



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2
290 BROADWAY
NEW YORK, NY 10007-1866

SEP 29 2016

CERTIFIED MAIL-
RETURN RECEIPT REQUESTED

Steven Ricca, Esq.
Bond, Schoeneck, & King
Avant Building – Suite 900
200 Delaware Avenue
Buffalo, NY 14202-2107

Re: Consent Agreement and Final Order, In the Matter of Twin Lake Chemical

Dear Mr. Ricca:

Enclosed please find a fully executed copy of the Consent Agreement and Final Order in this matter. Please do not hesitate to contact me if you have any questions.

Thank you again for your assistance throughout this process.

Sincerely,

Jean H. Regna
Assistant Regional Counsel

Enclosure

cc: Regional Hearing Clerk

REGIONAL HEARINGS
CLERK

2016 SEP 29 PM 3: 29

U.S. Environmental
Protection Agency-Reg 2

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2

In the Matter of

Twin Lake Chemical, Inc.,

Lockport, New York,

Respondent.

Docket No. CAA-02-2016-1202

CONSENT AGREEMENT AND
FINAL ORDER

REGIONAL HEARING
OFFICE
LOCKPORT, NY

2016 SEP 29 PM 3:29

U.S. Environmental
Protection Agency-Reg 2

PRELIMINARY STATEMENT

1. This Consent Agreement and Final Order (“CAFO”) is issued pursuant to Section 113(d) of the Clean Air Act (“CAA”), 42 U.S.C. § 7413(d). The Complainant in this action is the Director of the Emergency and Remedial Response Division of the United States Environmental Protection Agency, Region 2 (“EPA”), who has been delegated the authority to institute this action. Respondent is Twin Lake Chemical, Inc. (“Respondent”).

2. EPA and the U.S. Department of Justice have determined, pursuant to Section 113(d)(1) of the CAA, 42 U.S.C. § 7413(d)(1), that EPA may pursue this matter through administrative enforcement action.

3. Pursuant to Section 22.13 of the revised Consolidated Rules of Practice, 40 Code of Federal Regulations (“C.F.R.”) § 22.13(b), where parties agree to settlement of one or more causes of action before the filing of a complaint, a proceeding may be simultaneously commenced and concluded by the issuance of a CAFO pursuant to 40 C.F.R. §§ 22.18(b)(2) and (3).

4. It has been agreed by the parties that settling this matter by entering into this CAFO pursuant to 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) is an appropriate means of resolving specified claims against Respondent without litigation. Compliance with the terms and conditions of this CAFO shall resolve those alleged violations set forth below.

STATUTORY BACKGROUND

5. Section 113(d) of the CAA, 42 U.S.C. § 7413(d), provides for the assessment of penalties for violations of Section 112(r) of the CAA, 42 U.S.C. § 7412(r).

6. Section 112(r)(7) of the CAA, 42 U.S.C. § 7412(r)(7), requires the Administrator to promulgate release prevention, detection, and correction requirements regarding regulated

substances in order to prevent accidental releases of regulated substances. EPA promulgated regulations in 40 C.F.R. Part 68 to implement Section 112(r)(7) of the CAA, the former of which set forth the requirements of risk management programs that must be established and implemented at stationary sources subject to this section of the CAA. The regulations at 40 C.F.R. Part 68, Subparts A through G, require owners and operators of stationary sources to, among other things, develop and implement: (a) a management system to oversee the implementation of the risk management program elements; and (b) a risk management program that includes, but is not limited to, a hazard assessment, a prevention program, and an emergency response program. Pursuant to 40 C.F.R. Part 68, Subparts A and G, the risk management program for a stationary source that is subject to these requirements is to be described in a risk management plan ("RMP") that must be submitted to EPA.

7. Sections 112(r)(3) and (5) of the CAA, 42 U.S.C. §§ 7412(r)(3) and (5), require the Administrator to promulgate a list of regulated substances, with threshold quantities. EPA promulgated a regulation at 40 C.F.R. Part 68, Subpart F, which implements Sections 112(r)(3) and (5) of the CAA, and which lists the regulated substances and their threshold quantities.

8. Pursuant to Section 112(r)(7) of the CAA, 42 U.S.C. § 7412(r)(7), and 40 C.F.R. §§ 68.10(a), 68.12, and 68.150, an owner or operator of a stationary source that has more than a threshold quantity of a regulated substance in a process shall comply with the requirements of 40 C.F.R. Part 68 (including, but not limited to, submission of an RMP to EPA), no later than June 21, 1999, or three years after the date on which such regulated substance is first listed under 40 C.F.R. § 68.130, or the date on which the regulated substance is first present in a process above the threshold quantity, whichever is latest.

