UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION I – New England
5 Post Office Square - Suite 100
Boston, Massachusetts 02109-3912

BY HAND

MAR 2 5 2016

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

Re: Maine Health & Environmental Laboratory, Docket No. RCRA-01-2015-0024

Dear Ms. Santiago:

Enclosed for filing in the above-referenced matter, please find the original and one copy of the Consent Agreement and Final Order, with Certificate of Service.

Thank you for your assistance in this matter.

Sincerely,

Audrey Zucker
Enforcement Counsel

Enclosures

cc: Deanna White, Esq.

Docket No. RCRA-01-2015-0024

CERTIFICATE OF SERVICE

I hereby that the foregoing Consent Agreement and Final Order, In the Matter of Maine Health & Environmental Testing Laboratory, Docket No. RCRA-01-2015-0024, was sent to the following persons, in the manner specified on the date below:

Original and one copy
by hand-delivery to:

Wanda Santiago
Regional Hearing Clerk
U.S. EPA, Region I (ORA18-1)
5 Post Office Square, Suite 100
Boston, MA 02109

One copy by electronic mail:

Deanna L. White
Office of the Attorney General
State House Station 6
Augusta, ME 04333
Deanna.White@maine.gov

Dated: 3/25/16

Audrey Zucker

Audrey Zucker, Esq.
U.S. Environmental Protection Agency
Region 1
5 Post Office Square, Suite 100 (OES04-2)
Boston, MA 02109-3912
617-918-1788

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1

In the Matter of:	)	
	)	Docket Number
Maine Health & Environmental Testing Laboratory	)	RCRA-01-2015-0024
	)	
Respondent	)	
	)	
Proceeding under Section 3008(a) of the Resource Conservation Act, 42 U.S.C. § 6928(a)	)	

CONSENT AGREEMENT AND FINAL ORDER

Complainant, the United States Environmental Protection Agency ("EPA"), having filed the Amended Complaint herein on September 8, 2015, against Respondent Maine Health & Environmental Testing Laboratory ("Respondent"); and

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

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

I. PRELIMINARY STATEMENT

1. EPA initiated this proceeding for the assessment of a civil penalty, pursuant to Section 3008(a) of the Resource Conservation and Recovery Act ("RCRA").

2. The Amended Complaint alleges that Respondent violated Sections 3002 and 3005 of RCRA, 42 U.S.C. §§ 6922 and 6925, Chapter 13 of Title 38 of the Maine Revised Statues ("M.R.S.A.") and the regulations promulgated thereunder at Chapter 850 et. seq. (the "Maine Rules").

3. Respondent filed its Answer on September 28, 2015.

4. This CAFO shall apply to and be binding upon Respondent, its officers, employees, successors and assigns.

5. Respondent stipulates that EPA has jurisdiction over the subject matter alleged in the Amended Complaint and that the Amended Complaint states a claim upon which relief can be granted against Respondent. Respondent waives any defenses it might have as to jurisdiction and venue. Without admitting or denying the factual allegations or conclusions of law contained in the Amended Complaint or in this CAFO, and without admitting or denying liability as to any claim alleged in the Amended Complaint or in this CAFO, Respondent consents for purposes of settlement to the terms of this CAFO.

6. Respondent hereby waives its right to a judicial or administrative hearing or appeal on any issue of law or fact set forth in the Amended Complaint, and waives its right to appeal the Final Order accompanying this Consent Agreement.

II. TERMS OF SETTLEMENT

7. Respondent certifies that its facility located in Augusta, Maine, is now in compliance with Sections 3002 and 3005 of RCRA and the federal and state hazardous waste regulations promulgated thereunder, including but not limited to the following:

a. Respondent certifies that when it begins elementary neutralization, Respondent

shall comply with Section 6.I. of Chapter 856 of the Maine Rules, which exempts any owner or operator of an elementary neutralization unit from the license requirement set out in Section 5.A. of Chapter 856 of the Maine Rules, provided:

