

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2

U.S. ENVIRONMENTAL
PROTECTION AGENCY-REG. II
EPCRA-02-2008-4201
2008 APR 14 PM 11:40
REGIONAL HEARING
CLERK

-----X
In the Matter of :
 :
FRIENDSHIP DAIRIES, LLC : **CONSENT AGREEMENT**
 : **AND**
 : **FINAL ORDER**
Respondent. :
 :
Proceeding under Section 325(c) of : **DOCKET NUMBER**
Title III of the Superfund : **EPCRA-02-2008-4201**
Amendments and Reauthorization Act :
-----X

PRELIMINARY STATEMENT

This administrative proceeding for the assessment of a civil penalty was instituted pursuant to Section 325(c) of Title III of the Superfund Amendments and Reauthorization Act, 42 U.S.C. § 11001 *et seq.* [also known as the Emergency Planning and Community Right-to-Know Act of 1986 (hereinafter, "EPCRA")].

The Complainant in this proceeding, the Director of the Division of Enforcement and Compliance Assistance, Region 2, United States Environmental Protection Agency ("EPA"), issued a Complaint and Notice of Opportunity for Hearing to Friendship Dairies, LLC ("Respondent") on November 22, 2007.

The Complaint alleged four violations of Section 313 of EPCRA, 42 U.S.C. §11023 and regulations pursuant to that Section, 40 C.F.R. Part 372.

FINDINGS OF FACT
AND CONCLUSIONS OF LAW

1. Respondent is Friendship Dairies, LLC. (TRIS Facility ID:14739FRNDSCOUNT)
2. At all times relevant hereto, Respondent and/or its predecessor in interest has owned and operated a facility located at 6701 County Road 20, Friendship, New York 14739-8660 (hereinafter, "Respondent's facility").
3. Respondent is a "person" within the meaning of Section 329(7) of EPCRA, 42 U.S.C. § 11049(7).
4. Respondent is an owner of a "facility" as that term is defined by Section 329(4) of EPCRA, 42 U.S.C. § 11049(4), and by 40 C.F.R. § 372.3.
5. Respondent's facility is subject to the requirements of EPCRA, Section 313(b), 42 U.S.C. § 11023(b), and 40 C.F.R. § 372.22.
6. On or about July 13, 2007, Friendship Dairies, LLC sent a letter to the United States Environmental Protection Agency - Region 2 in which the company voluntarily disclosed the failure to submit Toxic Release Inventory Form R reports to the EPA for polycyclic aromatic compounds (PACS) and benzo(g,h,i)perylene for calendar years 2004 and 2005 under Section 313 of EPCRA.
7. EPA representatives determined that Respondent failed to submit, in a timely manner, to the Administrator and to the State of New York a complete and correct Form R report for polycyclic aromatic compounds for calendar year 2004. The Form R report was submitted on July 13, 2007.
8. EPA representatives determined that Respondent failed to submit, in a timely manner, to the Administrator and to the State of New York a complete and correct Form R report for polycyclic aromatic compounds for calendar year 2005. The Form R report was submitted on August 7, 2007.
9. EPA representatives determined that Respondent failed to submit, in a timely manner, to the Administrator and to the State of New York a complete and correct Form R report for benzo(g,h,i)perylene for calendar year 2004. The Form R report was submitted on July 13, 2007.

10. EPA representatives determined that Respondent failed to submit, in a timely manner, to the Administrator and to the State of New York a complete and correct Form R report for benzo(g,h,i)perylene for calendar year 2005. The Form R report was submitted on August 7, 2007.

11. Each failure to submit, in a timely manner, a complete and correct Form R report for polycyclic aromatic compounds for calendar years 2004 and 2005 constitutes a failure or refusal to comply with Section 313 of EPCRA, 42 U.S.C. § 11023, and with 40 C.F.R. Part 372.

12. Each failure to submit, in a timely manner, a complete and correct Form R report for benzo(g,h,i)perylene for calendar years 2004 and 2005 constitutes a failure or refusal to comply with Section 313 of EPCRA, 42 U.S.C. § 11023, and with 40 C.F.R. Part 372.

