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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION 6 DALLAS, TEXAS REGIONAL HEARING CLERK EPA REGION VI

IN THE MATTER OF: §
SMITTY’S SUPPLY INC. § EPA DOCKET NUMBER
ROSELAND, LOUISIANA 70456 § EPCRA-06-2023-0560
RESPONDENT § CONSENT AGREEMENT
AND FINAL ORDER

CONSENT AGREEMENT AND FINAL ORDER

The United States Environmental Protection Agency (EPA), Region 6 (hereinafter “EPA” or “Complainant”), and Smitty’s Supply Inc. (hereinafter “Respondent” or “Smitty’s”) in the above-referenced proceeding, hereby agree to resolve this matter through the issuance of this Consent Agreement and Final Order (CAFO) before the filing of a complaint.

I. PRELIMINARY STATEMENT

- 1. This proceeding for the assessment of civil penalties pursuant to Section 325(c) of the Emergency Planning and Community Right-to-Know Act (EPCRA), 42 U.S.C. § 11045(c), is simultaneously commenced and concluded by the issuance of this CAFO against Respondent pursuant to 40 C.F.R. §§ 22.13(b), and 22.18(b)(2) and (3).
2. For the purposes of this proceeding, Respondent admits the jurisdictional allegations herein; however, Respondent neither admits nor denies the specific Factual Allegations and Alleged Violations contained in this CAFO. Respondent explicitly waives any right to

contest the allegations and its right to appeal the proposed Final Order set forth herein.

3. Compliance with all the terms and conditions of this CAFO shall resolve federal civil liability for only those Factual Allegations and Alleged Violations which are set forth herein.
4. Respondent consents to the issuance of this CAFO, and to the assessment and payment of the stated civil penalty in the amount and by the method set forth in this CAFO.
5. Respondent consents to the implementation of a Supplemental Environmental Project (SEP) in the amount and by the method set forth in this CAFO.
6. Respondent and Complainant, respectively, represent that they are duly authorized to execute this CAFO on that party's behalf and that the individual signing this CAFO on behalf of Respondent and Complainant, respectively, are duly authorized to bind that party to the terms and conditions of this CAFO. Respondent agrees the provisions of this CAFO shall be binding on its officers, directors, employees, agents, servants, authorized representatives, successors, and assigns.
7. Respondent hereby certifies that as of the date of the execution of this CAFO, Respondent has corrected the violations alleged in this CAFO and is now, to the best of its knowledge, in compliance with all applicable requirements of Section 313 of EPCRA, 42 U.S.C. § 11023, and 40 C.F.R. Part 372.

II. STATUTORY AND REGULATORY BACKGROUND

8. Section 313 of EPCRA, 42 U.S.C. § 11023, 40 C.F.R. §§ 372.22 and 372.30 require the owner or operator of a facility with: (a) ten or more full-time employees; (b) a Standard

Industrial Classification (SIC) major group or industry code listed in 40 C.F.R. § 372.23(a), for which the corresponding North American Industry Classification System (NAICS) subsector or industry codes are listed in 40 C.F.R. §§ 372.23(b) or (c); and (c) a toxic chemical listed under Subsection 313(c) of EPCRA and 40 C.F.R. § 372.65, that manufactured, processed, or otherwise used the chemical in excess of the threshold quantity established under Subsection 313(f) of EPCRA, 42 U.S.C. § 11023(f), and 40 C.F.R. §§ 372.25, 372.27, or 372.28, to complete and submit a toxic chemical release inventory Form R, for each toxic chemical known by the owner or operator to be “manufactured, processed, or otherwise used” in quantities exceeding the established threshold quantity, to the Administrator of EPA and to the State in which the facility is located by July 1, for the preceding calendar year.

9. Pursuant to Section 313(a) of EPCRA, 42 U.S.C. § 11023(a), the owner or operator of a facility shall complete a toxic chemical release form for each toxic chemical listed under 313(c) of EPCRA, 42 U.S.C. § 11023(c) that was manufactured, processed, or otherwise used in quantities exceeding the toxic chemical threshold quantity established by 313(f) of EPCRA, 42 U.S.C. § 11023(f) during the preceding calendar year at such facility. Such form shall be submitted to the Administrator and to an official or officials of the State designated by the Governor on or before July 1, 1988, and annually thereafter on July 1 and shall contain data reflecting releases during the preceding calendar year.
10. Pursuant to Section 313(f) of EPCRA, 42 U.S.C. § 11023(f), and 40 C.F.R. § 372.25, the threshold amount for reporting under Section 313(b) of EPCRA, 42 U.S.C. § 11023(b), and

40 C.F.R. § 372.30, is 25,000 pounds for any toxic chemical manufactured or processed, and 10,000 pounds for any toxic chemical otherwise used for the applicable calendar year. Alternative reporting thresholds are set forth in 40 C.F.R. §§ 372.27 and 372.28.

11. 40 C.F.R. § 372.30(a) requires that for each toxic chemical known by the owner or operator to be manufactured (including imported), processed, or otherwise used in excess of an applicable threshold quantity in 40 C.F.R. §§ 372.25, 372.27, or 372.28 at its covered facility described in 40 C.F.R. § 372.22 for a calendar year, the owner or operator must submit to EPA and to the State in which the facility is located a completed EPA Form R (EPA Form 9350-1), or EPA Form A (EPA Form 9350-2), and, for the dioxin and dioxin-like compounds category, EPA Form R Schedule 1 (EPA Form 9350-3) in accordance with the instructions referred to in subpart E of this part.
12. Pursuant to Section 313(g)(1)(C)(iii) of EPCRA, 42 U.S.C. § 11023(g)(1)(C)(iii), and 40 C.F.R. § 372.85(b)(16), the Form R shall include information relative to waste treatment, including the type of waste stream containing the reported chemical, the treatment method applied to the waste stream, and an estimate of the efficiency of the treatment.

III. FINDINGS OF FACT AND CONCLUSIONS OF LAW¹

A. FACTUAL ALLEGATIONS (referred to throughout as “Factual Allegations”)

13. Respondent is a corporation organized under the laws of the State of Louisiana and authorized to do business in the State of Louisiana.
14. Respondent is a “person” as defined by Section 329(7) of EPCRA, 42 U.S.C. § 11049(7).

¹ The below Factual Allegations and Alleged Violations are also referred to as the Causes of Action.

Respondent owns and operates the facility at 63399 Hwy 51, Roseland, Louisiana 70456.

15. Respondent's facility identified in Paragraph 14 is a "facility" as that term is defined by Section 329(4) of EPCRA, 42 U.S.C. § 11049(4), and 40 C.F.R. § 372.3.
16. At the time of the allegations set forth herein, Respondent's facility had ten (10) or more "full-time employees" as that term is defined by 40 C.F.R. § 372.3.
17. Respondent's facility is in primary NAICS code 324191 (Petroleum Lubricating Oil and Grease Manufacturing) and is within subsector code 324 (Petroleum and Coal Products Manufacturing), which is listed in 40 C.F.R. § 372.23(b).
18. **1 2 4-Trimethylbenzene, Benzene, Certain glycol ethers, Cumene, Ethylbenzene, ethylene glycol, methanol, n-Hexane, toluene, Sodium Nitrite, Zinc Compounds and xylene (mixed isomers)** are "toxic chemicals" within the meaning of 40 C.F.R. §§ 372.3 and 372.65.
19. During calendar years 2016, 2017, 2018, 2019 and 2020 methanol, ethylene glycol, zinc compounds, sodium nitrite, toluene, xylene and certain glycol ethers were "manufactured, processed, or otherwise used," as those terms are defined by Section 313(b) of EPCRA, 42 U.S.C. § 11023(b), and 40 C.F.R. § 372.3, at Respondent's facility. During calendar years 2017, 2018, 2019 and 2020, benzene and n-hexane were "manufactured, processed, or otherwise used," as those terms are defined by Section 313(b) of EPCRA, 42 U.S.C. § 11023(b), and 40 C.F.R. § 372.3, at Respondent's facility. During calendar years 2016, 2017, 2018, 2019, and 2020, 1 2 4-trimethylbenzene, cumene, and ethylbenzene were not "manufactured, processed or otherwise used," as those terms are defined by Section 313(b)

of EPCRA, 42 U.S.C. § 11023(b), and 40 C.F.R. § 372.3, at Respondent's facility.

