

EPA ENFORCEMENT ACCOUNTS RECEIVABLE CONTROL NUMBER FORM FOR ADMINISTRATIVE ACTIONS

This form was originated by Wanda I. Santiago for Christine M. Foot
Name of Case Attorney

4/15/11
Date

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

Case Docket Number EPCRA-01-2010-0074

Site-specific Superfund (SF) Acct. Number _____

This is an original debt This is a modification

Name and address of Person and/or Company/Municipality making the payment:

Cascades Boxboard Group, CT LLC
130 Inland Road
Versailles, CT 06383

Total Dollar Amount of Receivable \$ 79,000 Due Date: 5/14/11

SEP due? Yes No Date Due _____

Installment Method (if applicable)

INSTALLMENTS OF:

- 1ST \$ _____ on _____
- 2nd \$ _____ on _____
- 3rd \$ _____ on _____
- 4th \$ _____ on _____
- 5th \$ _____ on _____

For RHC Tracking Purposes:

Copy of Check Received by RHC _____ Notice Sent to Finance _____

TO BE FILLED OUT BY LOCAL FINANCIAL MANAGEMENT OFFICE:

IFMS Accounts Receivable Control Number _____

If you have any questions call: _____
in the Financial Management Office

_____ Phone Number



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Region 1

5 Post Office Square, Suite 100

Boston, MA 02109-3912

April 14, 2011

BY HAND

Wanda I. Santiago, Regional Hearing Clerk
U.S. Environmental Protection Agency-Region 1
5 Post Office Square, Suite 100
Mail Code OES04-2
Boston, MA 02109-3912

Re: Cascades Boxboard Group – Connecticut LLC
Docket No. EPCRA-01-2010-0074

Dear Ms. Santiago:

Enclosed for filing, please find a Consent Agreement and Final Order (CAFO) settling the matter referenced above.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink that reads "Christine M. Foot".

Christine M. Foot
Enforcement Counsel
EPA Region 1

Enclosures

Cc: Karen A. Mignone, Esq.

RECEIVED
APR 14 2011
EPA ORC
Office of Regional Hearing Clerk

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1
BEFORE THE ADMINISTRATOR**

RECEIVED

APR 14 2011

EPA ORC
Office of Regional Hearing Clerk

In the Matter of:)

CASCADES BOXBOARD GROUP)

– CONNECTICUT LLC)

130 Inland Road)

Versailles, CT 06383)

Respondent.)
_____)

Docket No. EPCRA-01-2010-0074

**CONSENT AGREEMENT
AND FINAL ORDER**

CONSENT AGREEMENT AND FINAL ORDER

Complainant, the United States Environmental Protection Agency (“EPA”), having filed the Complaint herein against Respondent, Cascades Boxboard Group – Connecticut LLC (“Cascades Boxboard” or “Respondent”), the Parties herein; and

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

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

Preliminary Statement

1. EPA initiated this proceeding for the assessment of a civil penalty of \$138,866, pursuant to Section 325(c) of the Emergency Planning and Community Right-to-Know Act of 1986 (“EPCRA”), 42 U.S.C. § 11045, the regulations promulgated thereunder, found at 40 C.F.R. Parts 370 and 372, and the Consolidated Rules of Practice Governing the Administrative

Assessment of Civil Penalties, Issuance of Compliance or Corrective Action Orders, and the Revocation, Termination or Suspension of Permits, 40 C.F.R. Part 22.

2. The Complaint alleged that Respondent violated Sections 312 and 313 of EPCRA, 42 U.S.C. §§ 11022 and 11023, the regulations concerning submission of chemical inventory (“Tier II”) forms for the hazardous chemical sulfuric acid, stored at Respondent’s facility in Versailles, Connecticut (“Facility”) (within the Town of Sprague, Connecticut) in a quantity that exceeded the minimum threshold level of 500 pounds set forth in 40 C.F.R. § 370.20(b)(1), and the regulations concerning the submission of toxic release inventory forms (“Form Rs”) for the chemicals vinyl acetate, chlorine dioxide, and nitrate compounds that were manufactured, processed, or otherwise used at the Facility in quantities equal to or greater than the threshold amounts established for these chemicals at 40 C.F.R. § 372.25.