9. The regulations set forth at 40 C.F.R. Part 68 separate the covered processes into three categories, designated as Program 1, Program 2, and Program 3. A covered process is subject to Program 3 requirements, as per 40 C.F.R. § 68.10(d), if: (a) the process does not meet one or more of the Program 1 eligibility requirements set forth in 40 C.F.R. § 68.10(b); and (b) either the process is listed in one of the specific North American Industry Classification System (generally referred to as "NAICS") codes found at 40 C.F.R. § 68.10(d)(1), or the process is subject to the United States Occupational Safety and Health Administration process safety management standard set forth in 29 C.F.R. § 1910.119. As required by 40 C.F.R. § 68.10(c), a facility must register its RMP-covered process as a Program 2 process if it does not meet the requirements of either Program 1 or Program 3.

10. The regulations set forth at 40 C.F.R. § 68.12(d) require that the owner or operator of a stationary source with a Program 3 process undertake certain tasks, including, but not limited to, development and implementation of a management system (pursuant to 40 C.F.R. § 68.15) and the implementation of prevention program requirements.

FINDINGS OF FACT

11. Respondent is the owner and/or operator of a manufacturing facility located at 520 Mill Road, Lockport, New York (the "Facility"). The Facility uses phosgene in a process for the manufacture of organic chemicals.

12. Respondent filed an RMP for the Facility with EPA on or about May 14, 2009, that, among other things, identified a covered phosgene process at the Facility subject to Program 3 requirements, with a specified quantity of 32,000 pounds of phosgene. Respondent later submitted an RMP update to EPA on or about May 1, 2014 regarding this covered process.

13. EPA conducted an inspection of the Facility on or about June 6 - 7, 2012 to assess compliance with Section 112(r) of the Act and the applicable regulations, including those listed in 40 C.F.R. Part 68 (the "Inspection").

14. On April 23, 2013, EPA issued a letter to Respondent regarding the results of the Inspection and included a copy of the Inspection Report. The Inspection Report identified violations of the regulations at 40 C.F.R. Part 68 at the Facility, including failures to fully comply with: the hazard assessment requirements at 40 C.F.R. Section 68 Subpart B; the process safety information requirements at 40 C.F.R. § 68.65; the process hazard analysis requirements at 40 C.F.R. § 68.67; the operating procedures requirements at 40 C.F.R. § 68.69; the mechanical integrity requirements at 40 C.F.R. § 68.73; the compliance audit requirements at 40 C.F.R. § 68.79; the contractor safety requirements at 40 C.F.R. § 68.87; and the emergency response requirements at 40 C.F.R. Subpart E.

15. Respondent worked to address the violations identified by EPA and submitted information to EPA describing the actions taken to address each violation.

16. In addition to addressing the violations, Respondent also undertook additional measures to reduce the risks of accidental releases of regulated substances at the Facility. Respondent installed an automatically activated scrubber system at the Facility. Respondent implemented inherently safer technology by installing new process equipment allowing for reduction in phosgene usage. Respondent invested in security improvements for the Facility, including installation of a new security camera system. Respondent has worked with the local fire department regarding emergency response and had the entire fire department visit the Facility. Respondent hired an independent third party to verify the effectiveness of its mechanical integrity testing program for its phosgene pipelines, and modified its testing procedure in accordance with the third party's recommendations.

EPA CONCLUSIONS OF LAW

17. Respondent is, and at all times referred to herein was, a "person" within the meaning of Section 302(e) of the CAA, 42 U.S.C. § 7602(e).

18. The Facility is a stationary source pursuant to 40 C.F.R. § 68.3.

19. Phosgene is a regulated substance pursuant to Section 112(r)(2) and (3) of the CAA and 40 C.F.R. § 68.3.

20. The threshold quantity for phosgene, as listed in 40 C.F.R. § 68.130, Tables 1 and 2, is 500 pounds.

21. Respondent handles and stores, and has handled and stored, phosgene in a process at the Facility in quantities exceeding the threshold quantity.

22. As described above, EPA identified violations of the regulations at 40 C.F.R. Part 68 at the Facility, including violations of the following requirements: hazard assessment; process safety information; process hazard analysis; operating procedures; mechanical integrity; compliance audit; contractor safety; and emergency response.

23. Respondent's failures to comply fully with the requirements of 40 C.F.R. Part 68 regarding the Facility constitute violations of Section 112(r) of the CAA, 42 U.S.C. § 7412(r). Respondent is therefore subject to the assessment of penalties under Section 113(d) of the CAA, 42 U.S.C. § 7413(d).

CONSENT AGREEMENT

24. Based upon the foregoing, and pursuant to Section 113(d) of the CAA and the "Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits" (40 C.F.R. Part 22), Complainant and Respondent hereby agree on the following provisions.