20. On or about January 27, 2022, an off-site record review was initiated by EPA to determine compliance of Respondent's Roseland, Louisiana facility with Section 313 of EPCRA. During the off-site record review, EPA alleged the facility had failed to timely or otherwise properly report the aforementioned TRI chemicals in paragraph 19 for the 2016, 2017, 2018, 2019 and 2020 reporting years, on or before the applicable due dates of July 1, 2017; July 2, 2018; July 1, 2019; July 1, 2020; and July 1, 2021; respectively.
21. On or about May 31, 2022, the EPA sent Respondent a Notice of Potential Violation and Opportunity to Confer (NOPVOC) letter regarding the Factual Allegations and Alleged Violations set forth herein. On or about June 1, 2022, EPA sent Respondent a Proposed Settlement regarding the Factual Allegations and Alleged Violations set forth herein. On or about June 6, 2022, Respondent agreed to participate in negotiations regarding the Factual Allegations and Alleged Violations of Section 313 of EPCRA set forth herein. On June 30, 2022, EPA sent Respondent a Revised Proposed Settlement regarding the Factual Allegations and Alleged Violations set forth herein. On or about July 13, 2022 Respondent agreed via email (from Respondent's counsel) to EPA's Revised Proposed Settlement, the terms of which are formally memorialized herein.
22. In June 2022, Respondent submitted new and/or amended TRI reports regarding regarding the TRI chemicals set forth in paragraph 19 for the 2016, 2017, 2018, 2019 and 2020 reporting years.

B. ALLEGED VIOLATIONS
(referred to throughout as “Alleged Violations”)

23. Complainant hereby restates and incorporates by reference Paragraphs 1 through 22.
24. During calendar years 2016, 2017, 2018, 2019, and 2020 Respondent *manufactured, processed, or otherwise used* TRI chemicals as set forth in Paragraph 19, at the Respondent’s facility, at times in excess of the applicable threshold quantities for reporting.
25. EPA finds that respondent violated 42 U.S.C. § 11023(g)(1)(B), and 40 C.F.R. § 372.85(b)(2) by failing to timely or otherwise properly submit 2017, 2018, 2019, and 2020 TRI reporting forms for **Certain glycol ethers, ethylene glycol, methanol, toluene, and xylene (mixed isomers)** on or before July 2, 2018; July 1, 2019; July 1, 2020; and July 1, 2021, respectively.

IV. TERMS OF SETTLEMENT

A. CIVIL PENALTY

26. To fully and finally resolve federal civil liability regarding the Factual Allegations and Alleged Violations set forth above, Respondent has agreed to pay a civil penalty which has been determined in accordance with Section 325(c) of EPCRA, 42 U.S.C. § 11045(c), which authorizes EPA to assess a civil penalty of up to Fifty-Five Thousand Nine Hundred and Seven Dollars (\$55,907) per day per violation of EPCRA.² Upon consideration of the

² The statutory maximum penalty level under Section 325(c) of EPCRA, 42 USC 11045(c) has been adjusted over time as required by the Federal Civil Penalties Inflation Adjustment Act of 1990 (28 U.S.C. § 2461 note; Pub. L. 101-410), as amended by the Debt Collection Improvement Act of 1996, and most recently, by the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015 (28 U.S.C. § 2461 note; Pub. L. 114-74, Section 701). EPA implements these adjustments through rulemaking which are codified in 40 CFR Part 19. As adjusted by the *Amendments to the EPA’s Civil Penalty Policies to Account for Inflation (effective January 15, 2018) and Transmittal of the 2018 Civil Monetary Penalty Inflation Adjustment Rule* (2018 Rule) (83 Fed. Reg. 1194), 40

entire record herein, including the Findings of Fact and Conclusions of Law, which are hereby adopted and made a part hereof, and upon consideration of the nature, circumstances, extent and gravity of the Factual Allegations and Alleged Violations, and with respect to Respondent's ability to pay, history of prior EPCRA Section 313 violations, the degree of culpability, economic benefit or savings (if any) resulting from the violations, and other factors as justice may require, it is **ORDERED** that Respondent be assessed a civil penalty of **Forty-Five Thousand Dollars and no cents (\$45,000)**.

27. Within thirty (30) days of the effective date of this CAFO, Respondent shall pay the assessed civil penalty by certified check, cashier's check, or wire transfer, made payable to "Treasurer, United States of America, EPA - Region 6". Payment shall be remitted in one of the following ways:

For U.S. Postal Service mail, the check(s) should be remitted to:

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

For overnight mail (non-U.S. Postal Service, e.g., Fed Ex), the check(s) should be remitted to:

U.S. Bank
Government Lockbox 979077 US EPA Fines & Penalties
1005 Convention Plaza
SL-MO-C2-GL

C.F.R. § 19.4, the Administrator may assess a civil penalty of up to \$55,907 per violation per day of violation occurring after November 2, 2015 and where penalties are assessed on or after January 15, 2018.

St. Louis, MO 63101
Phone No. (314) 418-1028

For wire transfer, the payment should be remitted to:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, NY 10045
Field Tag 4200 of the Fedwire message should read “D 68010727 Environmental
Protection Agency”

In addition to the above methods of payments, Payments may also be made electronically.

For information on electronic payments, please visit

<https://www.epa.gov/financial/makepayment>.

The above web site may also be referenced for making payments via credit card for any dollar amount up to \$24,999.99. There is no limit for checking accounts or debit cards.

PLEASE NOTE: Docket number EPCRA 06-2023-0560 shall be clearly typed on the check, or other method of payment, to ensure proper credit. In addition, for further accounting clarification, please preface the above Docket number with the acronym: CAFO, e.g., CAFO EPCRA 06-2023-0560 on the method of payment. If payment is made by check, the check shall also be accompanied by a transmittal letter and shall reference Respondent's name and address, the case name, and docket number of the CAFO. If payment is made by wire transfer, the wire transfer instructions shall reference

Respondent's name and address, the case name, and docket number of the CAFO.

28. Respondent shall also send a simultaneous notice of such payment, including a copy of the check and transmittal letter, or wire transfer instructions to the following:

Morton E. Wakeland, Jr., Ph.D.
EPCRA 313 Enforcement Coordinator
U.S. EPA, Region 6
Toxic Enforcement Section (ECDST)
1201 Elm Street, Suite 500
Dallas, TX 75270-2102
wakeland.morton@epa.gov

and

Lorena Vaughn
Regional Hearing Clerk
U.S. EPA, Region 6
1201 Elm Street, Suite 500
Dallas, TX 75270-2102
vaughn.lorena@epa.gov

Respondent's adherence to this request will ensure proper credit is given when penalties are received by EPA and acknowledged in the Region.

29. Respondent agrees not to claim or attempt to claim a federal income tax deduction or credit covering all or any part of the civil penalty paid to the United States Treasurer.
30. If Respondent fails to submit the first payment within thirty (30) days of the effective date of this Order, Respondent may be subject to a civil action to collect the penalty in full, in an appropriate district court of the United States pursuant to Section 325(f) of EPCRA, 42 U.S.C. § 11045(f).
31. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, unless otherwise prohibited by law, EPA will assess interest and late payment penalties on outstanding debts owed to the

United States and a charge to cover the costs of processing and handling a delinquent claim. Interest on the civil penalty assessed in this CAFO will begin to accrue thirty (30) days after the effective date of the CAFO and will be recovered by EPA on any amount of the civil penalty that is not paid by the respective due date. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 40 C.F.R. § 13.11(a). Moreover, the costs of the Agency's administrative handling of overdue debts will be charged and assessed monthly throughout the period the debt is overdue. See 40 C.F.R. § 13.11(b).