13. On January 8, 2008, the parties began informal settlement discussions over the telephone.

TERMS OF CONSENT AGREEMENT

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

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

2. For the purpose of this proceeding, Respondent: (a) admits the jurisdictional allegations of the Complaint as applied to the facility; and (b) neither admits nor denies the specific factual allegations contained in the Complaint and the Findings of Fact and Conclusions of Law section above.

3. Respondent shall pay a civil penalty to EPA in the total amount of **EIGHT THOUSAND EIGHT HUNDRED SIXTY SIX Dollars (\$8,866)**. Such payment shall be made by cashier's or certified check or by Electronic Fund Transfer (EFT). If the payment is made by check, then the check shall be made payable to the "**Treasurer, United States of America,**" and shall be mailed to:

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

The check shall be identified with a notation thereon listing the following: ***IN THE MATTER OF FRIENDSHIP DAIRIES, LLC*** and shall bear thereon the Docket Number ***EPCRA-02-2008-4201***. Payment of the penalty must be *received* at the above address on or before forty-five (45) calendar days after the Effective Date of this CAFO (the “due date”).

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

- 1) Amount of Payment
- 2) SWIFT address: FRNYUS33, 33 Liberty Street, New York, NY 10045
- 3) Account Code for Federal Reserve Bank of New York receiving payment: 68010727.
- 4) Federal Reserve Bank of New York ABA routing number: 021030004.
- 5) Field Tag 4200 of the Fedwire message should read “D 68010727 Environmental Protection Agency.”
- 6) Name of Respondent: **Friendship Dairies, LLC**
- 7) Case Number: **EPCRA-02-2008-4201**.

Such EFT must be received on or before 45 calendar days after the Effective Date of this CAFO. Whether the payment is made by check or by EFT, the Respondent shall promptly thereafter furnish reasonable proof that such payment has been made, to both:

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

and

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

a. Failure to pay the amount in full within the time period set forth above may result in referral of this matter to the United States Department of Justice or the United States Department of the Treasury for collection.

b. Further, if the payment is not received on or before the due date, interest will be assessed at the annual rate established by the Secretary of the Treasury pursuant to 31 U.S.C. § 3717, on the overdue amount from the due date through the date of payment. In addition, a late payment handling charge of \$15.00 will be assessed for each 30 day period (or any portion thereof) following the due date in which the balance remains unpaid. A 6% per annum penalty also will be applied on any principal amount not paid within 90 days of the due date.

c. The civil penalty constitutes a penalty within the meaning of 26 U.S.C. § 162(f).

4. Payment must be received at the above address on or before 45 calendar days after the date of signature of the Final Order at the end of this document (the date by which payment must be received shall hereafter be referred to as the "due date").

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

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

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

Supplemental Environmental Project

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

a. Within two months of receiving a copy of this Agreement signed by the Regional Administrator, Respondent shall purchase four Air-Pak⁷ 75TM Self Contained Breathing Apparatuses (SCBAs) for the Friendship Volunteer Fire Department located at 3 Depot Street, Friendship, New York 14739. The current SCBAs owned by the Fire Department supply 20 minutes of air. The Air-Pak⁷ 75TM SCBAs are rated for 45 minutes of air and are CBRN Approved (Chemical, Biological, Radiological and Nuclear). This Supplemental Environmental Project is an Emergency Preparedness and Planning Project. The Friendship Volunteer Fire Department would be a First Responder to a chemical accident at the facility. The proposed equipment purchase is described further in attachment A.

b. Respondent hereby 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 this or any other case or in compliance with state or local requirements. Respondent further certifies that Respondent has not received, and is not presently negotiating to receive, credit in any other enforcement action for this SEP.

c. The total expenditure for the SEP shall be not less than **\$18,768**.

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

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

(i) Itemized costs, documented by copies of purchase orders and receipts or canceled checks;

(ii) Certification that the purchased equipment was received by the Friendship Volunteer Fire Department pursuant to the provisions of this Consent Agreement and Final Order.