25. For the purpose of this proceeding and in the interest of an expeditious resolution of this matter, pursuant to 40 C.F.R. § 22.18(b)(2), Respondent (a) admits the jurisdictional basis for this matter, (b) admits the Findings of Fact set forth above, (c) consents to the assessment of the civil penalty set forth below, (d) consents to the issuance of the attached Final Order, and (e) waives its right to contest the allegations and its right to appeal the attached Final Order.

26. Respondent neither admits nor denies the EPA Conclusions of Law set forth above.

27. This CAFO and any provision herein shall not be construed as an admission in any criminal or civil action or other administrative proceeding, except in an action or proceeding to enforce or seek compliance with the provisions of this CAFO.

28. Respondent hereby certifies that the Facility is now in compliance with all applicable requirements of Section 112(r)(7) of the CAA as related to the Findings of Fact and EPA Conclusions of Law.

29. Respondent consents to the issuance of this Consent Agreement and consents for the purposes of settlement to the payment of the civil penalty cited herein and to the performance of the Supplemental Environmental Project.

30. Respondent agrees to pay a civil penalty in the total amount of \$40,262.00, as described below. Such payment shall be made by cashier's or certified check or by Electronic Fund Transfer ("EFT"). Payment of the penalty must be received by EPA on or before thirty (30) calendar days after the effective date of the Final Order, which as described in the Final Order as the date of filing with the Regional Hearing Clerk, U.S. Environmental Protection Agency, Region 2, New York, New York.

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 listing the following: "In the Matter of: Twin Lake Chemical, Inc." and shall bear thereon "Docket Number CAA-02-2016-1202."

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

Amount of Payment
SWIFT address: FRNYUS33, 33 Liberty Street, New York, NY 10045
Account Code for Federal Reserve Bank of New York receiving payment:
68010727
Federal Reserve Bank of New York ABA routing number: 021030004
Field Tag 4200 of the Fedwire message should read:
"D 68010727 Environmental Protection Agency"
Name of Respondent: Twin Lake Chemical, Inc.
Case Number: CAA-02-2016-1202

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

Jean Regna
Assistant Regional Counsel
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 2
290 Broadway, 17th Floor
New York, New York 10007-1866

and

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

Payment must be received pursuant to the provisions above.

31. If Respondent fails to make full and complete payment of the civil penalty that it is required to pay by this CA/FO, this case may be referred by EPA to the United States Department of Justice and/or the United States Department of the Treasury for collection. In such an action, pursuant to Section 113(d)(5) of the CAA, 42 U.S.C. § 7413(d)(5), and 31 U.S.C. § 3717, Respondent shall pay the following amounts:

- a. Interest. If Respondent fails to make payment, or makes partial payment, interest shall accrue on any unpaid portion of the assessed penalty at the rate established pursuant to 31 U.S.C. § 3717 and 26 U.S.C. § 6621 from the payment due date.
- b. Handling Charges. Pursuant to 31 U.S.C. § 3717(e)(1), a handling charge of fifteen dollars (\$15.00) shall be paid per month, or any portion thereof, if any portion of the assessed penalty is not paid within thirty (30) days of the payment due date.
- c. Attorney Fees, Collection Costs, Nonpayment of Penalty. If Respondent fails to pay the amount of an assessed penalty on time, pursuant to Section 113(d)(5) of the CAA, 42 U.S.C. § 7413(d)(5), in addition to such assessed penalty and interest and handling assessments, Respondent shall also pay the United States' enforcement expenses, including but not limited to attorney fees and costs incurred by the United States for collection proceedings, and a quarterly non-payment penalty for each calendar quarter during which such a failure to pay persists. Such non-payment penalty shall be ten percent (10%) of the aggregate amount of Respondent's outstanding penalties and non-payment penalties accrued from the beginning of such quarter.

32. The penalty specified in Paragraph 30, above, shall represent civil penalties assessed by EPA and shall not be deductible for purposes of state or federal taxes.

Supplemental Environmental Project

33. Respondent agrees to, and shall in accordance with the terms and conditions of this CA/FO, implement and perform a Supplemental Environmental Project ("SEP") that consists of the purchase of the equipment described in Paragraph 34 below and Attachment 1 for the Lockport Fire Department, Lockport, New York. To implement this SEP, Respondent agrees that its total expenditure shall not be less than \$99,672.

34. Respondent agrees to purchase the equipment listed in Attachment 1 and provide it to the Lockport Fire Department pursuant to the following schedule: Respondent agrees to expend at least \$50,000 toward the purchase of this equipment on or before November 30, 2016, and Respondent agrees to purchase the remainder of the equipment listed in Attachment 1 on or before April 30, 2017. After purchase, such equipment will be promptly provided to the Lockport Fire Department.