32. EPA will also assess a \$15.00 administrative handling charge for administrative costs on unpaid penalties for the first thirty (30) day period after the payment is due and an additional \$15.00 for each subsequent thirty (30) day period that the penalty remains unpaid. In addition, a penalty charge of up to six percent (6%) per year will be assessed monthly on any portion of the debt which remains delinquent more than ninety (90) days. See 40 C.F.R. § 13.11(c). Should a penalty charge on the debt be required, it shall accrue from the first day payment is delinquent. See 31 C.F.R. § 901.9(d). Other penalties for failure to make a payment may also apply.
33. 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.
34. This document is a "Final Order" as that term is defined in the "Enforcement Response Policy for Section 313 of the Emergency Planning and Community Right-to-Know Act

(1986) and Section 6607 of the Pollution Prevention Act (1990),” dated August 10, 1992 (Amended: 1996, 1997, and 2001; and updated in accordance with the 2016 Civil Monetary Penalty Inflation Adjustment Rule on February 24, 2017) for the purpose of demonstrating a history of “prior such violations.”

B. SUPPLEMENTAL ENVIRONMENTAL PROJECT

35. In response to the alleged violations of EPCRA, 42 U.S.C. §§ 11001 et seq., and in settlement of this matter, although not required by EPCRA or any other federal, state or local law, Respondent agrees to implement a supplemental environmental project (SEP), as described in ATTACHMENT A.
36. The EPA had no role in the selection of any SEP recipient or specific equipment identified in the SEP, nor shall this CAFO be construed to constitute EPA approval or endorsement of any SEP recipient or specific equipment identified in this CAFO.
37. The SEP is consistent with applicable EPA policy and guidelines, specifically EPA's 2015 Update to the 1998 Supplemental Environmental Projects Policy, (March 10, 2015).
38. The SEP advances at least one of the objectives of Section 313 of EPCRA, 42 U.S.C. § 11023 by providing emergency and preparedness equipment to the Tangipahoa Fire District No. 1. The SEP relates to the alleged violations and is designed to reduce the overall risk to public health and the environment potentially affected by the alleged violations by improving the recipient’s ability to respond to emergencies, including those involving release of toxic chemicals.

39. The SEP is not inconsistent with any provision of Section 313 of EPCRA, 42 U.S.C. § 11023.
40. Respondent shall implement an emergency planning and preparedness supplemental environmental project, as set forth in ATTACHMENT A (referred to throughout as “Respondent’s SEP”). The Respondent’s SEP involves Respondent’s purchase of emergency response equipment for the Tangipahoa Fire District No. 1 as set forth in ATTACHMENT A.
41. Respondent shall spend no less than one hundred sixty-eight thousand seven-hundred fifty dollars and no cents (\$168,750.00) on implementing the SEP.
42. If Respondent’s implementation of the SEP as described in ATTACHMENT A does not expend the full amount set forth in this paragraph, and if EPA determines that the amount remaining reasonably could be applied toward the purchase of additional emergency response equipment, Respondent will purchase and provide additional emergency response equipment to Tangipahoa Fire District No. 1 to expend the full amount.
43. Respondent shall complete the SEP within one hundred eighty (180) days of the effective date of this CAFO.
44. Any public statement, oral or written, in print, film, or other media, made by Respondent or a representative of Respondent making reference to the SEP under this CAFO from the date of its execution of this CAFO 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 federal laws.”

45. Respondent certifies the truth and accuracy of each of the following:
- A. That all cost information provided to the EPA in connection with the EPA's approval of the SEP is complete and accurate and that the Respondent in good faith estimates that the cost to purchase the proposed items described in the Respondent's SEP is one hundred sixty-eight thousand seven-hundred fifty dollars and no cents (\$168,750.00);
 - B. That, as of the date of executing this CAFO, Respondent is not required to perform or develop the SEP by any federal, state, or local law or regulation and is not required to perform or develop the SEP by agreement, grant, or as injunctive relief awarded in any other action in any forum;
 - C. That the SEP is not a project that Respondent was planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this CAFO;
 - D. That Respondent has not received and will not have received credit for the SEP in any other enforcement action;
 - E. That Respondent will not receive reimbursement for any portion of the SEP from another person or entity;
 - F. That 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; and
 - G. That Respondent is not a party to any open federal financial assistance transaction that is funding or could fund the same activity as the Respondent's SEP;

- H. That Respondent has inquired of the Tangipahoa Fire District No. 1 whether it is party to an open federal financial assistance transaction that is funding or could fund the same activity as the SEP and has been informed by Tangipahoa Fire District No. 1 that it is not a party to such a transaction.
46. Respondent shall submit a SEP Completion Report to EPA within thirty (30) days after completion of the SEP. The SEP Completion Report shall contain the following information:
- A. A detailed description of the SEP as implemented;
 - B. A description of any operating or logistical problems encountered and the solutions thereto;
 - C. Itemized final costs with copies of receipts for all expenditures;
 - D. Certification that the SEP has been fully implemented pursuant to the provisions of this CAFO; and
 - E. A description of the environmental and public health benefits resulting from implementation of the SEP (with a quantification of the benefits and pollutant reductions, if feasible).
47. Respondent, in itemizing its costs in the SEP Completion Report, shall clearly identify and provide acceptable documentation for all eligible SEP costs. Where the SEP completion report includes costs not eligible for SEP credit, those costs must be clearly identified as such. For purposes of this paragraph, "acceptable documentation" includes invoices, purchase orders, or other documentation that specifically identifies and itemizes the

individual costs of the goods and/or services for which payment is being made. Canceled drafts do not constitute acceptable documentation unless such drafts specifically identify and itemize the individual costs of the goods and/or services for which payment is being made.

48. Respondent agrees that failure to submit the SEP Completion Report required above shall be deemed a violation of this CAFO and Respondent shall become liable for stipulated penalties pursuant to the provisions below.

Stipulated Penalties

49. Except as provided in paragraphs 50 and 51 below, if Respondent fails to satisfactorily complete the requirements regarding the SEP specified in Section IV.B by the deadline in Paragraph 41, Respondent agrees to pay, in addition to the civil penalty in Section IV.A, the following per day per violation stipulated penalty for each day the Respondent is late meeting the applicable SEP requirement:
- A. \$500 per day for days 1-15
 - B. \$1,000 per day for days 16-30
 - C. \$2,500 per day for days 31 and beyond
50. If Respondent fails to timely submit the SEP Completion Report described in paragraph 46 in accordance with the timelines set forth in this CAFO, Respondent agrees to pay five hundred dollars (\$500) per day stipulated penalty for each day after the report was due until Respondent submits the report in its entirety.

51. If Respondent does not satisfactorily complete the SEP, including spending the minimum amount on the SEP set forth in paragraph 41, above, Respondent shall pay a stipulated penalty to the United States in the amount of one hundred eighty-five thousand dollars (\$185,000). “Satisfactory completion” of the SEP is defined as Respondent spending no less than the full amount in paragraph 41 to complete all purchases described in ATTACHMENT A within one hundred eighty (180) days of the effective date of this CAFO. The determination of whether the SEP has been satisfactorily completed shall be in the sole discretion of EPA.
52. EPA retains the right to waive or reduce a stipulated penalty at its sole discretion.
53. Respondent shall pay stipulated penalties not more than fifteen (15) days after receipt of written demand by EPA for such penalties. The method of payment shall be in accordance with the provisions of Section IV.A, above. Interest and late charges shall be paid as stated in paragraphs 30-32.