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

7. Respondent agrees that EPA may contact the Friendship Volunteer Fire Department at any time in order to confirm that the SEP was carried out as agreed above.

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

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

9. a. Following receipt of the SEP Report described in paragraph 6, above, EPA will do one of the following:

(i) Accept the report;

(ii) Reject the SEP Report, notify Respondent in writing of deficiencies in the SEP Report and grant Respondent an additional thirty (30) days in which to correct any deficiencies; or

(iii) Reject the SEP Report and seek stipulated penalties in accordance with paragraph 10 herein.

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

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

(i) Except as provided in subparagraph (ii) immediately below, for a SEP which has not been completed satisfactorily pursuant to paragraph 9, Respondent shall pay a stipulated penalty to the United States in the amount of **\$15,014**.

(ii) If the SEP is not completed satisfactorily, but Respondent: a) made good faith and timely efforts to complete the project; and b) certifies, with supporting documentation, that at least 90 percent of the amount of money which was required to be spent was expended on the SEP, Respondent shall not pay any stipulated penalty.

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

$$\text{Stipulated penalty} = [1 - \frac{\text{\$amount SEP cost expended}}{\$18,768}] \times \$15,014$$

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

(v) For failure to submit the SEP Completion Report required by paragraph 6 above, Respondent shall pay a stipulated penalty in the amount of \$100, for each day after each respective due date until the report is submitted.

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

c. Stipulated penalties for subparagraph (iii) above shall begin to accrue on the day after 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. Method of payment shall be in accordance with the provisions of paragraph 3. Interest and late charges shall be paid as stated in paragraph 4 herein.

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

12. 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 313 of EPCRA, 42 U.S.C. § 11023 and regulations pursuant to that Section, 40 C.F.R. Part 372."

13. a. If any event occurs which causes or may cause delays in the completion of the SEP as required under this Agreement, Respondent shall notify EPA in writing within 10 days of the delay or Respondent's knowledge of the anticipated delay, whichever is earlier. The notice shall describe in detail the anticipated length of delay, the precise cause of delay, the measures taken by Respondent to prevent or minimize delay, and the timetable by which those measures will be implemented. Respondent shall adopt all reasonable measures to avoid or minimize any such delay. Failure by Respondent to comply with the notice requirements of this paragraph

shall render this paragraph void and of no effect as to the particular incident involved and constitute a waiver of Respondent's right to request an extension of its obligation under this Agreement based on such incident.

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

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

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

14. Respondent certifies that it will not claim as a deduction or charitable contribution or capitalize or otherwise take any credit for the purposes of federal, state, or local taxes for the monies expended in the performance of the SEP.

15. This Consent Agreement is being voluntarily and knowingly entered into by the parties in full and final settlement of the civil liabilities that might have attached as a result of the allegations contained in the Complaint. Respondent has read the Consent Agreement, understands its terms, finds it to be reasonable and consents to the issuance and its terms. Respondent consents to the issuance of the accompanying Final Order. Respondent agrees that all terms of settlement are set forth herein.

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

17. Respondent explicitly waives its right to request or to seek any Hearing on the Complaint or any of the allegations therein asserted, on this Consent Agreement or on the Findings of Fact and Conclusions of Law herein, or the accompanying Final Order.

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

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

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

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

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

RESPONDENT:

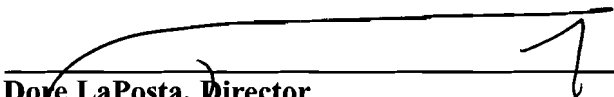
BY: 
FRIENDSHIP DAIRIES, LLC

NAME: Edward HERMAN
(PLEASE PRINT)

TITLE: Authorized Signatory

DATE: 3/25/08

COMPLAINANT:


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

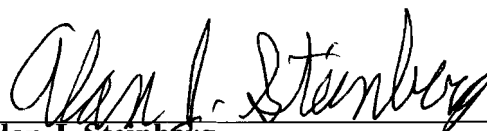
PATRICK DORRILL FOR DL

DATE: APRIL 2, 2008

In the Matter of FRIENDSHIP DAIRIES, LLC
Docket Number EPCRA-02-2008-4201

FINAL ORDER

The Regional Administrator of the U.S. Environmental Protection Agency, Region 2, ratifies the foregoing Consent Agreement. The Agreement entered into by the parties in full settlement In the Matter of Friendship Dairies, LLC bearing Docket Number EPCRA-02-2008-4201, is hereby approved, incorporated herein, and issued as an Order. The effective date of this Order shall be the date of filing with the Regional Hearing Clerk, U.S. EPA Region 2, New York, New York.