35. By May 30, 2017, Respondent shall submit a SEP Report to EPA for approval, to the addressees set forth in Paragraph 36 below, which shall:

- a. Provide documentation of the timely purchase and delivery of all equipment referenced in Paragraph 34 above.
- b. Provide an itemized cost report, with appropriate documentation, of the costs incurred in the performance of this SEP. This report shall include the total amount of costs expended to implement this SEP, and shall be certified as accurate under penalty of perjury by a responsible corporate official.
- c. A certification under penalty of perjury by a responsible corporate official that the SEP was performed in accordance with the terms of this CA/FO.

36. Information required to be submitted to EPA pursuant to this CAFO shall be sent to Ellen Banner at her address below, by hard copy and electronic copy, and an electronic copy shall also be sent to Jean H. Regna, at regna.jean@epa.gov.

Ellen Banner
U.S. Environmental Protection Agency
Emergency and Remedial Response Division
Response and Prevention Branch
2890 Woodbridge Avenue
Edison, New Jersey 08837
(732) 321-4338
banner.ellen@epa.gov

37. Following its receipt of the SEP Report required above, EPA will either (a) accept the SEP Report or (b) reject the SEP Report, notify the Respondent, in writing, of questions EPA has and/or deficiencies therein and grant Respondent an additional short period of time, which shall be reasonable under the then-existing circumstances (fifteen (15) days at a minimum), in which to answer EPA's inquiries and/or to correct any deficiencies in the SEP Report. EPA has the sole authority to determine whether costs expended are creditable to the SEP as herein required. (Deficiencies may include a determination by EPA that certain expenditures are not creditable to the SEP.)

38. Whether Respondent has complied with the terms of this CA/FO with regard to the successful and satisfactory implementation and/or operation of the SEP as herein required, including whether Respondent has made good faith and timely efforts to effect same, and whether costs expended are creditable to the SEP as herein required, shall be solely determined by EPA. Should EPA have any concerns about the satisfactory completion of the SEP, EPA will communicate those concerns in writing to Respondent and provide it with an opportunity to respond, and/or correct any of the deficiency(ies). If EPA makes a determination that the SEP has been satisfactorily completed, it will provide Respondent with written confirmation of the determination within a reasonable amount of time.

39. The SEP to be implemented by Respondent pursuant to this CA/FO has been accepted by EPA solely for purposes of settlement of this administrative proceeding. Nothing in this CA/FO is intended or is to be construed as a ruling on or determination of any issue related to any federal, state, or local permit.

40. Any public statement, oral or written, in print, film or other media, made by the Respondent, or by any officer, employee or agent of the Respondent, that makes reference to the SEP under this CA/FO shall include the following language: "This project was undertaken in connection with the settlement of an enforcement action initiated by the U.S. Environmental Protection Agency against Twin Lake Chemical Inc. under the Clean Air Act."

41. Respondent hereby certifies that, as of the date of its authorized signature on this Consent Agreement, it is not required to implement or complete the aforementioned SEP pursuant to any federal, State, or local law, or other requirement including federal or state rules. Respondent further certifies that, with the exception of this Consent Agreement, Respondent is not required to implement or complete the SEP set forth in this Consent Agreement by any agreement, grant, or as injunctive relief in this or any other suit, action or proceeding in any jurisdiction, and that Respondent had not instituted before June 2012 any of the work that is part of this SEP.

42. Respondent certifies that it has not received, and is not presently negotiating to receive, credit in any other enforcement action for the aforementioned SEP and that Respondent in good faith believes that the SEP is in accordance with the provisions of the "U.S. Environmental Protection Agency Supplemental Environmental Projects Policy 2015 Update."

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

44. Respondent shall not use or expend any money received from the United States government, as a grant or otherwise, directly to finance, implement, perform and/or operate any aspect or any portion of the aforementioned SEP.

45. EPA may, in the exercise of its discretion, grant an extension of the date(s) of performance established in this CA/FO with regard to any of requirements for the SEP, if good cause exists for such extension(s). If Respondent submits a request for extension, such request shall be accompanied by supporting documentation and be submitted to EPA no later than fourteen (14) days prior to any due date set forth in this CA/FO, or other deadline established pursuant to this CA/FO. Such extension, if any, shall be approved in writing.

46. Respondent shall be liable for stipulated penalties in the event Respondent fails to comply with the terms and conditions of this CA/FO including the performance, implementation, completion and operation of the SEP as set forth below in this paragraph:

- a. If the SEP is not undertaken, Respondent shall pay a stipulated penalty of \$99,672;
- b. If EPA determines that the SEP is satisfactorily completed, and Respondent has spent at least 90 percent of the total amount of money that it was required to expend for the SEP on expenditures that EPA determines are creditable toward the SEP (*i.e.* Respondent has spent \$89,705, provided EPA has determined said amount is creditable toward the SEP), Respondent shall not pay stipulated penalty for not having spent the full amount specified herein for the SEP.
- c. If EPA determines that the SEP is satisfactorily completed and implemented but Respondent has spent less than 90 percent of the amount of money required to be spent for the SEP on expenditures that EPA determines are creditable toward the SEP, Respondent shall pay a stipulated penalty equal to two hundred (200) percent of the difference between the required amount to be spent (\$99,672) and the amount

Respondent actually spent on expenditures that EPA determines are creditable toward said SEP.