C. DISPUTE RESOLUTION

54. If the Respondent objects to any decision or directive of EPA, the Respondent shall notify the following persons in writing of its objections, and the basis for those objections, within fifteen (15) calendar days of receipt of EPA's decision or directive:

Chief, Toxics Enforcement Section
Compliance Assurance and Enforcement Division
U.S. EPA - Region 6
1201 Elm St, Suite 500
Dallas, TX 75270-2101

Chief, RCRA & Toxics Enforcement Branch
Office of Regional Counsel

U.S. EPA - Region 6
1201 Elm St., Suite 500
Dallas, TX 75270-2101

55. The Toxics Enforcement Section Chief (Chief) or their designee and the Respondent shall then have an additional fifteen (15) calendar days from receipt by EPA of the Respondent's written objections to attempt to resolve the dispute. If an agreement is reached between the Chief and the Respondent, the agreement shall be reduced to writing and signed by the Chief and the Respondent and incorporated by reference into this Consent Agreement and Final Order.
56. If no agreement is reached between the Chief and the Respondent within that time period, the dispute shall be submitted to the Director of the Compliance Assurance and Enforcement Division (Division Director) or their designee. The Division Director and the Respondent shall then have a second 15-day period to resolve the dispute. If an agreement is reached between the Division Director and the Respondent, the resolution shall be reduced to writing and signed by the Division Director and Respondent and incorporated by reference into this Consent Agreement and Final Order. If the Division Director and the Respondent are unable to reach agreement within this second 15-day period, the Division Director shall provide a written statement of EPA's decision to the Respondent, which shall be binding upon the Respondent and incorporated by reference into the Consent Agreement and Final Order.

D. NOTIFICATION

57. Unless otherwise specified elsewhere in this Consent Agreement and Final Order, whenever notice is required to be given, whenever a report or other document is required to be

forwarded by one party to another, or whenever a submission or demonstration is required to be made, it shall be directed to the individuals specified below at the addresses given (in addition to any action specified by law or regulation), unless these individuals or their successors give notice in writing to the other parties that another individual has been designated to receive the communication:

EPA: Morton E. Wakeland, Jr., Ph.D.
EPCRA 313 Enforcement Coordinator
U.S. EPA, Region 6
Toxic Enforcement Section (ECDST)
1201 Elm Street, Suite 500
Dallas, TX 75270-2102
wakeland.morton@epa.gov

Respondent: Paul Thibodeaux
FishmanHaygood LLP
201 St. Charles Avenue, 46th Floor
New Orleans, Louisiana 70170
pthibodeaux@fishmanhaygood.com

E. MODIFICATION

58. The terms, conditions, and compliance requirements of this CAFO may not be modified or amended except upon the written agreement of all parties and approval of the Regional Judicial Officer, except that the Regional Judicial Officer need not approve written agreements between the parties modifying the specified emergency response equipment in Attachment A and written agreements between the parties modifying the SEP schedules in described Attachment A for good cause. The Director of the Enforcement and Compliance Assurance Division shall sign the written agreements that do not require Regional Judicial Officer approval. Written agreements will be filed with the Regional Hearing Clerk.

F. TERMINATION

59. At such time as Respondent believes that it has complied with all terms and conditions of this Consent Agreement and Final Order, Respondent may request that EPA advise whether this Consent Agreement and Final Order has been satisfied and terminated. EPA will respond to said request as expeditiously as possible. This Consent Agreement and Final Order shall terminate when all actions required to be taken by this Consent Agreement and Final Order have been completed, and Respondent has been notified by the EPA in writing that this Consent Agreement and Final Order has been satisfied and terminated.

G. NO EPA LIABILITY

60. Neither EPA nor the United States Government shall be liable for any injuries or damages to persons or property resulting from acts or omissions of the Respondent, their officers, directors, employees, agents, receivers, trustees, successors, assigns or contractors in carrying out activities pursuant to this Consent Agreement and Final Order, nor shall the EPA or the United States Government be held out as a party to any contract entered into by the Respondent in carrying out activities pursuant to this Consent Agreement and Final Order.

H. EFFECT OF SETTLEMENT AND RETENTION OF ENFORCEMENT RIGHTS

61. Upon Respondent's satisfaction of the obligations set forth herein all Factual Allegations and Alleged Violations set forth herein and related to EPA Enforcement Docket number EPCRA-06-2023-0560 shall be deemed administratively closed.
62. EPA reserves all rights or remedies available to EPA for any other violations by

Respondent (i.e., those that are not addressed herein) of Federal or State laws, regulations, or permitting conditions.

63. Nothing in this CAFO shall relieve Respondent of the duty to comply with all applicable provisions of Section 313 of EPCRA, 42 U.S.C. § 11023, and 40 C.F.R. Part 372.

64. Nothing in this CAFO shall limit the power and authority of EPA or the United States to take, direct, or order all actions to protect public health, welfare, or the environment, or prevent, abate or minimize an actual or threatened release of hazardous substances, pollutants, contaminants, hazardous substances on, at, or from Respondent's facility.

Furthermore, nothing in this CAFO shall be construed to prevent or limit EPA's civil and criminal authorities, or that of Federal, State, or local agencies or departments to obtain penalties or injunctive relief under Federal, State, or local laws or regulations.

I. COSTS

65. Each party shall bear its own costs and attorney's fees. Furthermore, Respondent specifically waives its right to seek reimbursement of its costs and attorney's fees under 5 U.S.C. § 504 and 40 C.F.R. Part 17.

J. EFFECTIVE DATE

66. This CAFO becomes effective upon filing with the Regional Hearing Clerk.

K. ELECTRONIC SIGNATURES

67. The EPA and Respondent agree to the use of electronic signatures for this matter. The EPA and Respondent further agree to electronic service of this Consent Agreement and Final Order, pursuant to 40 C.F.R. § 22.6, by email to the following addresses:

Smitty's Supply Inc. – Roseland, Louisiana
Docket No. EPCRA 06-2023-0560

To EPA: *taylor.nathan@epa.gov*
 wakeland.morton@epa.gov

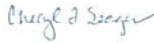
To Respondent: *chadtate@smittysinc.net*

**THE UNDERSIGNED PARTIES CONSENT TO THE ENTRY OF THIS CONSENT
AGREEMENT AND FINAL ORDER:
FOR THE RESPONDENT:**



Chad Tate
President
Smitty's Supply Inc.
63399 Hwy 51
Roseland, Louisiana 70456

FOR THE COMPLAINANT:



Digitally signed by CHERYL
SEAGER
Date: 2023.05.12 11:17:41
-05'00'

Cheryl T. Seager
Director
Enforcement and
Compliance Assurance Division
U.S. EPA Region 6

FINAL ORDER

Pursuant to Section 325(c) of EPCRA, 42 U.S.C. § 11045(c), and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, 40 C.F.R. Part 22, the foregoing Consent Agreement is hereby ratified. This Final Order shall not in any case affect the right of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law. This Final Order shall resolve only those Causes of Action alleged in the Consent Agreement. Nothing in this Final Order shall be construed to waive, extinguish or otherwise affect Respondent's (or its officers, agents, servants, employees, successors, or assigns) obligation to comply with all applicable federal, state, and local statutes and regulations, including the regulations that were the subject of this action. Respondent is ordered to comply with the terms of settlement and the civil penalty payment instructions as set forth in the Consent Agreement. In accordance with 40 C.F.R. § 22.31(b), this Final Order shall become effective upon filing with the Regional Hearing Clerk.

