

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2

U.S. ENVIRONMENTAL
PROTECTION AGENCY-REG. II
2009 JUL 31 AM 10:36
REGIONAL HEARING
CLEENK

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)
In the Matter of:) Docket No. CAA-02-2007-1223
)
)
EVANS CHEMETICS LP,) CONSENT AGREEMENT AND
228 East Main Street) FINAL ORDER
Waterloo, New York 13165)
)
) Under Section 113(d) of the Clean Air Act,
) 42 U.S.C. § 7413(d)
)
Respondent.)
-----X

I. PRELIMINARY STATEMENT

Complainant, the United States Environmental Protection Agency ("EPA"), Region 2, and Respondent, Evans Chemetics LP, by their undersigned representatives, hereby consent and agree as follows:

1. EPA initiated this proceeding for the assessment of civil penalties pursuant to Section 113(d) of the Clean Air Act, 42 U.S.C. § 7413(d), by issuing an Administrative Complaint, Docket No. CAA-02-2007-1223 (the "Complaint"), against Respondent on September 28, 2007.
2. Respondent is the owner and/or operator of a facility located at 228 East Main Street, Waterloo, New York, hereinafter referred to as the "Facility."
3. The Complaint charged Respondent with one count for violations of Section 112(r)(7) of the Clean Air Act, 42 U.S.C. § 7412(r)(7), and the regulations promulgated thereunder at 40 C.F.R. Part 68, for failure to fully comply with the requirements for a risk management plan at the Facility.
4. Respondent hereby certifies that it is now in compliance with all relevant requirements of Section 112(r)(7) of the Clean Air Act with respect to its Facility.
5. Respondent admits the jurisdictional allegations set forth in the Complaint.
6. Pursuant to 113(d) of the Clean Air Act, and taking into consideration the nature of the violations, Respondent's agreement to perform the Supplemental Environmental Project ("SEP") set forth below, and other relevant factors, EPA has determined that an appropriate civil penalty to settle this action is fourteen thousand, five hundred and four dollars (\$14,504).

7. Respondent consents to the issuance of this Consent Agreement and Final Order and consents for the purposes of settlement to the assessment of the civil penalty cited in the foregoing paragraph.
8. Respondent agrees to pay fourteen thousand, five hundred and four dollars (\$14,504) as a civil penalty for the count alleged in the Complaint and set forth in Paragraph 3, above. 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 date of signature of the Final Order at the end of this document (hereinafter referred to as the "due date").

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 Evans Chemetics, LP, and shall bear thereon the Docket Number CAA-02-2007-1223.

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

- a. Amount of Payment
- b. SWIFT address: FRNYUS33, 33 Liberty Street, New York, NY 10045
- c. Account Code for Federal Reserve Bank of New York receiving payment: 68010727
- d. Federal Reserve Bank of New York ABA routing number: 021030004
- e. Field Tag 4200 of the Fedwire message should read: "D 68010727 Environmental Protection Agency"
- f. Name of Respondent: **Evans Chemetics, LP**
- g. Case Number: CAA-02-2007-1223.

If payment is made by check, Respondent shall, within one week of such payment, send a copy of the check and any transmittal letter to:

Douglas Fischer
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

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

If payment is made by EFT, Respondent shall, within one week of the EFT, send a letter to each of the above addressees which references the date of the EFT; the payment amount; the name of the case; the case number; and Respondent's name and address.

- a) Failure to pay the penalty in full according to the above provisions may result in the referral of this matter to the U.S. Department of Justice or the U.S. Department of the Treasury for appropriate enforcement, including collection of the amount set forth in this paragraph, plus allowable interest and such other penalties as provided for in this Consent Agreement.
 - b) Further, if payment is not received on or before the due date, Respondent agrees to the assessment of interest, 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, Respondent agrees to pay a late payment handling charge of \$15 for each thirty (30) day period (or any portion thereof) following the due date in which the balance remains unpaid.
 - c) Respondent also agrees to pay a quarterly non-payment fee for each calendar quarter during which such nonpayment persists, pursuant to Section 113(d)(5) of the Clean Air Act, 42 U.S.C. § 7413(d)(5). This quarterly non-payment penalty will be imposed for each calendar quarter during which such non-payment persists. The quarterly nonpayment penalty is 10% of the aggregate amount of penalties and quarterly nonpayment penalties which are unpaid as of the beginning of such quarter.
9. The penalty specified in Paragraph 8, above, shall represent a civil penalty assessed by EPA and shall not be deductible for purposes of State or Federal taxes.