- d. For any failure to timely submit any SEP Report, Respondent shall pay a stipulated penalty in the amount of \$150.00 for each day any such report is late up to the 30th day, and Respondent shall pay a stipulated penalty in the amount of \$500.00 for each day any such report is thereafter late, and such penalty(ies) shall continue to accrue from the first date such report(s) is untimely until said report(s) is submitted to EPA

47. All stipulated penalties are due and payable within thirty (30) days of Respondent's receipt of EPA's written demand for payment of the penalty(ies), unless Respondent provides EPA with a written explanation pursuant to Paragraph 48 below, and EPA waives or reduces the stipulated penalty. The method of payment shall be in accordance with the provisions of Paragraph 30. Interest and a late payment handling charge will be assessed in the same manner and in the same amounts as specified in Paragraph 31 above. Penalties shall accrue as provided above regardless of whether EPA has notified the Respondent of the violation or made a demand for payment, but need only be paid upon demand.

48. After receipt of a demand from EPA for stipulated penalty(ies) pursuant to the above paragraph, Respondent shall have twenty (20) days in which to provide EPA with a written explanation of why it believes that a stipulated penalty(ies) is not due and owing, or is not appropriate, for the cited violation(s) of the terms and conditions of this CA/FO (including any technical, financial or other information that Respondent deems relevant).

49. EPA may, in the exercise of its sole discretion, waive or reduce any stipulated penalty due if Respondent has in writing demonstrated to EPA's satisfaction good cause for such action. If, after review of Respondent's submission pursuant to the preceding paragraph, EPA determines that Respondent has failed to comply with the terms and conditions of this CA/FO and concludes that the demanded stipulated penalty(ies) is due and owing, and further EPA has not waived or reduced the demanded stipulated penalty(ies), EPA will notify Respondent, in writing, of its decision regarding the stipulated penalty(ies). Respondent shall then, within thirty (30) days of receipt thereof, pay the stipulated penalty amount(s) indicated in EPA's notice. (EPA may also in its discretion, *sua sponte*, decide not to demand stipulated penalties.)

50. Failure of Respondent to pay any stipulated penalty(ies) demanded by EPA pursuant to this CA/FO may result in referral of this matter to the United States Department of Justice or the United States Department of the Treasury for collection or other action provided by applicable law.

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

General Provisions

52. This CAFO is being voluntarily and knowingly entered into by the parties in full settlement of Respondent's alleged violations of the CAA set forth above in the Findings of Fact and EPA Conclusions of Law.

53. 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. This CAFO shall not affect the right of the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law other than injunctive or equitable relief for the violations resolved herein. Except for the alleged violations resolved herein, compliance with this CAFO shall not be a defense to any actions subsequently commenced pursuant to federal laws and regulations administered by EPA, and it is the responsibility of Respondent to comply with such laws and regulations.

54. This CAFO and any provision herein is not intended to be an admission of liability in any adjudicatory or administrative proceeding except in an action, suit, or proceeding to enforce this CAFO or any of its terms and conditions.

55. Respondent explicitly waives any right to request a hearing as to the matters addressed herein and/or contest any allegations in this Consent Agreement and explicitly waives any right to appeal the attached Final Order.

56. Each party hereto shall bear its own costs and attorneys' fees in the action resolved by this CAFO.

57. This CAFO shall be binding on Respondent and its successors and assignees.

58. Each of the undersigned representatives to this CAFO certifies that he or she is duly authorized by the party whom he or she represents to enter into the terms and conditions of the CAFO and to bind that party to it.

59. Respondent consents to service upon Respondent of a copy of this CAFO by any EPA employee, in lieu of service made by the EPA Region 2 Regional Hearing Clerk.

In the Matter of Twin Lake Chemical, Inc.
Docket Number CAA-02-2016-1202

For Respondent
Twin Lake Chemical, Inc.