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

4. Respondent stipulates that EPA has jurisdiction over the subject matter alleged in the Complaint and that the Complaint states a claim upon which relief can be granted against Respondent. Respondent waives any defenses it might have as to jurisdiction and venue and consents to the terms of this Consent Agreement and Final Order.

5. Respondent neither admits nor denies the specific factual allegations contained in the Complaint.

6. Respondent hereby waives its right to a judicial or administrative hearing on any issue of law or fact set forth in the Complaint.

7. Respondent waives its right to appeal any Final Order in this matter, and consents to the issuance of a Final Order without further adjudication.

8. Respondent has demonstrated to the satisfaction of EPA that it has complied with the reporting requirements that formed the basis of Count I and Counts III through VI of the Complaint and has provided EPA with exculpatory evidence relating to Count II.

9. Respondent consents to the issuance of this Consent Agreement and Final Order hereinafter recited and consents for purposes of settlement to the payment of the civil penalty cited in paragraph 10 and to the performance of the supplemental environmental project (“SEP”) hereinafter described.

Terms of Settlement

Penalty

10. Pursuant to Section 325(c) of EPCRA, 42 U.S.C. § 11045(c), based on the nature of the violations, Respondent’s cooperative attitude, Respondent’s agreement to perform a SEP, and other relevant factors, EPA has determined that an appropriate civil penalty to settle this action is in the amount of \$78,000.

11. Respondent agrees to submit payment of the penalty within thirty (30) days of the effective date of this Consent Agreement and Final Order. Respondent’s payment may be made by submitting a cashier’s or certified check, to the order of the “Treasurer, United States of America,” in the amount of \$78,000, to:

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

If payment is made by check, Respondent shall note the case name and docket number (“In re: Cascades Boxboard Group – Connecticut LLC, EPCRA-01-2010-0074”) on the check.

Respondent’s \$78,000 payment may also be made by wire transfer to the account below:

Federal Reserve Bank of New York
33 Liberty Street
New York NY 10045
ABA: 021030004
Account: 68010727
SWIFT address: FRNYUS33

If payment is made by wire transfer, Field Tag 6000 of the Fedwire message must include the docket number (EPCRA-01-2010-0074) of this Settlement Agreement, and Field Tag 4200 must read: “D 68010727 Environmental Protection Agency.”

Respondent must also send a copy of the check or wire transfer receipt and an accompanying cover letter, noting the case name and docket number, by certified mail to:

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

and

Christine Foot, Enforcement Counsel
Office of Environmental Stewardship
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100
Mail Code OES04-2
Boston, MA 02109-3912

12. Pursuant to 31 U.S.C. § 3717, EPA is entitled to assess interest and penalties on debts owed to the United States and a charge to cover the cost of processing and handling a delinquent claim. In the event that the civil penalty is not paid when due, the penalty shall be payable, plus accrued interest, without demand. Interest shall be payable at the rate of the United States Treasury tax and loan rate in accordance with 31 C.F.R. § 901.9(b)(2) and shall accrue from the original date on which the penalty was due to the date of payment. In addition, a penalty charge of six percent per year will be assessed on any portion of the debt which remains delinquent more than ninety (90) days after payment is due. However, should assessment of the penalty charge on the debt be required, it will be assessed as of the first day payment is due under 31 C.F.R. § 901.9(d).

13. All penalties, interest, and charges payable pursuant to this Consent Agreement and Final Order shall represent civil penalties within the meaning of 26 U.S.C. § 162(f) and shall not be tax deductible for purposes of federal, state, or local law.

Supplemental Environmental Project

14. **Project.** Respondent shall undertake and complete the following SEP, which will enhance the emergency planning and chemical spill response capabilities for first response agencies within the Town of Sprague and neighboring areas in Connecticut, and which the parties agree is intended to secure significant environmental and public health protection and benefits.