Alan J. Steinberg
Regional Administrator
U.S. Environmental Protection Agency
Region 2
290 Broadway
New York, New York 10007

DATED: _____

4-4-08

-13-

Friendship Dairies, LLC

SUPPLEMENTAL ENVIRONMENTAL PROJECT

ATTACHMENT A



Smith Fire Service, Inc.

982 Barnum Road
Eldred, PA 16731
814-225-4441

PA Central Vendor Management Unit I.D. # 181323
State Of PA Contract Bid No. CN00002115
<http://www.smithfireservice.com>
Fax: 814-225-4441



January 16, 2007

Friendship VFD
3 Depot Street
Friendship, NY 14739

Attn: Wes Sortore

Dear Firefighters:

Thank you for your interest in purchasing new equipment for your fire department. I am pleased to offer the following price quote which is valid for 60 days:

Scott air-Pak 75.4.5: 2007 NFPA Edition, CBRN Certified, with Heads Up Display, Rapid Intervention Connection, EZ Flo Regulator, Pak alert Pass device installed, Dual EBSS, AV3000 face piece, and 45minute carbon cylinder with valve assembly, less case:

List Price: \$6,901.00 each Your Cost: \$4,692.00 each

Spare 45 minute 4500psi carbon cylinder with valve assembly:

List Price: \$1,230.00 each Your Cost: \$836.40 each

200223-02- RIT Pak II with case, 6" hose, 6" EBSS fitting Schrader, with 10' RIC and pressure demand regulator(804570-02);

List Price: \$2,444.55 Your Cost: \$1,834.00 each

If you have any questions or require further information, please contact me at the above listed number.

Sincerely,

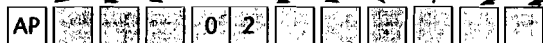
Calvin Smith

* Please note that special order merchandise is not returnable. Stock items are subject to a 15% restocking fee provided they are returned unused within 15 days of delivery.

ORDERING INFORMATION

AIR-PAK® 75™ SCBA AND AIR-PAK® NXG7™ SCBA

Air-Pak 75™ SCBA and Air-Pak NXG7™ SCBA Ordering Information					Applicable options for all Air-Pak SCBA models			
SCBA Model	Harness	Pressure (psig)	Regulator	EBSS	Wireframe or Air-Pak 75 SCBA Airline Options?	Console	Case	Packaging
1. Wireframe SCBA	Standard	2. 2216	03 E-Z Flo	0. None	0. None	1. Gauge & HUD Only	0. None	1. 1 SCBA per box
2. Air-Pak 75 SCBA	Spring Clips	3. 3000	04 E-Z Flo w/UC	1. Standard	1. Hansen	2. PASS	1. Hard Plastic	2. 2 SCBAs per box
		4. 4500		2. Dual	2. Schrader	3. Pak-Tracker	2. Soft Canvas	
3. Air-Pak NXG7 SCBA	Standard	2. 2216	07 E-Z Flo II	0. None	3. Hansen HK			
	Spring Clips	4. 4500	08 E-Z Flo II w/UC	2. Dual	4. Foster			
				3. Cejn				



Part Number

Select one number per box from the chart above that corresponds to your choice.

1 Standard EBSS requires a Quick Disconnect regulator for Air-Pak 75 SCBA.

2 Airline options not available on Air-Pak NXG7 SCBA or when dual EBSS is installed on Air-Pak 75 SCBA.

AIR-PAK® SCBA ACCESSORIES

UPGRADE YOUR AIR-PAK 75™ SCBA OR NXG7™ SCBA



AV-3000™/AV-2000™ Facepiece
Are fully interchangeable with Scott's full-line of SCBA, air-supplied respirators and air purifying respirators.