10. Respondent shall also undertake the following SEP, which the parties agree is intended to secure significant environmental or public health protection and improvements:
 - a. Within sixty (60) days of receiving a copy of this Consent Agreement and Final Order signed by or on behalf of the Regional Administrator or his designee, Respondent shall purchase the following emergency response equipment, and shall provide such equipment to the Seneca County Office of Emergency Services ("SCOES") to assist SCOES in its response to incidents involving hazardous materials:
 - i. Two TVI LC-1808-X Litter Conveyor 18"W x 8'L Articulating Frames;
 - ii. Two TVI LCA-B Transfer Boards for use with Litter Conveyor;
 - iii. Two 2 EZ Up International EC2HSS10WH 10' x 10' Eclipse II SS Shelters (including 6 Side Walls and 2 Middle Zipper Side Walls);
 - iv. Six ONESuit Flash hazardous materials protective suits; and
 - v. Six Scott AV2000 Face Piece Comfort Fit masks.
 - b. Supporting documentation for the SEP is contained in Attachment A, which is attached hereto and incorporated herein by reference. The supporting documentation includes (i) prices and vendors for the emergency response equipment, and (ii) a description of how the shelters identified in item a.iii., above, will be used.
11. Respondent's expenditure for the SEP shall be not less than twenty thousand three hundred thirty-six dollars and sixty cents (\$20,336.60), in accordance with the documentation in Attachment A.
12. Respondent hereby certifies that, as of the date of this Consent Agreement: a) Respondent is not required to perform or develop the SEP by any Federal, State, or local law or regulation; and b) Respondent is not 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 it has not received, and is not presently negotiating to receive, credit in any other enforcement action for the SEP.
13. Whether Respondent has complied with the terms of this Consent Agreement and Final Order through performance of the SEP as herein required shall be a determination made solely by EPA.
14. a. Respondent shall submit to EPA a SEP Completion Report within thirty (30) days after delivery to the SCOES of the emergency response equipment identified in Paragraph 10.a., above, is completed. The Report shall be sent to Ellen Banner, U.S. Environmental Protection Agency, Region 2, Response and Prevention

Branch, 2890 Woodbridge Avenue, MS-211, Edison, New Jersey, 08827 and Douglas Fischer at the address in Paragraph 8, above. The SEP Completion Report shall contain the following information:

- i. A detailed description of the SEP as implemented;
 - ii. A description of any problems encountered and the solutions thereto;
 - iii. Documentation of the expenditures made by Respondent in connection with the SEP, including copies of purchase orders and receipts or canceled checks; and
 - iv. Certification that the SEP has been fully implemented pursuant to the provisions of this Consent Agreement and Final Order.
 - b. Respondent agrees that failure to submit the SEP Completion Report as required by Paragraph 14.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 17, below.
15. Respondent shall maintain legible copies of all documents or reports submitted to EPA pursuant to this Consent Agreement, and Respondent shall provide such documentation to EPA within seven (7) days of EPA's request for such information. In all documents or reports, including, without limitation, the SEP Completion Report, submitted to EPA pursuant to this Consent Agreement, Respondent shall, by 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."
16.
 - a. Following receipt of the SEP Completion Report described in Paragraph 14.a. above, EPA will either: (i) accept the SEP Completion Report; or (ii) reject the SEP Completion Report, notify Respondent, in writing, of deficiencies in the SEP Completion Report, and grant Respondent an additional twenty (20) days in which to correct any deficiencies.
 - b. If EPA elects to exercise option (ii) 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 17, below.

17. 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 Paragraph 10, above, and/or to the extent that Respondent's actual expenditures for the SEP do not equal or exceed the cost of the SEP set forth in Paragraph 11, 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 10, Respondent shall pay a stipulated penalty to the United States in the amount of \$20,336.60.
 - ii. If the SEP is not completed satisfactorily, but the 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 completed satisfactorily in accordance with Paragraph 10, but the 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 of \$3,050.49.
 - iv. If the SEP is completed satisfactorily in accordance with Paragraph 10, and the Respondent spent at least 90 percent of the amount of money required to be spent for the project, Respondent shall not be liable for any stipulated penalty.
 - v. For failure to submit the SEP Completion Report as required by Paragraph 14.a. above, or to submit a corrected SEP Completion Report pursuant to Paragraph 16.a., above, Respondent shall pay a stipulated penalty in the amount of \$500 for each day after the respective deadline set forth in Paragraph 14.a. or Paragraph 16.a. until the report, or the corrected report, is submitted.
- b. The determinations of whether the SEP has been satisfactorily completed and whether the Respondent has made a good faith, timely effort to implement the SEP shall be in the sole discretion of EPA.