15. Respondent shall provide response equipment and training, including conducting a response exercise, to the Town of Sprague, Connecticut as more specifically described in the

“Scope of Work,” attached hereto as Exhibit A, and incorporated herein by reference. In order to complete the SEP, Respondent will:

- a. Purchase and provide to the Town of Sprague the emergency response equipment described within the “Equipment” section of the Scope of Work, by issuing purchase orders for the equipment within sixty (60) days of the effective date of this Consent Agreement and Final Order and by completing the purchase and donation of the equipment within six (6) months of the effective date of this Consent Agreement and Final Order, as provided for in the Scope of Work;
- b. Conduct the two (2) training classes identified within the “Training” section of the Scope of Work, which will be offered to emergency responders from the Town of Sprague and surrounding communities in the region, within twenty-four (24) months of the effective date of this Consent Agreement and Final Order, although every effort will be made to complete this task within eighteen (18) months of the effective date; and
- c. Conduct an emergency response exercise, as provided for within the “Spill Exercise” section of the Scope of Work, within thirty-six (36) months of the effective date of this Consent Agreement and Final Order, although every effort will be made to complete this task within twenty-four (24) months of the effective date. Cascades will make efforts to coordinate this drill with regional response resources, as provided for the Scope of Work, but its drill will not be dependent on any other entity’s participation.

The parties acknowledge that Respondent will engage a consultant to implement the training classes and emergency response exercise drill; however, Respondent is responsible for the performance of all aspects of the SEP.

16. Respondent shall use best efforts to ensure that all manufacturer and dealer warranties for the donated equipment run to the benefit of the recipient of the equipment.

17. The total expenditure for the SEP shall be not less than forty thousand dollars (\$40,000), in accordance with the specifications set forth in Scope of Work. Respondent shall include documentation of the expenditures made in connection with the SEP as part of the Interim Reports and the SEP Completion Report, as described in paragraphs 19 and 20 herein.

18. Respondent certifies that, as of the date of this Consent Agreement and Final Order, 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 agreement, grant, or as injunctive relief in any other case. Respondent further certifies that it has not applied for or received, and will not in the future apply for or receive, credit as a SEP or other penalty offset in any other enforcement action (whether brought by the federal government or not) for the SEP.

19. **Interim Reports.** Respondent, or its designee, shall submit written reports upon the completion of each of the first two major components of the SEP (Equipment and Training), describing the work completed and itemizing expenditures to-date. The Interim Reports will include copies of invoices documenting funds spent towards completion of the SEP. The reports shall be submitted to EPA by the later of the last day of the month following the completion of each component or within twenty (20) days of completion. Respondent agrees that failure to submit the Interim Reports shall be deemed a violation of this Consent Agreement and Final

Order, and Respondent shall become liable for stipulated penalties pursuant to paragraph 23 below.

20. **SEP Completion Report.** Respondent shall submit a SEP Completion Report within sixty (60) days of completion of the SEP, but in no event later than thirty-seven (37) months after the effective date of this Consent Agreement and Final Order. Respondent agrees that failure to submit the SEP Completion Report shall be deemed a violation of this Consent Agreement and Final Order and that Respondent shall become liable for stipulated penalties pursuant to paragraph 23 below. The SEP Completion Report shall contain the following information:

- a. A detailed description of the SEP as implemented;
- b. A description of any implementation problems encountered and the solutions thereto;
- c. Itemized costs, documented by copies of purchase orders and receipts or canceled checks, for implementing the SEP;
- d. Certification by Respondent that the SEP has been fully implemented pursuant to the provisions of this Consent Agreement and Final Order and confirmation by the Town of Sprague that all required equipment has been received in good and functional condition, and that the training and exercise drill were completed in accordance with the Scope of Work; and
- e. A description of the environmental and public health benefits resulting from the implementation of the SEP.

21. Respondent shall submit notices, submissions, and reports required by this Consent Agreement and Final Order to Ms. Foot at the address set forth in paragraph 11 above, by First Class mail or any other commercial delivery service.

22. Following receipt of any Interim Report and of the SEP Completion Report, described in paragraphs 19 and 20 respectively, EPA will either accept the Report or reject the Report and notify the Respondent, in writing, of deficiencies in the Report and any additional actions and/or information required to be taken or supplied by Respondent.