Pak-Alert SE® Pass Device
Powerful new safety tool offering redundant audible and visual alarms that assist in locating down or trapped firefighters.



EPIC™ Voice Amplifier
Streamlined and lightweight, providing robust person-to-person communications with Scott's AV-2000 or AV-3000 facepiece.



Aluminum/Carbon Cylinders
Scott cylinders are built around DOT specifications with working pressures of 2216, 3000, or 4500.



Rit-Pak™ II Portable Air Supply
Lightweight and portable, with fast connections for providing air to downed/trapped responders.



Pak-Tracker™ Firefighter Locator
Locate a trapped or downed first responder quickly and safely. Available as a stand-alone or SCBA integrated system.



Custom Cylinders
Customized cylinders are available with department logo and/or luminescent cylinder band.



Buddy-Breathing System
EBSS/Airline affords users mobility while not exposing the recipient while not exposing the recipient to ambient air. Easily connects to external air sources.



Pak-Link™
Portable wireless device for retrieving events data logged on the 2007 SCBAs and serves a dual purpose of reprogramming integrated Pak-Tracker Firefighter Locators.

Scott Health & Safety is a global business unit of Tyco International that supplies a variety of industries through manufacturing facilities located in the United States, United Kingdom, Asia, Finland, and Australia.

Monroe Corporate Center • P.O. Box 569 • Monroe, NC 28111
Telephone: 800.247.7257 • Facsimile: 704.291.8330
www.scotthealthsafety.com • sh-sale@tycointl.com

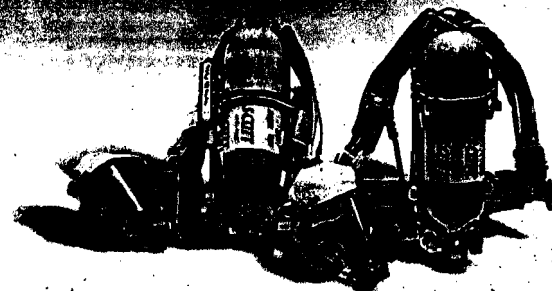
ISO 9001 Registered. All rights reserved. Kevlar is a registered trademark of E.I. Du Pont de Nemours and Company.

Title Sponsor
SCOTT FIREFIGHTER CENTRAL

SCOTT
HEALTH & SAFETY

SCOTT AIR-PAK® SCBA

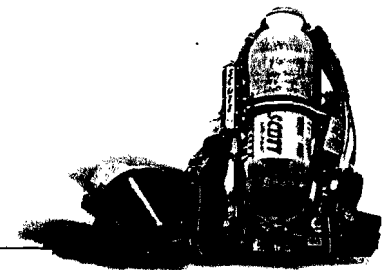
FIREFIGHTER RESPIRATORY PROTECTION SYSTEM



SCOTT
HEALTH & SAFETY

THE LEGEND CONTINUES

AIR-PAK®75" SCBA — HIGH PERFORMANCE PROTECTION YOU CAN COUNT ON



Lightweight and Comfortable

Firefighting is intense, physically demanding work. That's why Scott offers a lightweight SCBA package promoting comfort and user-friendly convenience. It's an idea that was born, and continues to be refined, by responding to the needs of Scott users.

Freedom of Movement, Reduced Fatigue

Marked by its streamlined backframe, the Air-Pak 75 SCBA provides a comfortable fit to support users performing physically demanding work assignments. Whether the SCBA user is outfitted in turnout gear or industrial protective clothing, the backframe promotes a lower profile, greater freedom of movement and reduces fatigue.

The one-piece backframe is constructed of a lightweight, time-tested, durable aluminum alloy. It follows the back's contour and places the bulk of the SCBA's weight on the hips, where padded wrap-around wings provide comfortable support. Wide-bodied pads further distribute weight along the shoulders and hips. Harness-mounted, retro-reflective front patches enhance nighttime visibility of the user.