- c. Stipulated penalties under Paragraph 17.a.v., above, shall begin to accrue on the day after performance is due, and shall continue to accrue through the final day of the completion of the activity.
- d. Respondent shall pay stipulated penalties within fifteen (15) days of receipt of written demand by EPA for such penalties. Payment of stipulated penalties shall be made by EFT in accordance with the instructions in Paragraph 8, above, or by cashier's or certified check payable to the "Treasurer, United States of America." The check shall be identified with a notation of the name and docket number of this case, set forth in the caption on the first page of this document, and shall be sent to:

US Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
PO Box 979077
St. Louis, MO 63197-9000

If stipulated penalties are paid by check, Respondent shall, within one week of such payment, send a copy of the check and any transmittal letter to Douglas Fischer at the address in Paragraph 8, above. If stipulated penalties are paid by EFT, Respondent shall, within one week of the EFT, send a letter to Mr. Fischer which references the date of the EFT; the payment amount; that the payment is for stipulated penalties; the name of the case; the case number; and Respondent's name and address. Interest and late charges shall be paid as stated in Paragraph 8, above.

- e. Nothing in this Consent Agreement shall be construed as prohibiting, altering or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondent's violation of this Consent Agreement or of the statutes and regulations upon which this Consent Agreement is based, or for Respondent's violation of any applicable provision of law.
18. Respondent agrees to comply with and abide by the following:
- a. Respondent shall carry out and perform the terms, conditions and requirements of this Consent Agreement within the time limits established in or pursuant to this Consent Agreement, unless such compliance or performance, in whole or in part, is prevented or delayed by any event(s) that constitutes a force majeure.
 - b. For purposes of this Consent Agreement, a force majeure is defined as any event(s) arising from a cause(s) or a circumstance(s) not reasonably foreseeable and beyond Respondent's control, and which event(s) could not be overcome or obviated by due diligence, and which prevents performance, in whole or in part, by a date required by this Consent Agreement. A force majeure event(s) specifically does not, and shall not, include unanticipated or increased costs or

expenses of complying with or performing the terms, conditions and requirements of this Consent Agreement and inability to pay for the SEP or the penalty.

- c. Whenever a cause(s) or a circumstance(s) occurs that might delay the completion or performance, in whole or in part, of any term, condition or requirement of this Consent Agreement, Respondent shall notify EPA of said cause(s) or circumstance(s) within five (5) calendar days after Respondent first became aware or should have become aware of such a cause(s) or circumstance(s). Such notice shall be sent to Douglas Fischer at the address in Paragraph 8, above. Such notice shall specifically include the reasons for and the anticipated duration of the delay, any action Respondent has taken or will take to prevent and/or minimize the delay, and a timetable estimating implementation of the aforementioned measures to prevent and/or minimize the delay.
 - d. Respondent's failure to timely comply with the aforementioned notice provision shall constitute a sufficient ground for EPA to deny Respondent an extension of time to complete performance.
 - e. Respondent shall adopt and undertake all reasonable measures to prevent and/or minimize the aforementioned delay.
 - f. Respondent shall have the burden, by a preponderance of the evidence, of proving force majeure as a defense to any non-compliance with, or non-performance of, in whole or in part, any term, condition or requirement of this Consent Agreement. If EPA agrees that the given delay is attributable to force majeure, then the time for performance of the obligations that are directly affected by the force majeure event will be extended for a period of time determined by EPA, not to exceed the actual duration of the delay caused by the force majeure event. An extension of time for performance of the obligation directly affected by the force majeure event shall not, of itself, extend the time for performance of any other obligations.
19. Any public statement, oral or written, made by Respondent making reference to the SEP shall include the following language, "This project was undertaken in connection with the settlement of an enforcement action taken by the U.S. Environmental Protection Agency for violations of Section 112(r)(7) of the Clean Air Act, 42 U.S.C. § 7412(r)(7)."
20. This Consent Agreement and Final Order shall not be construed to constitute EPA approval of the equipment or technology provided by Respondent in connection with the SEP under the terms of this Consent Agreement.
21. 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.