- a. If Respondent objects to any EPA notification of deficiency or disapproval given pursuant to this paragraph, Respondent shall notify EPA in writing of its objection within ten (10) days of receipt of such notification. EPA and Respondent shall have an additional thirty (30) days from the receipt of such notification 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 shall be final and binding upon Respondent, unless Respondent invokes the formal dispute resolution procedures of paragraph 22.b.
- b. Respondent may invoke formal dispute resolution by sending written notice to EPA on or before five (5) days following the receipt of EPA's written decision referred to in paragraph 22.a above. Respondent will then file with the EPA's Director of the Office of Environmental Stewardship, with a copy to Ms. Foot, within twenty (20) days of the receipt of EPA's written decision referred to in paragraph 22.a above, a written statement of position together with factual data, analysis, supporting documentation, and argument supporting its position. Within thirty (30) days after receiving Respondent's statement of position, EPA will file with the Director of the Office of Environmental Stewardship, and serve on Respondent, EPA's statement of position, including any factual data, analysis, supporting documentation, and

argument relied upon by EPA. Respondent may then file, within ten (10) days of receipt of EPA's statement of position, a rebuttal limited to issues raised by EPA's statement of position and not addressed in Respondent's statement of position. The Director of the Office of Environmental Stewardship will issue the final written decision of EPA, which shall be binding on the parties.

- c. Respondent agrees to comply with any requirements imposed by EPA's notification of deficiency or disapproval or, if such notification is formally disputed by Respondent, by the final written decision of EPA. Respondent shall not be liable for stipulated penalties during the pendency of a formal dispute. In the event either the SEP or the SEP Completion Report is not completed as contemplated hereby, as determined by EPA, stipulated penalties shall be due and payable by Respondent to EPA in accordance with paragraph 23 below.

23. Failure to Comply with Terms of Agreement

- a. In the event that Respondent fails to comply with any of the terms or provisions of this Agreement relating to the performance of the SEP described in paragraphs 14 through 18 above, and except as set out in paragraph 24 below, and/or to the extent that the actual expenditures for the SEP do not equal or exceed the cost of the SEP set forth in paragraph 17, Respondent shall be liable for stipulated penalties according to the provisions set forth below:
 - i. Except as provided in paragraph 23.a.ii immediately below, if the SEP has not been completed satisfactorily pursuant to this Consent Agreement and Final Order, Respondent shall pay a stipulated penalty to the United States in the

amount equal to the amount of \$40,000, plus interest from the effective date of the Consent Agreement and Final Order.

- ii. If the SEP is not completed in accordance with paragraphs 14 through 18 above, but EPA determines that the Respondent: a) made good faith and timely efforts to complete the project; and b) certifies, with supporting documentation, that 90 percent of the amount of money which was required to be spent was expended on the SEP, Respondent shall not be liable for any stipulated penalty.
- iii. If the SEP is completed in accordance with paragraphs 14 through 18 above, but the Respondent spent less than 90 percent of the amount of money required to be spent for the SEP, Respondent shall pay a stipulated penalty to the United States in the amount equal to two times the difference between the amount of money which was supposed to be spent on the Project (\$40,000), as described in paragraphs 14 through 18, and the actual amount spent on the Project, plus interest from the date of the effective date of the Consent Agreement and Final Order.
- iv. For failure to submit any Interim Report required by paragraph 19 above, Respondent shall pay a stipulated penalty in the amount of \$100 for each day after the report was originally due until the report is submitted.
- v. For failure to submit the SEP Completion Report, required by paragraph 20 above, Respondent shall pay a stipulated penalty in the amount of \$150 for each day it is late until the report is submitted.

- b. In the event that EPA does not agree that the SEP has been satisfactorily completed and that the Respondent has made a good faith, timely effort to implement the SEP, EPA will notify Respondent in writing of its decision and such dispute shall be resolved in accordance with the dispute resolution provisions set out in paragraph 22.b, if timely invoked by Respondent.
- c. Respondent shall pay stipulated penalties within thirty (30) days of receipt of written demand by EPA for such penalties. Stipulated penalties shall begin to accrue on the day after performance is due, and shall continue to accrue through the final day of the completion of the activity. Method of payment shall be in accordance with the provisions of paragraphs 11 above. Interest and late charges shall be paid as stated in paragraph 12 herein.