> (1) The unit is subject to a pretreatment agreement with the operator of a publicly owned treatment works, or wastewater from the unit is discharged to a wastewater treatment system licensed under 38 MRSA §§ 413 through 414-B or permitted under 40 CFR §§ 403.8 and 403.9;
>
> (2) All pipes, sewers and other unit components that may contain, convey or otherwise be in contact with corrosive hazardous waste are constructed of materials compatible with the management of corrosive waste, and the location of all such components is identified in a spill prevention control and clean-up plan submitted to the commissioner [of the Maine Department of Environmental Protection or MEDEP] as provided under 38 MRSA § 1318-C;
>
> (3) Each identified unit component is inspected at a frequency specified in the spill prevention control and clean-up plan and repaired as necessary to maintain structural integrity;
>
> (4) Inspection records, including the date and time of inspection, the name of the inspector and the date and nature of any significant repairs or corrective actions, are retained and made available to department officials [of the MEDEP] upon request, and to municipal officials if effluent from the unit is subject to a pretreatment agreement under section 307(b) of the federal Clean Water Act; and
>
> (5) The owner or operator complies with 40 CFR § 265.17(b) which, in general, requires that the treatment of corrosive hazardous wastes be conducted so that it does not cause violent reaction, damage the structural integrity of the unit or otherwise threaten human health and the environment.

b. Respondent certifies that its elementary neutralization unit satisfies the definition of this term provided in Section 3.C. of Chapter 856 of the Maine Rules, and is a:

> . . . device which is used on site for neutralizing wastes that are hazardous solely because they exhibit the corrosivity characteristic defined in Chapter 850 of the [Maine Rules] or are listed in section 3(C) of Chapter 850 solely for this reason and meets the definition of tank, tank system, container, transport vehicle or vessel in 40 CFR 260.10.

c. Respondent certifies that it is in compliance with Section 5 of Chapter 851 of the Maine Rules, which requires that a person who generates waste shall determine if that waste is hazardous by using the following method:

> A. First determine if the waste is excluded from regulation under Chapter 850 of the [Maine Rules].
>
> B. Then determine if the waste is listed as a hazardous waste in Chapter 850 of the [Maine Rules].
>
> C. If the waste is not listed as a hazardous waste in Chapter 850, the person shall determine whether the waste is identified by characteristic, as a hazardous waste in Chapter 850 by either:
>
> > (1) Testing the waste according to the methods set forth in Chapter 850, or according to an equivalent method approved under Chapter 850; or
> >
> > (2) Applying knowledge of the hazard characteristic of the waste in light of the materials or the processes used.

8. Pursuant to Section 3008 of RCRA, based upon the nature of the alleged violations, Respondent's agreement to perform a Supplemental Environmental Project ("SEP"), and other relevant factors, EPA has determined that an appropriate civil penalty to settle this action is in the amount of $27,000.

9. Respondent consents to the issuance of this CAFO and consents for the purposes of settlement to the payment of the civil penalty cited in the foregoing paragraph and to the performance of the SEP.

10. Respondent shall pay the penalty of $27,000 within thirty (30) days of the effective date of this CAFO, in the manner described below:

a. Payment shall be in a single payment of $27,000.00 due within 30 calendar days of the effective date of this CAFO. If the due date for the payment falls on a weekend or federal or state holiday, then the due date is the next business day.

b. The payment shall be made by remitting a check or making an electronic payment, as described below. The check or other payment shall reference "*In the Matter of Maine Health & Environmental Testing Laboratory*, Consent Agreement and Final Order, EPA Region 1," Respondent's name and address, and the EPA Docket Number of this action (RCRA-01-2015-0024), and be payable to "Treasurer, United States of America." The payment shall be remitted as follows:

If remitted by regular U.S. mail:
U.S. EPA
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000

If remitted by any overnight commercial carrier:
U.S. Bank
1005 Convention Plaza
Mail Station SL-MO-C2GL
St. Louis, Missouri 63101

If remitted by wire transfer: Any wire transfer must be sent directly to the Federal Reserve Bank in New York City using the following information:
Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, New York 10045
Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental Protection Agency"

c. At the time of payment, a copy of the check (or notification of other type of

payment) shall also be sent to:

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

and

Audrey Zucker
Enforcement Counsel
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100
Mail Code: OES04-2
Boston, MA 02109-3912
zucker.audrey@epa.gov

11. Respondent shall complete the SEP by purchasing emergency preparedness and response equipment for the Augusta and Waterville Fire Departments and the MEDEP, all of which are members of the local emergency response or planning entity. The parties agree that this SEP is intended to secure significant environmental and public health protection and benefits and will protect workers, emergency responders, and the community by ensuring that emergency responders have equipment necessary for an adequate response to chemical releases. This project is further described in and shall be implemented in accordance with the Scope of Work attached to and hereby incorporated into this CAFO as Attachment A (the "SOW").