II. GENERAL PROVISIONS

22. Respondent neither admits nor denies the factual allegations contained in paragraphs 1, 2, 15, 16, 18, 19, 20, 21, 22, 23, 24, 25, 27, 29, 30, 31, 32, 33, 34, 35 and 36 of the Complaint. Respondent waives any right to contest the allegations contained in the Complaint and/or to appeal the Final Order accompanying this Consent Agreement.
23. Respondent waives any right it may have pursuant to 40 C.F.R. § 22.8 to be present during discussions with the Regional Administrator or Deputy Regional Administrator of EPA Region 2 and further waives the right to be served with and to reply to any memorandum or communication addressed to the Regional Administrator or 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.
24. This Consent Agreement and Final Order 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. Nothing in this Consent Agreement and Final Order is intended, or shall be construed, to operate in any way to resolve any criminal liability of Respondent. 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.
25. Each party to this action shall bear its own costs and attorney fees.
26. Full and complete satisfaction of the requirements of this Consent Agreement and Final Order shall resolve Respondent's liability for Federal civil penalties for the violations alleged in the Complaint.
27. The person signing below on behalf of Respondent hereby certifies that he or she is fully authorized by Respondent to execute this Consent Agreement on behalf of Respondent and to legally bind Respondent to this Consent Agreement in accordance with all of the terms and conditions contained herein.
28. The Director of the Emergency and Remedial Response Division of EPA Region 2 has been delegated the authority to sign the Consent Agreement in this action, and the Regional Administrator of EPA Region 2 has been delegated the authority to sign the Final Order in this action.
29. Respondent consents to service upon Respondent of a copy of this Consent Agreement and Final Order by any EPA employee, in lieu of service made by the EPA Region 2 Regional Hearing Clerk.

In the Matter of Evans Chemetics LP, Docket No. CAA-02-2007-1223

For Respondent
Evans Chemetics LP:

Anthony J. Moschetti
Signature

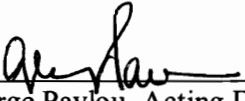
Date: 7-15-08

ANTHONY J. MOSCHETTI
Name (Printed or Typed)

CFO
Title (Printed or Typed)

In the Matter of Evans Chemetics LP, Docket No. CAA-02-2007-1223

For Complainant
U.S. Environmental Protection Agency:



George Pavlou, Acting Director
Emergency and Remedial Response
Division, Region 2

Date: 7/17/08

In the Matter of Evans Chemetics LP, Docket No. CAA-02-2007-1223

FINAL ORDER

The Regional Administrator of the U.S. EPA, Region 2, ratifies the foregoing Consent Agreement. The Consent Agreement entered into by and between the parties is hereby approved, incorporated herein, and issued, as a Final Order.

7-25-08
DATE

Alan J. Steinberg
Alan J. Steinberg
Regional Administrator
U.S. EPA, Region 2

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2

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Waterloo, New York 13165)
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) Under Section 113(d) of the Clean Air Act,
) 42 U.S.C. § 7413(d)
)
Respondent.)
-----X

CERTIFICATION OF SERVICE

I certify that the foregoing Consent Agreement and Final Order, has been sent this day in the following manner to the addressees listed below:

Original and One Copy by hand delivery to:

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

Copy by certified mail to:

Evans Chemetics LP
33 Wood Avenue South
Iselin New Jersey 08830
Attention: Jelle Westra, Chief Executive Officer

Copy by interoffice mail to:

Douglas Fischer
Office of Regional Counsel
U.S. Environmental Protection Agency
290 Broadway, 17th Floor
New York, N.Y. 10007-1866

Date: _____

Name: _____

Title: _____

Address: _____

Attachment A



BOND, SCHOENECK & KING, PLLC
ATTORNEYS AT LAW • NEW YORK FLORIDA KANSAS

MEMORANDUM
Settlement Confidential

TO: Douglas Fischer
FROM: Virginia C. Robbins *V. Robbins*
DATE: January 28, 2008
RE: Evans Chemetics: Vendor Quotes for Supplemental Environmental Project

Evans Chemetics, LP is working with the Local Emergency Planning Committee on equipment needs for its proposed Supplemental Environmental Project. Please find attached vendor quotes for the following equipment. The quantities shown are as requested by the LEPC.

	Quantity	Unit Price	Total
(1) ARAMSCO, INC.			
Litter Conveyor Articulating Frame	2	\$1090.59	\$2,181.18
Transfer Board for Use with Litter Conveyor	2	\$204.71	\$409.42
Shelter	2	\$595.75	\$1,191.50
Side Walls for Shelter	6	\$105.75	\$634.50
Middle Zipper Sidewall for Shelter	2	\$130.00	\$260.00
(2) AAA EMERGENCY SUPPLY CO.			
ONESuit Flash	6	\$2,395.00	\$14,370.00
(3) BREATHING AIR RESOURCES, INC.			
AV2000 Face Pieces Comfort Fit	6	\$215.00	\$1,290.00
TOTAL PROPOSED EXPENDITURE			\$20,336.60