James D Hodan
Signature

Date: 9-28-16

JAMES D HODAN
Name (Printed or Typed)

PRESIDENT
Title (Printed or Typed)

In the Matter of Twin Lake Chemical, Inc.
Docket Number CAA-02-2016-1202

For Complainant
U.S. Environmental Protection Agency, Region 2



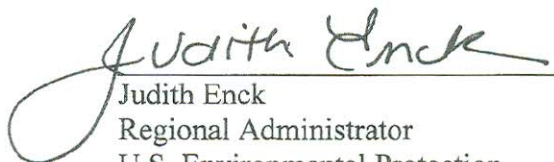
Walter Mugdan, Director
Emergency and Remedial Response Division
U.S. Environmental Protection Agency, Region 2

Date: September 28, 2016

In the Matter of Twin Lake Chemical, Inc.
Docket Number CAA-02-2016-1202

FINAL ORDER

The Regional Administrator of the U.S. Environmental Protection Agency, Region 2, ratifies the foregoing Consent Agreement. The Consent Agreement, entered into by the Complainant and Respondent to this matter, is hereby approved, incorporated herein, and issued as a Final Order. The effective date of this Order shall be the date of filing with the Regional Hearing Clerk, U.S. Environmental Protection Agency, Region 2, New York, New York.

A handwritten signature in black ink that reads "Judith Enck". The signature is written in a cursive style and is positioned above a horizontal line.

Judith Enck
Regional Administrator
U.S. Environmental Protection
Agency – Region 2
290 Broadway
New York, New York 10007-1866

Date: 9.28.16

In the Matter of Twin Lake Chemical, Inc.
Docket Number CAA-02-2016-1202

ATTACHMENT 1
SUPPLEMENTAL ENVIRONMENT PROJECT
LIST OF EQUIPMENT

CITY OF LOCKPORT FIRE DEPARTMENT

OFFICE OF TRAINING AND SAFETY

M.T.O. LUCA C.P. QUAGLIANO, AEMT-P

ONE LOCKS PLAZA

LOCKPORT, NY 14094

OFFICE: 716-439-6662 / CELL: 716-225-7352

EMAIL: LQUAGLIANO@LOCKPORTNY.GOV



9/22/2016

To whom it may concern,

In response to the EPA's involvement with Twin Lakes Chemical Company in Lockport New York, attached you will find a list of equipment in the form of two quotes. One will be from DIVAL Safety & Supplies, and the other from Motorola Solutions. These two quotes represent accurate and detailed lists of emergency response equipment that will be utilized by the Lockport Fire Department to mitigate emergencies that occur within city limits, including responses to Twin Lake Chemical Company if ever needed.

If any questions arise as to the exact purpose or utilization of any of the equipment listed, please do not hesitate to contact my office.

Sincerely,



Luca C.P. Quagliano



The #1 Name in Safety & Industrial Supplies



Dival Safety Equipment, Inc. • 1721 Niagara Street • Buffalo, New York 14207 • Tel 800.343.1354 • Tel 716.874.9060 • Fax 716.874.4686

Dival is devoted to the safety of your employees and committed to the bottom line of our clients.

Quotation

Page 1 of 2 | Date: 09/22/2016

Customer Information

ATTN: Luca Quagliano
 Customer: CITY OF LOCKPORT FIRE DEPT.
 Customer #: 01-101787
 Address: LOCKPORT MUNICIPAL BLDG.
 ONE LOCKS PLAZA
 LOCKPORT, NY 14094
 E-Mail: lquagliano@lockportny.gov
 Phone: (716) 439-6613

Quote Information

Quote Number: DS-74620-Q0H6
 Expiration Date: 9/29/2016
 Terms: NET 30 DAYS
 Lead Time: TBA
 Carrier: OUR DELIVERY
 CSR Rep: Kris Overfield
 koverfield@divalsafety.com
 Sales Rep: Nick Radlich
 nradlich@divalsafety.com