24. **Delays**

- a. If any event occurs which causes or may cause delays in the completion of the SEP as required under this Consent Agreement and Final Order, Respondent shall notify EPA in writing, mailed Certified Mail, return receipt requested, not more than ten (10) days after the delay or Respondent's knowledge of the anticipated delay, whichever is earlier. The notice shall describe in detail the anticipated length of the delay, the precise cause or causes of the delay, the measures taken and to be taken by Respondent to prevent or minimize the 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 the Respondent's right to request an extension of its obligation under this Consent Agreement and Final Order based on such incident.

- b. If the parties agree that the delay or anticipated delay in compliance with this Consent Agreement and Final Order has been or will be caused by circumstances 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 Consent Agreement and Final Order has been or will be caused by circumstances beyond the control of the Respondent, EPA will notify Respondent in writing of its decision and any delays in the 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 the Respondent shall rest with the Respondent. Increased costs or expenses associated with the implementation of actions called for by this Consent Agreement and Final Order shall not, in any event, be a basis for changes in this Consent Agreement and Final Order or extensions of time under paragraph 24.b. Delay in achievement of one interim step shall not necessarily justify or excuse delay in achievement of subsequent steps, unless Respondent demonstrates that such compliance date or dates would necessarily be delayed.

- e. If the parties agree that compliance with any portion of the SEP described in paragraphs 14 through 18 of this Consent Agreement and Final Order cannot be completed due to circumstances beyond the control of Respondent, the SEP may be modified or another SEP project may be proposed by Respondent, subject to the approval of EPA. Any such additional SEP shall be in compliance with the requirement of EPA's SEP Policy as determined by EPA. In such event, the parties shall stipulate to such modification and execute a Consent Agreement and Final Order effecting such change.
- f. Stipulated penalties shall not accrue for any delays approved by EPA under paragraph 24.
25. 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.
26. Any public statement, oral or written, including on a website, in which Respondent refers to the SEPs 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 alleged violations of the Emergency Planning and Community Right-to-Know Act."

General Provisions


27. In accordance with 40 C.F.R. § 22.31(b), the effective date is the date on which this Consent Agreement and Final Order is filed with the Regional Hearing Clerk.
28. Respondent shall bear its own costs and attorney's fees in connection with the action resolved by this Consent Agreement and Final Order.

29. Payment of the penalties, interest, or other charges does not waive, suspend, or modify the responsibility of Respondent to comply with the requirements of all of the federal laws and regulations administered by EPA and, except as provided in paragraph 30 herein, shall not be a defense to any actions subsequently commenced pursuant to said laws and regulations.

30. This Consent Agreement and Final Order constitute a settlement by EPA of all claims for civil penalties pursuant to Section 325 of EPCRA for the violations of EPCRA alleged in the Complaint. Compliance with this Consent Agreement and Final Order 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. This Consent Agreement and Final Order in no way relieves Respondent or its employees of any criminal liability. Nothing in the Consent Agreement and Final Order shall be construed to limit the authority of the United States to undertake any action against Respondent in response to conditions which may present an imminent and substantial endangerment to the public health, welfare, or the environment.

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

For Complainant:



Joanna Jerison
Legal Enforcement Manager
Office of Environmental Stewardship
U.S. EPA, Region I

Date: 4/13/11

For Respondent


Ghislain Levesque, General Manager
Cascades Boxboard Group –
Connecticut LLC

Date: APRIL 07/2011


Christine Foot
Enforcement Counsel
Office of Environmental Stewardship
U.S. EPA, Region I

Date: 4/8/11



Karen A. Mignone, Esquire
Verrill Dana LLP

Date: 6 April 2011

III. Final Order

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

Date: April 14, 2011



Jill T. Metcalf
Acting Regional Judicial Officer
U.S. Environmental Protection Agency, Region I

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION I

In the Matter of:)

CASCADES BOXBOARD GROUP)
—CONNECTICUT LLC)
130 Inland Road)
Versailles, CT 06383)