ARAMSCO, INC.
 23 NORTHWESTERN DRIVE
 SALEM, NH 03079-4809
 800 767 1767 Fax 603 898 3512

Order Date	Order Number
01/22/2008	S1217604
ORDER TO:	
ARAMSCO, INC.	
23 NORTHWESTERN DRIVE	
SALEM, NH 03079-4809	
Phone: 800 767 1767	

QUOTE TO:
 SENECA COUNTY
 PURCHASING DEPARTMENT
 1 DIPRONIO DRIVE
 WATERLOO, NY 13165-1681

SHIP TO:
 OFFICE OF EMERGENCY SERVICES
 SENECA COUNTY OFFICES
 1 DIPRONIO DRIVE WATERLOO, NY
 13165-1681

Customer Number	Purchase Order Number	Release Number	Salesperson	
96580	THIS IS A BID		Deborah Johnson	
Writer	Ship Via	Terms	Exp. Date	
Deborah Johnson	BW BEST WAY	NET 30 DAYS	03/07/2008	
Description	Order Qty	Unit Price	Net	
59227 TVI LC-1808-X LITTER CONVEYOR 18"W X 8'L ARTICULATING FRAME	2ea	1090.590/ea	2181.18	
59230 TVI LCA-B TRANSFER BOARD FOR USE WITH LITTER CONVEYOR	2ea	204.710/ea	409.42	
***** * THE ABOVE ITEMS ARE ON NYS CONTRACT PC61962 ***** *				
A33476 EZ UP INTERNATIONAL EC2HSS10WH 10' X 10' ECLIPSE 11 SS SHELTER WHITE	2 ea	595.750/ea	1191.50	
A33477 EZ UP INTERNATIONAL SWPR10WH SIDE WALLS FOR ECLIPSE 11 SHELTER 10' X 10' WHITE	6 ea	105.750/ea	634.50	
A33478 EZ UP INTERNATIONAL SWPRMZ10WH MIDDLE ZIPPER SIDEWALL FOR ECLIPSE 11 10' X 10' WHITE	2 ea	130.000/ea	260.00	
		Subtotal	4676.60	
		Tax	*****	



AAA Emergency Supply Co., Inc.



635 North Broadway, White Plains, New York 10603
NY (914) 949-0512 – Fax (914) 949-8344

QUOTATION

To: Charles F. McCann
Office of Emergency Services
Seneca County
1 DiPronio Drive
Waterloo, New York 13165

From: Matthew S. Manfredi

Fax: 1-315-539-9150

Pages: 1

Phone: 1-315-539-1756

Date: 1-23-2008

Re: One Suit Quote

CC: Server

Urgent For Review Please Comment Please Reply Please Recycle

As per your request, I am pleased to submit the following:

Saint-Gobain Performance Plastics Corporation

ONESuit™ FLASH	
\$2395.00 per suit (any size)	
Small	1S-F-SM
Medium	1S-F-MD
Large	1S-F-LG
x-Large	1S-F-XL
xx-Large	1S-F-2X
xxx-Large	1S-F-3X

These prices are delivered.

If you have any questions, please feel free to contact me at the number listed above.

FIREFIGHTING AND SAFETY EQUIPMENT

DATE: Jan. 30, 2008

RE: Shelters

The shelters that have been requested will be utilized as follows:

One shelter will be used by the Haz Mat Team. The shelter will provide a enclosed area for the Entry Team, Back-up Team & Decontamination Team to have their pre entry medical evaluations, donning the Level A or Level B Personal Protective Equipment. This area will also be used for the post entry medical evaluations and re-dressing. The shelter will not only provide privacy, but will allow for heated area during cold weather operations and eliminate other severe weather conditions. .

The other shelter will be utilized by the Incident Command Staff to perform Command Operations. The shelter will be able to protect the staff from the weather elements and provide for a more organized staff area. Currently, such a structure or Command Vehicle does not exist in the County.

Should you need any further information, please feel free to email me.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
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290 Broadway, 16th floor
New York, New York 10007-1866

Copy by certified mail to:

Evans Chemetics LP
33 Wood Avenue South
Iselin New Jersey 08830
Attention: Jelle Westra, Chief Executive Officer

Copy by interoffice mail to:

Douglas Fischer
Office of Regional Counsel
U.S. Environmental Protection Agency
290 Broadway, 17th Floor
New York, N.Y. 10007-1866

Date: 7/31/08

Name: Brenda Hadley

Title: Branch Secretary
290 Broadway
NY 10007