ITEM #	DESCRIPTION	QTY	PRICE	U/M	TOTAL
C3-NS	Pipe repair kit comes with one of each - non-sparking 5" PIPE PATCH 6" PIPE PATCH 8" PIPE PATCH 9" X 22" EXTRA FOAM 8" X 12" EXTRA RUBBER TOOL PACK CARRYING CASE TOOL PACK NON SPARKING	1.00	\$754.00	KT	\$754.00
C2-NS	Leak Control Kit for pipes external patches - non-sparking kit - one of each Item 1/2" PIPE PATCH 3/4" PIPE PATCH 1" PIPE PATCH 1-1/4" PIPE PATCH 1-1/2" PIPE PATCH 2" PIPE PATCH 2-1/2" PIPE PATCH 3" PIPE PATCH 3-1/2" PIPE PATCH 4" PIPE PATCH 18" X 22" EXTRA FOAM 8" X 12" EXTRA RUBBER TOOL PACK CARRYING CASE TOOL PACK NON SPARKING	1.00	\$800.00	KT	\$800.00
F-1	First on Scene Plug Kit	1.00	\$340.00	KT	\$340.00
AEECNS	Edwards and Cromwell universal leak control kit, non-spark	1.00	\$872.00	EA	\$872.00
1SFXL	OneSuit Flash Level A haz-mat suit, XL	4.00	\$2,765.70	EA	\$11,062.80
1SPFXL	OneSuit Flash Level A haz-mat suit, 2XL	4.00	\$2,983.75	EA	\$11,935.00
22406M	ONEGlove universal cuff, XL	4.00	\$175.50	PR	\$702.00
22407M	ONEGlove universal cuff, 2XL	4.00	\$175.50	PR	\$702.00
571020	Chemical Classifier Kit	1.00	\$172.50	EA	\$172.50
M8B3-A1C112E-42M	MultiRae LEL, CO, H2S, O2 wireless w/accessories / confined space and calibration (4-gas + Iso) KIts	1.00	\$4,927.60	EA	\$4,927.60
HMS42	DQE chemical resistant 8" decon brush	4.00	\$16.80	EA	\$67.20
HMS44	DQE decon brush handle, 60"	4.00	\$15.75	EA	\$63.00
HMS50DQE	DQE decon responder brush	4.00	\$8.75	EA	\$35.00
99401	Kappler Chemtape 2" X 60" yds, yellow, 24/cs	6.00	\$32.75	RL	\$196.50
8233010	TINGLEY HAZPROOF BOOTS SZ 10	2.00	\$82.90	PR	\$165.80
8233011	TINGLEY HAZPROOF BOOTS SZ 11	2.00	\$82.90	PR	\$165.80
8233012	TINGLEY HAZPROOF BOOTS SZ 12	2.00	\$82.90	PR	\$165.80
8233013	TINGLEY HAZPROOF BOOTS SZ 13	2.00	\$82.90	PR	\$165.80
M-75	NPS oil only sorbent pad, 16X18, blue, 100/cs	1.00	\$70.95	CS	\$70.95
S2-75	NPS heavy weight Pad 16X18 Hazmat, yellow, 100/cs	1.00	\$83.50	CS	\$83.50

Rochester 845 West Ave. BLDG 7 Rochester NY 14611	Syracuse 6179 East Molloy Rd E. Syracuse, NY 13057	Pittsburgh 311 South Central Ave Canonsburg, PA 15317	Boston 31 Loring Road Framingham, MA 01702	Ft. Lauderdale 4703 SW 51st St Dawke, FL 33314	Houston 3131 Federal Rd Pasadena, TX 77504
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Quotation

Page 2 of 2 | Date: 09/22/2016

M-34	NPS Premium Oil-Only 3In.x4ft. absorbent sock, blue, 40/cs	2.00	\$78.00	CS	\$156.00
S2-30	NPS hazmat sock 3" X 4', yellow, 15/cs	4.00	\$54.45	CS	\$217.80
M-51S	NPS Oil-Only Sock-in-Net Boom, 8" x 10', 4/bag, white	3.00	\$93.45	BG	\$280.35
888002	Spilfyter Gran-Zorb all purpose industrial sorbent, 30 lb bag	6.00	\$9.75	BAG	\$58.50
SS104MD	NORTH SILVER SHIELD GLOVES MD, 50 pr/cs	50.00	\$4.85	PR	\$242.50
****COMMENT**** Gloves MUST be purchased by the case 50/cs..price is the same for XS-XL					
MAT214	New Pig heavyweight absorbent stat-mat, 15" x 20", 100/cs	1.00	\$121.00	CS	\$121.00
AK2210	Mapa knit lined nitrile glove, green, 14", XL, 72/cs	8.00	\$5.75	PR	\$46.00
AK2211	Mapa knit lined nitrile glove, green, 14", 2XL, 72/cs	8.00	\$5.75	PR	\$46.00
****COMMENT**** AK22 gloves same price on all sizes					
V10MD	Mapa Pylox disposable vinyl gloves, yellow, MD	144.00	\$1.13	PR	\$162.72
****COMMENT**** MUST PURCHASE CS QTY 144/CS FOR ALL SIZES PRICE STAYS THE SAME					
65131(SIZE)	MAPA BUTOFLEX 651 Butyl Unsupported Gloves, black, 6/CS Medium weight, 20-mil, unlined gloves with unique Z-pattern design for secure grip in handling items in wet environment. Features rolled cuff to catch drips and attach gloves to chemical suits. Ergonomic design offers comfort, dexterity and tactility. Offers chemical resistance against very corrosive acids, ketones, esters and amine derivatives. 14" length. MUST BE PURCHASED IN CS QTY	6.00	\$26.75	PR	\$160.50
****COMMENT**** MUST PURCHASE CASE QTY 6/CS, ALL SIZES SAME PRICE					
80582601	Mobile air cart w/ 4 outlets, hansen, no cylinders	1.00	\$2,272.00	EA	\$2,272.00
80472301	SCOTT 4500 PSIG 60 MINUTE CARBON CYLINDER	8.00	\$1,302.00	EA	\$10,416.00
30010100	Scott supplied hose assembly w/ hansen fittings, 100'	3.00	\$361.20	EA	\$1,083.60
20121505	Scott high temp AV3000 mask w/ bracket right side, MD	8.00	\$319.20	EA	\$2,553.60
20127501	Scott Epic 3 voice amp	4.00	\$415.80	EA	\$1,663.20
64141	GMI PS200 gas detector, LEL, O2, H2S, CO, w/ pump	1.00	\$798.00	EA	\$798.00
GR40T9215104LG	Microchem 4000 entry neoprene suit w/ face seal, LG, 6/cs	3.00	\$316.00	CS	\$948.00
****COMMENT**** SAME PRICE ON SIZES SM-XXL, ADD \$20 PER CS LARGER THAN 2XL					
1533BLK15/16	Akron 1-1/2" sabrejet nozzle w/ 15/16" tip	4.00	\$875.00	EA	\$3,500.00
****COMMENT**** PLEASE PROVIDE WHATS ORANGE ON NOZZLE ONCE ORDER IS PLACED					
SAR424060331001	Scott SKA-PAK	4.00	\$2,760.00	EA	\$11,040.00
8003046	Scott X380 Camera, 2x4 zoom Hot Cold, 2 bat. & truck chg.	1.00	\$8,100.00	EA	\$8,100.00