Respondent.)
_____)

) Docket No. EPCRA-01-2010-0074

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Consent Agreement and Final Order has been sent to the following persons on the date noted below:

Original and One Copy,
Hand Delivered:

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

Copy, Certified Mail, Return
Receipt Requested:

Karen A. Mignone, Esquire
Verrill Dana LLP
201 Washington St Suite 2330
One Boston Place
Boston, MA 02108

Dated: 4/14/11

Christine M. Foot

Christine Foot, Enforcement Counsel
Office of Environmental Stewardship
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100
Mail Code OES04-2
Boston, MA 02109-3912

APPENDIX A - SUPPLEMENTAL ENVIRONMENTAL PROJECT

CASCADES BOXBOARD GROUP – CONNECTICUT LLC EPCRA-01-2010-0074

Cascades Boxboard Group-Connecticut LLC (“Cascades”) is located in the Village of Versailles, within the Town of Sprague, CT. The plant manufactures boxboard used in consumer packaging from 100% post-consumer paper. Cascades received an Administrative Complaint arising under EPCRA alleging it violated certain reporting requirements under the statute. Cascades will perform this supplemental environmental project (“SEP”) as a component of its settlement with EPA.

BACKGROUND

Sprague has approximately 3500 residents and is comprised of three villages, Baltic, Versailles and Hanover. The town is served by an all-volunteer fire department and ambulance service (Baltic Fire Department). Sprague is bordered by the towns of Lisbon, Norwich, and Franklin in New London County and Scotland and Canterbury in Windham County to the north. Of all these towns, only Norwich maintains a full time fire department. Emergency services for all other surrounding communities are volunteer-based.

Numerous state highways, including routes 97, 138 and 207 as well as Interstate 395 pass through Sprague. The Providence & Worcester Railroad has active rail lines through Sprague. Chemicals and petrochemicals pass through Sprague on both highways and in railcars. While there are limited companies within Sprague that store reportable quantities of chemicals, many companies have on-site chemicals in quantities below the reporting threshold. Town officials, including the Sprague First Selectman and the Baltic Fire Chief, have expressed concern regarding the Town’s ability to provide a response to a large-scale emergency such as a chemical leak or major fire involving stored chemicals and its interest in having training provided for its personnel in this sort of emergency. However, the Town has also explained that the concern regarding spills focuses more on transportation accidents than on materials stored at facilities operating within its borders. The Town specifically identified a transportation accident involving hazardous chemicals in route to one of its local manufacturing operations as a priority concern. This SEP is designed to address that concern while also providing training and equipment for other types of spills.

The SEP includes providing equipment and training for Baltic and other area firefighters and then staging a multi-department spill exercise. The Town has upgraded much of its emergency response equipment including laptop computers, communication equipment and response vehicles, but does not have sufficient spill containment and control equipment. Some members of the Baltic Fire Department are trained to the Hazardous Materials Operations level, and the Baltic department is supported by a regional emergency response protocol, including spill response units from neighboring towns and a state-supported regional response team. Thus, this

proposal focuses on providing equipment and appropriate training for personnel designated by the Town, including emergency response personnel for immediate response to oil and chemical spills, concentrating on basic control, containment or confinement, decontamination and support of exposed populations and those who may be injured in the incident. The spill exercise will provide emergency responders with the opportunity to practice response techniques and gauge their preparedness. Additionally, Sprague recently upgraded its communications system allowing all departments to communicate via radio in event of emergency. This communication system connects Town management with police, fire, public works and school department personnel allowing orderly dissemination of information in the event of an emergency. The training exercise would have the added benefit of allowing the Town to test its new communication system. It will provide the Town with access to appropriate consultants to review the system and determine its effectiveness.

Sprague is located on the Shetucket River, part of the Thames River Watershed, which discharges to Long Island Sound. Because of the proximity of numerous waterways with connection to the Shetucket and Thames Rivers and Long Island Sound, the focus of the training and equipment is to provide primary containment and incident management until the arrival of the regional emergency response units. New London and Windham counties are served by the Connecticut Eastern Region Response Integrated Team ("CERRIT"). CERRIT is a multi-jurisdictional, multi-disciplined, all hazards response team. It was formed in 2003 to address any emergency incident, including chemical spill, event within New London and Windham counties. CERRIT provides rapid, advanced trained responders for any spill or chemical event in the region.