**THOMAS
RUCKI**

Digitally signed by THOMAS RUCKI
DN: c=US, o=U.S. Government, ou=Environmental
Protection Agency, cn=THOMAS RUCKI,
0.9.2342.19200300.100.1.1+68301003655804
Date: 2023.05.17 10:53:25 -0400

Thomas Rucki
Regional Judicial Officer
U.S. EPA Region 6
Dallas, Texas 75270-2102

CERTIFICATE OF SERVICE

I certify that that a true and correct copy of the foregoing Consent Agreement and Final Order was delivered electronically to the Regional Hearing Clerk, U.S. EPA, Region 6, 1201 Elm Street, Dallas, Texas 75270-2102, and that a true and correct copy was sent this day of May 17, 2023 in the following manner to the addressees:

Copy via Email to Complainant:

taylor.nathan@epa.gov
wakeland.morton@epa.gov
and
vaughn.lorena@epa.gov

Copy via Email to Respondent:

chadtate@smittysinc.net
brad@bradberner.com
and
pthibodeaux@fishmanhaygood.com

NATHAN
TAYLOR

Digitally signed by NATHAN TAYLOR
DN: cn=U.S. Government,
ou=Environmental Protection Agency,
o=NATHAN TAYLOR,
c=U.S.A., email=11468001003643494
Date: 2023.05.17 11:40:34 -0500

Nathan Taylor
Assistant Regional Counsel
Region 6, U.S. EPA

Attachment A

Supplemental Environmental Project Fire Department Emergency Response Equipment

The Supplemental Environmental Project (“SEP”) consists of donating emergency response equipment to the Tangipahoa Fire District No. 1 (“TFD”) located at 210 NE Central Ave., Amite City, LA 70422.

Scheduling:

Defendant shall order the equipment described below for TFD within 90 days of the Effective Date, which equipment must be delivered to TFD within 180 days of the Effective Date. The SEP shall be considered complete when each piece of equipment described below, or substantially similar equipment in the event the equipment listed below is not available, is delivered to TFD. If necessary, substantially similar equipment will be donated by Defendant after consultation with TFD.

1. Cordless and rechargeable equipment for the fire rescue truck, as shown on Attachment A-1. This equipment includes: 1 Cutoff Saw; 1 Cutoff Saw Power Supply; 1 LED Portable Worklight; 2 Portable Tower Lights; 3 Battery Packs for aforementioned Lights; 1 Cordless Chainsaw; 2 Sawzall Blade Kits; 1 Hackzall; and 3 Cordless Power Tool Sets. This rechargeable equipment will be housed on a rescue truck to assist in various issues that arise on emergency response matters. The total expenditure for the rechargeable equipment is \$5,028.94.
2. One Lucas Chest Compression System (“CCS”), as shown on Attachment A-2. The CCS provides automated chest compressions – CPR – during transport to lifesaving therapies, which reduces risks associated with transport. The total expenditure for the CCS is \$15,558.61.
3. Four air monitors with accessories including charging stations and memory cards, as shown on Attachment A-3. These air monitors are used to detect combustible gases and ensure air quality is safe for firefighter entry. The total expenditure on the air monitors is \$10,155.00.
4. Three LIFEPAK 1000 Defibrillators with associated infant/child defibrillator connections, as shown on Attachment A-4. These defibrillators offer automated external defibrillation with onscreen audio and visual prompts for life saving treatment to those suffering from sudden cardiac arrest. The total expenditure for the defibrillators is \$9,650.10.
5. One Digital Fire Training System with system attachments, as shown on Attachment A-5. This digital training system allows fire professionals to train anywhere by digitally

simulating realistic fire growth and smoke conditions. The attachments include digital nozzles that connect to the base training system that act as water hoses. This system provides in depth fire training where live fire is not possible. The total expenditure for this system is \$19,216.25.

6. Bunker gear, as shown on Attachment A-6. The bunker gear consists of 25 sets of: coats; pants; boots; and helmets. Additionally, there are 40 sets of gloves and protective hoods. The bunker gear is personal protective equipment used to protect firefighters from flames and hazardous conditions as they enter a facility, chemicals used to fight fires, and chemicals generated from materials located at the site of fires. The total expenditure for the bunker gear is \$84,954.32.
7. Five thermal imaging cameras, as shown on Attachment A-7. These thermal imaging cameras allow firefighters to find victims and locate hot spots to neutralize fires in a faster, more efficient manner. The total expenditure for the thermal imaging cameras is \$11,061.00.
8. One Portable, Around-the-Pump Foam Proportioning System, as shown on attachment A-8. The Foam Proportioning System transforms any fire water pump into a foam producing device, which allows firefighters to reduce the spread of fire more effectively. The total expenditure of the Foam Proportioning System is \$6,500.00.
9. Four Shellback Tactical Patriot Active Shooter Kits with Level IV Plates, as shown on Attachment A-9. The Shellback Tactical Patriot Active Shooter Kit is a ballistic vest for active shooter preparation and response. This kit provides first responders with protection against handgun and rifle rounds. The total expenditure for the Shellback Kits is \$1,295.96.
10. One E-Z UP Vantage Safety Tent with associated weight bag and sidewalls, as shown on Attachment A-10. The E-Z UP Vantage Safety Tent is commonly used by first responders as a complete solution for medical emergencies, mobile testing, or similar rapid response needs. The Vantage Safety Tent uses industry-standard color-coded tops providing easy reference to determine the severity of a patient's symptoms and/or guide them to the appropriate level of care. The total expenditure for the Vantage Safety Tent with attachments is \$1,861.16.
11. Six Apple Ipads, as shown on Attachment A-11. The Apple Ipads are small electronic tablets that the Fire Department will use for communication, notification, response, mapping and navigation, and situational awareness. The total expenditure for the Apple Ipads is \$3,529.93.

Defendant's total expenditure to TFD is \$168,811.27. **VOUCHERS FOLLOW:**

APPENDIX A-1

Shopping Cart | Northern Tool

8/25/22, 10:16 AM



NorthernTool.com | 1-800-838-0516

Item Description	Delivery Options	Qty	Price	Product Total
1x	Backordered Online Get it Thu, Sep 1 - Thu, Sep 8 Not Available at Lubbock	Update	Reg. \$999.00 \$699.00	Product Total \$5,988.94 Product Discount -\$960.00 Order Subtotal \$5,028.94 PayPal As low as \$251.11/mo. Learn more
1x	In Stock Get it Tue, Aug 30 - Thu, Sep 1 1 In Stock at Lubbock Get it in under 2 hours	Update	\$99.00	
x	In Stock Get it Tue, Aug 30 - Thu, Sep 1 5 In Stock at Lubbock Get it in under 2 hours	Update	\$119.00	
2x	Backordered Online Get it Thu, Sep 1 - Thu, Sep 8 Not Available at Lubbock	Update	\$440.00 ea. \$898.00	
4x	In Stock Get it Tue, Aug 30 - Thu, Sep 1 Not Available at Lubbock	Update	\$249.00 ea. \$996.00	
1x	In Stock Get it Tue, Aug 30 - Thu, Sep 1 5 In Stock at Lubbock Get it in under 2 hours	Update	\$499.00 \$499.00	
1x	In Stock Get it Tue, Aug 30 - Thu, Sep 1 15 In Stock at Lubbock Get it in under 2 hours	Update	\$31.47 ea. \$62.94	
1x	In Stock Get it Tue, Aug 30 - Thu, Sep 1 Not Available at Lubbock	Update	Reg. \$169.00 \$159.00	
3x	In Stock Get it Tue, Aug 30 - Thu, Sep 1 Not Available at Lubbock	Update	Reg. \$250.00 ea. + Free Shipping Free Battery \$1,497.00	

Need help?