12. Respondent shall satisfactorily complete the SEP by January 2, 2017 ("SEP Completion Date") in accordance with the Scope of Work ("SOW") set forth in Attachment A. EPA may, in its sole discretion, extend the SEP completion date for good cause shown by Respondent in writing. The total expenditure for the SEP is expected to be $73,000. "Satisfactory completion" of the SEP shall mean (a) the purchase of the equipment listed in

Exhibit 1 to the SOW; (b) the delivery of such equipment to the respective parties, listed in Exhibit 1 to the SOW; (c) the installation of all modifications to the service body for the truck, listed in Exhibit 1 to the SOW, along with the determination that the altered service body is fully operational; and (d) the expenditure of $73,000 by Respondent in eligible SEP costs for purposes of carrying out the SEP in accordance with this CAFO and the SOW. Eligible SEP costs include those listed in Exhibit 1 to the SOW. Respondent shall include documentation of the expenditures made in connection with the SEP as part of the SEP Completion Report described below.

13. Upon completion of the SEP, Respondent shall submit a SEP Completion Report, as specified in paragraph 15 below.

14. Respondent hereby certifies as follows:

a. 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.

b. it is not party to any open federal financial assistance transaction that is funding or could be used to fund the same activity as the SEP. To the best of Respondent's knowledge and belief after reasonable inquiry, there is no such open federal financial transaction that is funding or could be used to fund the same activity as the SEP. For the purposes of this certification, the term "open federal financial assistance transaction" refers to a grant, cooperative agreement, loan, federally-guaranteed loan, or other mechanism for providing federal financial assistance whose performance period has

not yet expired.

c. 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. Respondent has not received and will not receive credit for the SEP in any other enforcement action; and

e. Respondent has not received and will not receive any reimbursement for any portion of the SEP from any other person or entity.

f. all cost information provided to EPA in connection with EPA's approval of the SEP is complete and accurate and that Respondent in good faith estimates that the cost to implement the SEP is $73,000.

15. At a minimum, Respondent shall submit to EPA quarterly SEP Progress Reports ninety (90) days and one hundred eighty (180) days after the effective date of this CAFO. If Respondent's 180-day SEP Progress Report fails to document that all of the equipment listed on Exhibit 1 to the SOW has been acquired, paid for and delivered to the appropriate local emergency response or planning entity and that the service body for the truck listed on Exhibit 1 to the SOW is fully installed and operational, Respondent shall continue to submit quarterly SEP Progress Reports until such documentation is provided to EPA. Respondent shall submit a SEP Completion Report thirty (30) days after 100% of the equipment list on Exhibit 1 to the SOW has been acquired, paid for and delivered to the appropriate local emergency response or planning entity, and the service body for the truck listed on Exhibit 1 to the SOW is fully

installed and operational. The quarterly SEP Progress Reports and the SEP Completion Report shall contain the information set forth in Paragraphs 3 and 4, respectively, of the SOW.

16. Respondent agrees that failure to submit the SEP Completion Report in accordance with the requirements of paragraph 15 above, shall be deemed a violation of this CAFO and Respondent shall become liable for stipulated penalties pursuant to paragraph 22 below.

17. Respondent shall submit all notices and reports required by this Consent Agreement and Final Order by first class mail, overnight delivery, or by electronic mail in PDF format to:

Audrey Zucker
Enforcement Counsel
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100 (OES 04-2)
Boston, Massachusetts 02109

and to:

Richard Piligian
Environmental Engineer
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100 (OES 05-1)
Boston, Massachusetts 02109

The date of submission of each required notice or report shall be deemed the date on which such notice or report is received by EPA.

18. In itemizing costs in the SEP Progress and Completion Reports, Respondent 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 for which payment is being made. Canceled checks do not

constitute acceptable documentation unless such checks specifically identify and itemize the individual costs of the goods for which payment is being made.

19. Respondent shall maintain legible copies of all documentation relating to the SEP and all documents or reports submitted to EPA pursuant to this CAFO for a period of three (3) years after completion of all requirements set forth in this CAFO. In all documents or reports, including, without limitation, the SEP Completion Report, submitted to EPA pursuant to this CAFO, Respondent shall, by James Markiewicz, Director, Division of Public Health Systems, Maine Center for Disease Control and Prevention, who has been designated by Respondent's undersigned officer, 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.

20. After receipt of the SEP Completion Report described in paragraph 15 above, EPA will notify Respondent, in writing: (i) indicating that the project has been completed satisfactorily; or (ii) identifying any deficiencies in the SEP Completion Report and granting Respondent an additional thirty (30) days to correct any deficiencies; or (iii) determining that the project has not been completed satisfactorily and seeking stipulated penalties in accordance with paragraphs 22 through 25 below.