Quote Total: \$77,313.02

Rochester
845 West Ave. BLDG 7
Rochester, NY 14611

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6179 East Molloy Rd
E. Syracuse, NY 13057

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311 South Central Ave
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Quote Number: QU0000377241
 Effective: 22 SEP 2016
 Effective To: 21 NOV 2016

Bill-To:
 TWIN LAKES CHEMICAL
 520 MILL STREET
 LOCKPORT, NY 14094
 United States

Ultimate Destination:
 CITY OF LOCKPORT FIRE DEPARTMENT
 1 LOCKS PLAZA
 LOCKPORT, NY 14094
 United States

Attention:
 Name: Luca C. P. Quagliano
 Email: lquagliano@lockportny.gov
 Phone: (716) 439-6662
 Fax: (716) 439-6612

Sales Contact:
 Name: Stephen Kessner
 Email: skessner@skywave.org
 Phone: (585) 484-8400

Contract Number: NEW YORK STATE CONTRACT
Freight terms: FOB Destination
Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	8	H51QDF9PW6AN	APX 4000 UHPRI MHZ MODEL 2 PORTABLE	\$1,906 00	\$1,120 00	\$8,960 00
1a	8	QA04865AA	ADD: TWO KNOB CONFIGURATION	-	-	-
1b	8	QA02756AB	ENH: 3600 OR 9600 TRUNKING BAUD SIN	\$1,570 00	\$1,256 00	\$10,048 00
1c	8	H885BK	ADD: 3 YEAR SERVICE FROM THE START LIFE	\$84 00	\$84 00	\$672 00
1d	8	I1842BJ	ADD: SINGLE UNIT PACKAGING	-	-	-
1e	8	G996AZ	ADD: PROGRAMMING OVER P25 (OTAP)	\$100 00	\$80 00	\$640 00
2	8	NNTN8128BR	BATT IMPRES LIION 2000T	\$102 00	\$76 50	\$612 00
3	8	WPLN4232A	CHARGER, SINGLE-UNIT, IMPRES, 1 25A, 115VAC, US/NA	\$69 30	\$51 98	\$415.84
4	1	WPLN4212B	IMPRES MUC CHARGER WITH 1 DISPLAY - US/NA PLUG	\$495 00	\$371 25	\$371.25
5	8	PMMN4065A	MICROPHONE,IMPRES RSM, IP57	\$106 70	\$80 03	\$640 24

Total Quote in USD

\$22,359.33

THIS QUOTE IS BASED ON THE FOLLOWING:

1 This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.

If you wish to purchase the quoted products, Motorola Solutions, Inc. ("Motorola") will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.

Thank you for your consideration of Motorola products.

- 2 Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.
- 3 Purchaser will be responsible for shipping costs, which will be added to the invoice.
- 4 Prices quoted are valid for thirty(30) days from the date of this quote.
- 5 Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2

In the Matter of

Twin Lake Chemical, Inc.,

Lockport, New York,

Respondent.

Docket No. CAA-02-2016-1202

CERTIFICATE OF SERVICE

This is to certify that I have this day caused (or am causing) to be sent the foregoing fully executed Consent Agreement and Final Order, in the following manner to the respective addressees below:

Original and One Copy

By Hand:

Office of Regional Hearing Clerk
U.S. Environmental Protection Agency
Region 2
290 Broadway, 16th Floor
New York, New York 10007

Copy by Certified Mail -
Return Receipt Requested

Steven Ricca, Esq.
Bond, Schoeneck, & King
Avant Building – Suite 900
200 Delaware Avenue
Buffalo, NY 14202-2107

Dated: 9/29/16
New York, New York