Reg. Our product experts are here to assist you.
[Click here to chat now.](#)





APPENDIX A-2

Lucas

Quote Number: 10568591	Remit to: Stryker Medical
	P.O. Box 93308
	Chicago, IL 60673-3308
Version: 1	Rep: Tess Jones
Prepared For: TANGIPAOHA PARISH FIRE DISTRICT 1	Email: tess.jones@stryker.com
Attn:	Phone Number: 979-241-8683
	Mobile: 979-241-8683
Quote Date: 08/18/2022	
Expiration Date: 09/30/2022	

Delivery Address	End User - Shipping - Billing	Bill To Account
Name: TANGIPAOHA PARISH FIRE DISTRICT 1	Name: TANGIPAOHA PARISH FIRE DISTRICT 1	Name: TANGIPAOHA PARISH FIRE DISTRICT 1
Account #: 1338458	Account #: 1338458	Account #: 1338458
Address: 210 NE CENTRAL AVE AMITE Louisiana 70422	Address: 210 NE CENTRAL AVE AMITE Louisiana 70422	Address: 210 NE CENTRAL AVE AMITE Louisiana 70422

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99576-000063	LUCAS 3, v3.1 Chest Compression System, Includes Hard Shell Case, Slim Back Plate, (2) Patient Straps, (1) Stabilization Strap, (2) Suction Cups, (1) Rechargeable Battery and Instructions for use With Each Device	1	\$15,071.01	\$15,071.01
2.0	11576-000071	LUCAS External Power Supply	1	\$363.66	\$363.66
Equipment Total:					\$15,434.67

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$123.94
Grand Total:	\$15,558.61

Prices: In effect for 30 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.

APPENDIX A-3



*Providing Protection for those Who Protect Us
since 1950*

PRICE QUOTE 1-800-551-8787 8/19/2022

TO: Amite FD Attn: Asst. Chief Jason King

QTY	PART NUMBER	DESCRIPTION	PRICE	AMOUNT
3	A-ALT5X-ALKF100C10	MSA - Altair 5X MultiGas Detector with Xcell Sensor Technology. LEL 0-100% (PENTANE) Oxygen 0-30%, HCN 0-30 PPM, CO 0-1999 PPM, Monochrome display, Internal Pump, Datalogging, Motion Alert, Instant Alert, and Sampling Probe Kit (Includes 10' Sample Line and 1" Probe)	\$1,837.00	\$5,511.00
1	MSA - 10128627	MSA - Galaxy GX2 Automated Test System Includes one Altair 5X module, 4 valve/4 cylinder port. North America power supply	\$1,805.00	\$1,805.00
2	MSA - 10105756	MSA - Smart Electronic Cylinder Holder	\$815.00	\$1,630.00
1	MSA - 10045035	MSA - 4-Gas Calibration Mix, Smart Cylinder 58L 1.45% CH4, 15% O2, 60ppm CO, 20ppm H2S	\$405.00	\$405.00
1	MSA - 711072	MSA - HCN Calibration Gas, Smart Cylinder 34L, 10ppm	\$405.00	\$405.00
1	MSA - 10127427	MSA - Altair 5X Multi-Unit Charging Station	\$364.00	\$364.00
1	MSA - 10127111	MSA - Sd/DHC Memory Card	\$35.00	\$35.00
			SUB-TOTAL	\$10,155.00
Jim Parker Casco Industries 985-201-4649			**** PLUS FREIGHT ****	FREIGHT
			TOTAL	

APPENDIX A-4



Quick Quote 8/11/2022 5:29 PM

Quote Number: 10568594

Remit to: **Stryker Medical**

Version: 1

P.O. Box 93308

Chicago, IL 60673-3308

Prepared For: TANGIPAOHA PARISH FIRE DISTRICT 1

Rep: Tess Jones

Email: tess.jones@stryker.com

Attn:

Phone Number: 979-241-8683

Mobile: 979-241-8683

Quote Date: 08/18/2022

Expiration Date: 09/30/2022

Delivery Address		End User - Shipping - Billing		Bill To Account	
Name:	TANGIPAOHA PARISH FIRE DISTRICT 1	Name:	TANGIPAOHA PARISH FIRE DISTRICT 1	Name:	TANGIPAOHA PARISH FIRE DISTRICT 1
Account #:	1338458	Account #:	1338458	Account #:	1338458
Address:	210 NE CENTRAL AVE AMITE Louisiana 70422	Address:	210 NE CENTRAL AVE AMITE Louisiana 70422	Address:	210 NE CENTRAL AVE AMITE Louisiana 70422

Equipment Products:

#	Product	Description	Qty	Sell Price	Total
1.0	99425-000023	LIFEPAK 1000 Graphical Display - includes one non-rechargeable battery, one carrying case w/ shoulder strap, two pair QUIK-COMBO REDI-PAK electrodes and Ship Kit	3	\$2,975.00	\$8,925.00
2.0	41425-000034	Ship Kit - Literature, LP1000, W RCHG, English	3	\$0.00	\$0.00
3.0	11101-000017	Infant/Child Reduced Energy Defibrillation Electrode Starter Kit	3	\$213.00	\$639.00
Equipment Total:					\$9,564.00

Price Totals:

Estimated Sales Tax (0.000%):	\$0.00
Freight/Shipping:	\$86.10
Grand Total:	\$9,650.10

Prices: In effect for 30 days

Terms: Net 30 Days

Contact your local Sales Representative for more information about our flexible payment options.



NAFECO
 Mailing: 1515 W Moulton St
 (2601 Beltline Road)
 Decatur, AL 35601
 (800) 628-6233
 info@nafeco.com

APPENDIX A-5

Quotation
 Q1522811873

Date: 8/11/2022
 Expires: 9/10/2022
 FOB:

Customer Number:
 Customer Information: Tangipahoa Parish Fire Prot Di
 Address: 210 NE Central Ave
 Amite City, La 70422

Attention: Chief King
 Phone: 985-748-5161
 Email: jason.king@tpld1.org
 Prepared By: Keith Brown

Qty.	Product	Description	Each	Total
1	ATTB002-B	Lion ATTACK Digital Fire Training System, BASE Package Case, Panel and Weight Bag (water)	\$14,868.00	\$14,868.00
1	DN002-B	Bullex Attack Digital Nozzle Base Pkg Digital Nozzle and case	\$4,348.25	\$4,348.25
			Total: \$19,216.25	
			<i>tax & freight to be determined</i>	

Notes:

Thank you for your business!

NOTE: All accounts are subject to sales tax charges unless a valid state exempt certificate is on file with NAFECO, or provided at the time of the order.

If you have any questions concerning this quote, please call our number listed above.

Visit Us On The Internet At: www.nafeco.com

APPENDIX A-6

Quote

Premier Fire Equipment LLC

6168 W Park Ave Houma, LA 70364
 P O Box 20305 Houma, LA 70360
 (985) 580-1555



Date	Quote #
8/10/2022	1948

Company Name
Tangipahoa Fire Dist.1 P.O. Box 279 Amite, LA 70422-0279

Item	Description	Qty	Price Each	Total
PS1125	Warrior Coat	25	1,341.60	33,540.00T
PS1175	Warrior Pant	25	954.00	23,850.00T
0912 X2	14" NFPA Leather & Fusion TM fabric, Custom Fit System	25	324.00	8,100.00T
7877	MK1 Firefighter Glove Size	40	77.94	3,117.60T
HT-TRA-EV1	Traditional EV 1 Helmet	25	356.8884	8,922.21T
PS383867	Nano Hood NFPA	40	110.0025	4,400.10T
HF-SCRAM	Sacramento Front	25	61.0264	1,525.66T
XPP-5570G	Right Angle Light, AA batteries, Green	25	59.95	1,498.75T
Freight	Freight Included	1	0.00	0.00T
If you have any questions please call or email premierfireeq@gmail.com			Subtotal	\$84,954.32
Prices Good For 30 Days			Sales Tax (0.0%)	\$0.00
			Total	\$84,954.32