Responsibility for large-scale spill response and materials recovery would continue to rely on CERRIT and Connecticut Department of Environmental Protection approved commercial spill response services; however, for this system to be effective in protecting Connecticut waterways, it is necessary to have the equipment and training to implement containment and control as soon as possible after the release. Moreover, the response personnel providing the services need to be trained in both spill response and personal safety. The goal of this SEP is to provide the equipment and training to meet these needs, and then to undertake an exercise to determine the success of the program and to provide an opportunity to train with other regional response agencies.

Prior to and independent of the EPCRA citation, Cascades had decided to re-establish its own on-site firefighting force. The facility firefighters would provide initial response to an on-site event, but the Baltic Fire Department would also respond. Training and equipment for the on-site department, including spill training and other statutorily required training is and remains the responsibility of Cascades, and is not part of the training component of this SEP proposal.

SCOPE OF WORK

The SEP will provide certain town employees and emergency response personnel with appropriate equipment, education and training for large scale emergency response to a chemical or oil spill. The proposal is in three phases: specialized spill equipment acquisition, training, and a multi-department large-scale spill exercise. All timeframes referred to within the Scope of Work relate the effective date of the Consent Agreement and Final Order.

Phase I: Equipment (within six months)

Purchase and provide to the Town of Sprague the following specialized spill containment, control, decontamination and rescue equipment:

FIRE DEPARTMENT - Spill Containment

Maxiwedge Kit (1 unit) \$ 375.00

This kit is designed to provide multiple options for sealing leaks caused by punctures, gashes, slits and slashes in mobile and stationary tanks, containers and cylinders. It contains a variety of wedges and plugs designed to swell slightly when wet to optimize seals.

Hazmat Patch and Plug Kits (3 types)

Hazmat AE Kit with non-sparking tools \$ 760.00

Hazmat Kit C-1, standard tools \$ 580.00

Hazmat C-2 Kit \$ 550.00

These kits contain common components to stop temporary leaks from punctures, gashes, cracks and material failure. It also includes valves to allow containment or temporary piping to alternative locations, or flaring of materials, and a variety of materials such as putty, pipe-wrapping materials, tubing, cribbing, strapping and other materials adaptable to multiple uses for stopping or redirecting leaks.

Mutli-Use Hazmat Adapter (2 units) \$ 100.00

This valve can be used to provide hose links for a water source from tanker trucks for decontamination.

FIRE DEPARTMENT – Patient Management

SKED Basic Rescue System (1 unit) \$ 610.00

This is a litter designed for mass casualty incidents. It is designed to be dragged over virtually any terrain, including stairs. It is designed to be used by people wearing level A or B suits, has a strapping system that is easy to use wearing gloves and is made from chemical-resistant material.

Portable Decontamination Shower (1 unit) \$1,456.00

This portable unit is designed for field response, and is durable enough to withstand multiple uses including training exercises. It is portable and uses quick-connects for easy set up. It will put out 7.5 gallons per minute using a single garden hose compatible inlet. Once trained in its use, the shower is designed to be completely ready for use in two to three minutes.

Decon Shower Elevation Grid (2 units) \$ 800.00

This equipment prevents the buildup of contaminants by elevating the level of the base of the decontamination shower 5.5 inches above the ground. It is made from chemical-resistant materials, and is designed to allow materials and small debris to flow through.

Hazmat Decon Pool (2 units) \$ 600.00

This is a disposable base for containing the runoff from the decontamination shower. Used in combination with the portable shower and elevation grid, it creates a self-contained decontamination unit that collects the contact water so that it can be properly managed.

Stretcher Decon System (6 units) \$2,860.00

This is a portable, disposable decontamination liner for use on standard emergency medical services stretchers. The cardboard frame is lined with chemical-resistant PVC laminate, and includes a PVC drain, hose and a collapsible 5 gallon polyethylene container.