Faster, Easier Cylinder Changes

An enhanced latching system with durable para-aramid fabric band allow for quick and efficient cylinder changes. Simple adjustment of a cam-over center slide permits the accommodation of 30-, 45- or 60-minute duration cylinders.



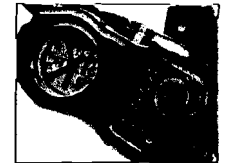
Dumming/doffing and carrying handles

Quick Take-up and Quick Release

Parachute-style or optional alligator clip harness fasteners permit smooth, efficient adjustment. While securely retaining the shoulder straps, the fasteners minimize harness wear and tear, even with frequent use. Quick doffing is assured because the over-sized fasteners are easily manipulated with gloved hands. A one-finger release disengages the waist belt buckle.

Scott's Unique Pressure Reducer

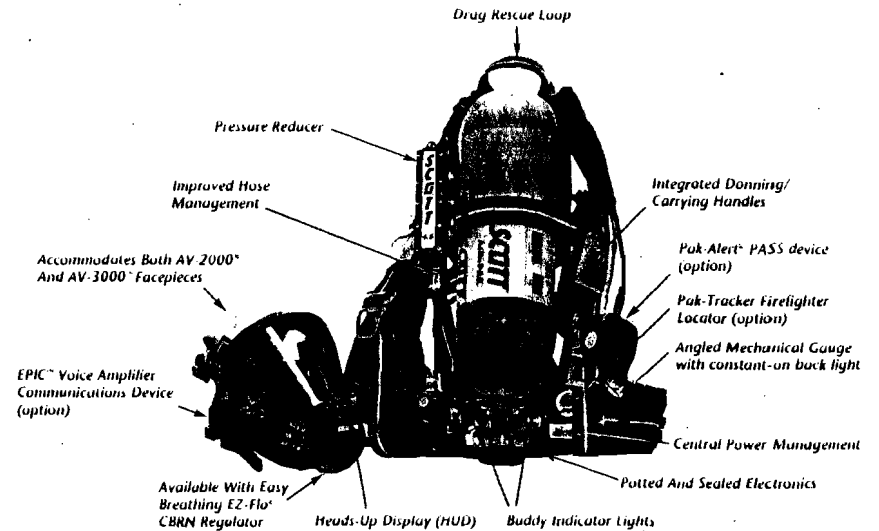
Unlike all other SCBA, Scott actually provides two pressure reducers in one. Situated in a compact housing, the pressure reducers are interconnected through an automatic transfer valve. A reduction in primary pressure, for whatever reason, would trigger an automatic transfer to the secondary circuit. This could occur, for example, by dirt accidentally entering the air circuit during a cylinder change. The user would be alerted to the transfer by the Vibralert¹ alarm. This would enable the user to focus attention on safely exiting the hazardous area. At the same time, an uninterrupted supply of air would be provided through the secondary circuit. Back-up safety features include a dual path pressure reducer that ensures a constant flow of air and a simplified central battery management system consisting of six standard "AA" batteries located in the housing.



Control console

Control Console

The control console contains a constant-on edge lit light for the pressure gauge that automatically comes on when the cylinder valve is opened. It also incorporates a photo sensing diode which automatically dims and brightens the HUD (Heads-Up-Display) as environmental conditions change.



In the Matter of Friendship Dairies, LLC

Docket No. EPCRA-02-2008-4201

CERTIFICATE OF SERVICE

I certify that I have this day caused to be sent the Foregoing fully executed CONSENT AGREEMENT and FINAL ORDER, bearing the above-referenced Docket Number, in the following manner to the respective addressees below:

Original and One Copy
by Interoffice Mail:

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

Copy by Certified Mail,
Return Receipt Requested:

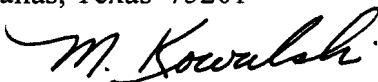
Mr. Gregory Knapp, General Manager, Operations
Friendship Dairies, LLC
6701 County Road 20
Friendship, New York 14739-8660

Copy by Mail:

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