MES - Texas
 600 Century Plaza Dr.
 Suite C-150
 Houston, TX 77073

APPENDIX A-7

Invoice

Invoice # IN1752907
 Date 08/18/2022
 Terms Net 30
 Due Date 09/17/2022
 Customer # C224387
 PO # 7254
 Sales Rep LeBlanc, John
 Sales Order SO1624874

Bill To
 Jason King
 Tangipahoa Parish Fire Protection Dist.
 No.1
 210 N.E. Central Ave.
 Amite LA 70422
 United States

Ship To
 Jason King
 Tangipahoa Parish Fire Protection Dist.
 No.1
 210 N.E. Central Ave.
 Amite LA 70422
 United States

Item	Description	QTY	Units	Back Ordered	Unit Price	Amount
FDIC-FFIX-PROMO	4 SEEK FirePRO X units (RQ-FFIX), 4 Gear Keeper Lanyards (RT4-4504) plus 1 4-bay Magnetic Charger (RD-FAA)	1		0	\$2,795.00	\$2,795.00
FQ-PAAX	AttackPRO with truck mount charger	2		0	\$3,499.00	\$6,998.00
RQ-FFIX	FirePro X	2		0	\$599.00	\$1,198.00
RT4-4504	SEEK TIC Gear Keeper with Aluminum Carabiner	2		0	\$35.00	\$70.00

Thanks for choosing MES for your SEEK thermal imagers purchase. Please contact Johnny LeBlanc with any questions.
 Cell: 337-441-0365
 Email: jleblanc@mesfire.com
 SHIPPING TO BE CALCULATED AT TIME OF PURCHASEINVOICE WILL HAVE SHIPPING COSTS ADDED***IF EXACT SHIPPING PRICE IS REQUIRED, PLEASE INDICATE ITEMS AND QUANTITIES DESIRED***

Subtotal \$11,061.00
 Shipping Cost \$0.00
 Tax Total \$0.00
 Total \$11,061.00
 Amount Due \$11,061.00

Tracking #: 276934289183

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.
 Custom orders are not returnable.
 All payments must be clearly marked with the Customer and Invoice numbers. Payments not marked will be applied to the oldest invoice first.

Wire/ ACH:
 Routing#: 121000248
 Acct#: 2000030294608
 Bank Name: Wells Fargo Bank, N.A.

Wire/ ACH Remittance Advice: AR@MESFIRE.COM
 Please include Customer# and Invoice#

Please call us for invoice questions:
 1-877-MES-FIRE (1-877-637-3473)

Remittance Slip

Customer C224387 Tangipahoa Parish Fire Protection Dist. No.1
 Invoice # IN1752907
 Amount Due \$11,061.00
 Amount Paid _____

Make Checks Payable To
 MUNICIPAL EMERGENCY SVCS
 PO BOX 856892
 MINNEAPOLIS, MN 55485-6892



Ballistic Vests APPENDIX A-9



**SHELLBACK
TACTICAL**

Shellback Tactical LLC
 995 Holland Avenue
 CAYCE SC 29033-3629
 United States

Invoice

#IN93778

Date: 11/4/2022

Bill To
 Jason King
 Tangipahoa Parish Fire
 Protection District #1
 210 N E Central Ave
 Amite LA 70422
 United States

Ship To
 Jason King
 Tangipahoa Parish Fire
 Protection District #1
 210 N E Central Ave
 Amite LA 70422
 United States

TOTAL

\$1,295.96

Due Date: 12/4/2022

PO # 7319	Invoice Date 11/4/2022	Terms Net 30	Sales Rep Amanda Olson	Shipping Method UPS® Ground	Tracking # 129V00V00314008241 129V00V00301153260 129V00V00303419050 129V00V00309284837
---------------------	----------------------------------	------------------------	----------------------------------	---------------------------------------	---

Item #	Description	Quantity	Rate	Amount
GSA-PATPC-ASK-RD	Patriot Active Shooter Kit with Level IV Model 1155 Armor Plates Range Red	4	\$323.99	\$1,295.96
Subtotal				\$1,295.96
Shipping				\$0.00
Tax Total				
Total				\$1,295.96

Deliver No Goods Without This Order	WE PARTICULARLY REQUEST YOU TO PUT NUMBER OF THIS ORDER ON YOUR BILL	
	NO. 7319	Amite, La. <u>11/4/22</u>
	PLEASE DELIVER <u>Shellback Tactical</u>	
	ORDERED FOR <u>Smitty's</u>	Tangipahoa Fire Protection District No. 1 P. O. Box 279 • Amite, LA 70422 (985) 748-9412
	Per <u>[Signature]</u>	

Safety Tent
APPENDIX A-10



International E-Z UP, Inc.

1900 Second Street
 Norco, CA 92860
 Phone: (800) 45-SHADE Fax: (951) 279-0888

Order ORD0510200

Division 70
 Date 11/4/2022
 Order Date 11/4/2022
 Requested Ship Date 11/11/2022
 Customer In Hand Date

Sold To:

Tangipahoa Parish Fire Protection District # 1
 Jason King
 210 N.E. Central Avenue
 Amite, LA 70422
 USA

Ship To:

Tangipahoa Parish Fire Protection District
 Jason King
 210 N.E. Central Avenue
 Amite, LA 70422
 USA

PO Number	Customer No	SalesPerson	Shipping Method	Shipping Terms	Payment Terms
7316	0192704	Walter Bravo	F02- FEDEX GROUND	FOB Norco	PREPAID

Item Number	Description\Customer Requested Ship Date	Unit	Ordered	Invoice	B/O	Unit Price	Ext Price
VG3WH20RBFV2P2	Vantage, 20'(6m) Shelter, Wh Frame, Royal Bl Top, Fusion,(2)Val (2)Pk, Stakes & RB 11/11/2022	Each	1		1	1,086.00	1,086.00
WB3GYBK4	Weight Bag, 45 lb. Gray 4 Pack. w/ Black Accents, 11/11/2022	Each	1			82.50	82.50
SW3PR10WHMFSS	Sidewall, 10'(3m) Pro, White, Fusion, 1 Side 11/11/2022	Each	2		2	266.25	532.50
G555SPECIALCP	5 DAY SPECIAL 11/11/2022	Each	1		1	1.00	1.00
FREIGHT	Freight 11/11/2022	Each	1		1	100.16	100.16

Remit To: 1900 Second Street, Norco, CA 92860		Subtotal	1,802.16
		Freight	0.00
		Total Sales Tax	0.00
		Discount:	1.00
		Order Total	1,801.16
		Less Deposits	1,801.16
		Invoice Balance	0.00

Important note: All Product will be shipped to the address listed above unless notified at least 72 hours prior to the requested ship date. We will not be responsible for incremental shipping costs, rerouting fees or charges associated with customer's failure to provide accurate shipping information at least 72 hours prior to the "Requested Ship Date" listed above.

Smitty's Supply Inc. – Roseland, Louisiana
 Docket No. EPCRA 06-2023-0560



International E-Z UP, Inc.