Decon Manifold (1 Unit) \$ 165.00

This manifold connects to a 1.5 inch fire hose, reducing the water flow and diverting it to 3 .75 inch spigots. It can also attach directly to a garden hose. This unit allows flexibility in providing flow to a portable decontamination showers.

Hazmat Boots (5 pairs) \$ 500.00

Five pairs of boots constructed of chemical resistant polymer that meets NFPA 1991 Standard on Vapor Protective Ensembles for Hazardous Materials Emergencies. The boots have steel toes, soles and shanks, slip-resistant soles and are high-visibility orange. They are designed for use with protective suits, and are designed to be taken on and off while wearing gloves.

Level B Chemical PPE (5 units) \$1,635.00

Zytron 300 coverall with hood, elastic wrists and ankles and heat-sealed seams. It is designed for protection from chemical splash.

DEPARTMENT OF PUBLIC WORKS

Dufflebag Spill Kits (7 units) \$ 550.00

The spill kits contain 10 oil sorbent pads, 2 poly socks, 1 pair of protective gloves and a plug patty.

Polypropylene (non-sparking) Shovels (7 units) \$ 260.00

Shovels designed for chemical spill use.

Total (includes \$200 for shipping and miscellaneous expenses) \$12,000.00

Phase 2: Training (within twenty-four months)

Basic Hazmat Operations Training (8 Hour) (1 session) \$2,500.00¹

Hazardous Materials Operations Level training focuses on defensive measure to stop the spread of a chemical spill or to isolate the area of a spill until arrival of the regional HazMat team or commercial cleanup contractor. The focus of this class is learning the Incident Command System, use of personal protective equipment, basic decontamination, hazard and risk assessment and control, containment and confinement techniques.

Advanced Hazmat Operations Training (Three, 8 hour sessions - 24 hours) \$7,500.00²

This course provides the same basic information as the 8 hour class with additional training in the use of self-contained breathing apparatus (SCBA) as well as the safe removal of persons from within a spill area and more detailed decontamination training.

Training materials and expenses \$5,000.00³

The \$5000 budget item includes replacement of soft goods, disposable coveralls, and other single-use supplies consumed during training. It also will cover expenses for outside trainers, including transportation and lodging. Any extra money from this line item will be used to purchase additional disposable supplies.

Total \$15,000.00

¹ This is the cost of just the course and materials, and not the related expenses.

² This is the cost of just the course and materials, and not the related expenses.

³ This covers the expense of bringing in outside trainers and extra disposable spill materials not included in the course fee.

Phase 3: Spill Exercise (within thirty-six months)

Cascades will engage qualified personnel to plan and conduct a large-scale spill response training event. Based on input from the Town, the staged event will focus on a railcar accident resulting in a spill of hazardous materials.

The Town of Sprague is interested in broadening this exercise to involve other regional resources including local hospitals, health departments and other fire and emergency response units, including spill response teams from neighboring towns, CERRIT and the Region IV Incident Management Team. Involving these resources would provide a valuable training experience for all involved, and Cascades will make efforts to engage the local fire chief and other regional personnel to assist with the development and coordination of any expansions to the exercise. Funding for the expanded exercise would come from other sources in addition to the \$13,500 provided by Cascades. Regardless of whether other agencies participate, the basic drill will be carried out based on the below. We are pleased to provide the opportunity for a larger training event, but Cascades' performance of the spill exercise will not depend on the involvement of others.

Cascades will coordinate and cooperate with a wider exercise that includes triage, emergency medical response and hospital response, but its focus will be on the primary goal-putting the spill response training to use on a local level. While specifics of the actual exercise will vary, the core focus will be on containment, minimizing human exposures, and decontamination, with Cascades working together with other agencies for a coordinated, regional exercise. The cost estimate for this portion of the overall event is:

1. Consultant	
Pre-event planning, training and coordinating on-site event	\$10,000.00
2. Site prep, equipment and food	\$1,000.00
3. Municipal employee overtime and firefighter compensation	\$1,500.00
4. Miscellaneous (restocking soft goods, materials etc)	\$1,000.00
Total:	\$13,500.00
<u>SEP Total</u>	<u>\$40,000.00</u>