.00
CAIRNS REAXTION BLACK PBI MATRIX BUNKER PANT TO CUSTOMER SPECS. *(60" WAIST & UP)*	1	1,180.00	1,180.00
			<del># 2820.00</del>
NJ STATE CONTRACT: GLOBE MANUFACTURING CO.----#71048 THANK YOU, KENNETH HOLLANDER SALES REP.			
THANK YOU FOR YOUR CONSIDERATION!		<b>TOTAL</b>	<b>\$5,018.00</b>

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# CONTINENTAL FIRE & SAFETY, Inc.

180 VOLUSIA AVE.  
 TRENTON, NJ 08610-2826  
 609-588-0096 - fax 609-584-0405

## QUOTE

DATE	QUOTE NO.
10/2/2008	08-2499

NAME / ADDRESS
SAYREVILLE BOROUGH 167 MAIN STREET SAYREVILLE, NJ 08872 ATTN: CAPT. TOM ALFREY

TERMS	REP	FOB
NET 30	KBH	

DESCRIPTION	QTY	COST	TOTAL
X BULLARD T3 XT THERMAL IMAGER KIT KIT INCLUDES: -PALM SIZED THERMAL IMAGER -DIRECT CHARGE SYSTEM FOR USE WITH TRUCK MOUNT -(2) 10 VOLT NIMH RECHARGEABLE BATTERIES -BATTERY CHARGER WITH AC AND DC ADAPTERS -COMBINATION WRIST AND GEAR STRAP -PRODUCT ORIENTATION CD -CARDBOARD CARRYING CASE	1	10,551.19	10,551.19
BULLARD T320 THERMAL IMAGER KIT KIT INCLUDES: -PALM SIZED THERMAL IMAGER W/ HIGH RESOLUTION DISPLAY -DIRECT CHARGE SYSTEM FOR USE WITH TRUCK MOUNT -(2) 10 VOLT NIMH RECHARGEABLE BATTERIES -BATTERY CHARGER WITH AC AND DC ADAPTERS -COMBINATION WRIST AND GEAR STRAP -PRODUCT ORIENTATION CD -CARDBOARD CARRYING CASE	1	11,895.84	11,895.84
THANK YOU FOR YOUR CONSIDERATION!		<b>TOTAL</b>	

Web Site	WWW.CONTINENTALFIREANDSAFETY.COM
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# CONTINENTAL FIRE & SAFETY, Inc.

180 VOLUSIA AVE.  
 TRENTON, NJ 08610-2826  
 609-588-0096 - fax 609-584-0405

## QUOTE

DATE	QUOTE NO.
10/2/2008	08-2499

NAME / ADDRESS
SAYREVILLE BOROUGH 167 MAIN STREET SAYREVILLE, NJ 08872 ATTN: CAPT. TOM ALFREY

TERMS	REP	FOB
NET 30	KBH	

DESCRIPTION	QTY	COST	TOTAL
BULLARD T3 MAX THERMAL IMAGER KIT KIT INCLUDES: -PALM SIZED THERMAL IMAGER W/ ELECTRONIC THERMAL THROTTLE -DIRECT CHARGE SYSTEM FOR USE WITH TRUCK MOUNT -(2) 10 VOLT NIMH RECHARGEABLE BATTERIES -BATTERY CHARGER WITH AC AND DC ADAPTERS -COMBINATION WRIST AND GEAR STRAP -PRODUCT ORIENTATION CD -CARDBOARD CARRYING CASE	1	12,275.90	12,275.90
BULLARD T4 THERMAL IMAGER KIT KIT INCLUDES: -PALM SIZED THERMAL IMAGER W/ 4.3" HIGH RESOLUTION WIDE SCREEN DISPLAY, 2X ZOOM, & ELECTRONIC THERMAL THROTTLE -DIRECT CHARGE SYSTEM FOR USE WITH TRUCK MOUNT -(2) 10 VOLT NIMH RECHARGEABLE BATTERIES -BATTERY CHARGER WITH AC AND DC ADAPTERS -COMBINATION WRIST AND GEAR STRAP -PRODUCT ORIENTATION CD -CARDBOARD CARRYING CASE	1	13,488.97	13,488.97
X BULLARD T3/T4 TRUCKMOUNT CHARGER	1	615.60	615.60
THANK YOU FOR YOUR CONSIDERATION!		<b>TOTAL</b>	

Web Site	WWW.CONTINENTALFIREANDSAFETY.COM
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