1900 Second Street
 Norco, CA 92860
 Phone: (800) 45-SHADE Fax: (951) 279-0888

Order ORD0510099

Division 70
 Date 11/3/2022
 Order Date 11/3/2022
 Requested Ship Date 11/4/2022
 Customer In Hand Date

Sold To:

Tangipahoa Parish Fire Protection District # 1
 Jason King
 210 N.E. Central Avenue
 Amite, LA 70422
 USA

Ship To:

Tangipahoa Parish Fire Protection District
 Jason King
 1900 Second St
 Norco, CA 92860

PO Number	Customer No	SalesPerson	Shipping Method	Shipping Terms	Payment Terms
7316	0192704	Walter Bravo	WC- CUSTOMER PICK UP	FOB Norco	PREPAID

Item Number	Description\Customer Requested Ship Date	Unit	Ordered	Invoice	B/O	Unit Price	Ext Price
GARTWORK	ARTWORK SERVICE PER HOUR 11/4/2022	Each	1		1	30.00	30.00

Remit To: 1900 Second Street, Norco, CA 92860 Important note: All Product will be shipped to the address listed above unless notified at least 72 hours prior to the requested ship date. We will not be responsible for incremental shipping costs, rerouting fees or charges associated with customer's failure to provide accurate shipping information at least 72 hours prior to the "Requested Ship Date" listed above.	Subtotal	30.00
	Freight	0.00
	Total Sales Tax	0.00
	Discount	0.00
	Order Total	30.00
	Less Deposits	30.00
	Invoice Balance	0.00



International E-Z UP, Inc.

1900 Second Street
 Norco, CA 92860
 Phone: (800) 45-SHADE Fax: (951) 279-0888

Order ORD0510099

Division 70
 Date 11/3/2022
 Order Date 11/3/2022
 Requested Ship Date 11/4/2022
 Customer In Hand Date

Sold To:

Tangipahoa Parish Fire Protection District # 1
 Jason King
 210 N.E. Central Avenue
 Amite, LA 70422
 USA

Ship To:

Tangipahoa Parish Fire Protection District
 Jason King
 1900 Second St
 Norco, CA 92860

PO Number	Customer No	SalesPerson	Shipping Method	Shipping Terms	Payment Terms
7316	0192704	Walter Bravo	WC- CUSTOMER PICK UP	FOB Norco	PREPAID

Item Number	Description\Customer Requested Ship Date	Unit	Ordered	Invoice	B/O	Unit Price	Ext Price
GARTWORK	ARTWORK SERVICE PER HOUR 11/4/2022	Each	1		1	30.00	30.00

Remit To: 1900 Second Street, Norco, CA 92860 Important note: All Product will be shipped to the address listed above unless notified at least 72 hours prior to the requested ship date. We will not be responsible for incremental shipping costs, rerouting fees or charges associated with customer's failure to provide accurate shipping information at least 72 hours prior to the "Requested Ship Date" listed above.	Subtotal	30.00
	Freight	0.00
	Total Sales Tax:	0.00
	Discount:	0.00
	Order Total	30.00
	Less Deposits	30.00
	Invoice Balance	0.00

Deliver No Goods Without This Order	WE PARTICULARLY REQUEST YOU TO PUT NUMBER OF THIS ORDER ON YOUR BILL	
	7316	Amite, La. <u>711-1-22</u>
	PLEASE DELIVER	<u>E7-UP</u> <u>Five Pounds in Tank 9 actual</u>
	ORDERED FOR	<u>Smitty's</u> Tangipahoa Fire Protection District No. 1 P. O. Box 279 • Amite, LA 70422 (985) 748-9412
	Per _____	

APPENDIX A-11
I Pads for Captains

Order #1155900

Name:	TANGIPAHOGA PARISH FIRE PROTEC	City:	AMITE
Address:	210 NE CENTRAL AV	Zip:	704227549
State:	LA	EM:	
Daytime Phone #:	985-745-6412	ECPD Profile ID:	7221252
Credit Application #:	804838756 (AP) 0	Account #:	0042029290 00001
EAC #:			

Equipment Purchased

SKU	Description	Quantity	Unit Price	Tax	Sub Total
WAR6002	1 YR. MFG. WARRANTY	1	\$0.00	\$0.00	\$0.00
MQ6J3LL/A	IP 10 9 64 SLV 22	1	\$499.99	\$0.00	\$499.99
DFILLSIM5G-SA-A	DFILL INTERM SIM	1	\$0.00	\$0.00	\$0.00
SHP002	2 DAY BY 8PM	1	\$0.00	\$0.00	\$0.00

SKU	Description	Quantity	Unit Price	Tax	Sub Total
MUBF2AM/A	SPE APP PEN IPAD2018	1	\$129.99	\$0.00	\$129.99
ESIMJ	APPLEBUSINESSESIMJ	1	\$0.00	\$0.00	\$0.00
WAR6002	1 YR. MFG. WARRANTY	1	\$0.00	\$0.00	\$0.00
MP553LL/A	IPRO 11 128 SG 22	1	\$899.99	\$0.00	\$899.99
UNIVESIM5G-SA-A	GMT 5G SOFTSIM	1	\$0.00	\$0.00	\$0.00
SHP002	2 DAY BY 8PM	1	\$0.00	\$0.00	\$0.00

SKU	Description	Quantity	Unit Price	Tax	Sub Total
WAR6002	1 YR. MFG. WARRANTY	1	\$0.00	\$0.00	\$0.00
MQ6J3LL/A	IP 10 9 64 SLV 22	1	\$499.99	\$0.00	\$499.99
DFILLSIM5G-SA-A	DFILL INTERM SIM	1	\$0.00	\$0.00	\$0.00
SHP002	2 DAY BY 8PM	1	\$0.00	\$0.00	\$0.00

SKU	Description	Quantity	Unit Price	Tax	Sub Total
WAR6002	1 YR. MFG. WARRANTY	1	\$0.00	\$0.00	\$0.00
MQ6J3LL/A	IP 10 9 64 SLV 22	1	\$499.99	\$0.00	\$499.99
DFILLSIM5G-SA-A	DFILL INTERM SIM	1	\$0.00	\$0.00	\$0.00
SHP002	2 DAY BY 8PM	1	\$0.00	\$0.00	\$0.00

Payment Information

SNo.	Payment Type	Bill To	Amount	Payment Date
1	ZD	ZERO DOLLAR	\$0.00	11/08/2022 16:36:43
2	CR	6337/04856G	\$2529.95	11/08/2022 16:36:43
Grand Total:			\$2529.95	

Smitty's Supply Inc. – Roseland, Louisiana
 Docket No. EPCRA 06-2023-0560

Order #1155901

Equipment Purchased

SKU	Description	Quantity	Unit Price	Tax	Sub Total
WAR6002	1 YR. MFG WARRANTY	1	\$0.00	\$0.00	\$0.00
MO6J3LL/A	IP 10 9 64 SLV 22	1	\$499.99	\$0.00	\$499.99
DFILLSIM5G-SA-A	DFILL INTERM SIM	1	\$0.00	\$0.00	\$0.00
SHP002	2 DAY BY 8PM	1	\$0.00	\$0.00	\$0.00

SKU	Description	Quantity	Unit Price	Tax	Sub Total
WAR6002	1 YR. MFG WARRANTY	1	\$0.00	\$0.00	\$0.00
MO6J3LL/A	IP 10 9 64 SLV 22	1	\$499.99	\$0.00	\$499.99
DFILLSIM5G-SA-A	DFILL INTERM SIM	1	\$0.00	\$0.00	\$0.00
SHP002	2 DAY BY 8PM	1	\$0.00	\$0.00	\$0.00

Payment Information

S.No.	Payment Type	Bill To	Amount	Payment Date
1	ZD	ZERO DOLLAR	\$0.00	11/08/2022 16:36:49
2	CR	6337:03917G	\$999.98	11/08/2022 16:36:49
Grand Total:			\$999.98	

WE PARTICULARLY REQUEST YOU TO PUT NUMBER OF THIS ORDER ON YOUR BILL

7318 Amite, La., 11/4/22

Virginia

PLEASE DELIVER 5 - Structural Pads; 2 - i Post Per II
 in Apple parcel

ORDERED FOR 3529.93
 (Smitty's)

Tangipahoa Fire Protection District No. 1
 P. O. Box 279 • Amite, LA 70422
 (985) 748-0412

Per: *[Signature]*

Deliver No Goods Without This Order