21. If EPA elects to exercise option (ii) in paragraph 20 above (i.e., if the SEP Completion Report is determined to be deficient but EPA has not yet made a final determination about the adequacy of SEP completion itself), Respondent may correct the deficiencies within

thirty (30) days or object in writing to the notification of deficiency 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 on changes necessary to the SEP Completion Report. If agreement cannot be reached on any such issue within this thirty (30) day period, EPA shall provide a written statement of its decision on adequacy of the completion of the SEP to Respondent, which decision shall be final and binding upon Respondent. Respondent agrees to comply with any requirements for adequate completion of the SEP imposed by EPA in its written statement. 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 paragraphs 22 through 25 below.

22. In the event that Respondent fails to comply with any of the terms or provisions of this CAFO relating to the performance of the SEP described in paragraphs 11, 12, 13 and 15 above and in the SOW, Respondent shall be liable for stipulated penalties according to the provisions set forth below:

a. for failure to submit required quarterly progress reports, and/or provide the SEP Completion Report, Respondent shall pay $300 per day for the first thirty (30) days of violation; $500 for the next sixty (60) days of violation; and $750 per day for each day of violation thereafter until the deadline is achieved or the report is submitted;

b. for failure to satisfactorily complete the SEP as described in the CAFO and the SOW, Respondent shall pay $500 per day for the first thirty (30) days of violation and $1,000 per day for each day thereafter, but the total stipulated penalty in this subsection b. shall not exceed $73,000, except that any sum expended by Respondent for purchase

of equipment listed in Exhibit 1 to the SOW shall be credited against the $73,000, thereby reducing the maximum stipulated penalty in this subsection b.

23. The determination of whether the SEP has been satisfactorily completed shall be in the sole discretion of EPA.

24. Stipulated penalties as set forth in paragraph 22 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. EPA may, in its sole discretion, elect not to seek stipulated penalties or elect to compromise any portion of stipulated penalties that accrue pursuant to this CAFO.

25. Respondent shall pay stipulated penalties not more than fifteen (15) days after receipt of written demand by EPA for such penalties. EPA will extend the time for payment of stipulated penalties after receipt of a timely written request for such extension from Respondent, in order to allow time for any necessary appropriation of the stipulated penalty amount pursuant to state law.

Method of payment shall be as follows: Respondent shall submit a certified or cashier's check payable to the order of the "Treasurer, United States of America," referencing the case name and docket numbers of this action on the face of the check, to:

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

Respondent shall provide copies of each check to:

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

and

Audrey Zucker
Enforcement Counsel (Mail Code OES 04-2)
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100
Boston, MA 02109-3912

Interest and late charges shall be paid as stated in paragraph 30 below.

26. Nothing in this CAFO shall be construed as prohibiting, altering or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondent's violation of this agreement or of the statutes and regulations upon which this agreement is based, or for Respondent's violation of any applicable provision of law.

27. Any public statement, oral or written, in print, film, or other media, 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 alleged violations of the Resource Conservation and Recovery Act."

28. This CAFO shall not relieve Respondent of its obligation to comply with all applicable provisions of federal, state or local law, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state or local permit, nor shall it be construed to constitute EPA approval of the equipment or technology purchased by Respondent in connection with the SEP undertaken pursuant to this CAFO.

29. This CAFO constitutes a settlement by EPA of all claims for civil penalties pursuant to RCRA for the violations alleged in the Amended Complaint. Nothing in this CAFO is intended to nor shall be construed to operate in any way to resolve any criminal liability of the Respondent. Nothing in the CAFO shall be construed to limit the authority of EPA to undertake any action against Respondent in response to conditions which may present an imminent and substantial endangerment to the public health, welfare, or the environment.

30. If Respondent fails to pay the civil penalty it will be subject to an action to compel payment, plus interest, enforcement expenses, and a nonpayment penalty. Pursuant to 31 U.S.C. § 3717, EPA is entitled to assess interest and penalties on debts owed to the United States and a charge to cover the cost of processing and handling a delinquent claim. Interest will therefore begin to accrue on the civil penalty (or any portion thereof) on the date it is due under this CAFO if such penalty (or portion thereof) is not paid in full by such due date. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 31 C.F.R. § 901.9(b)(2). In addition, a penalty charge of six percent per year and an amount to cover the costs of collection will be assessed on any portion of the debt which remains delinquent more than ninety (90) days after payment is due. Should assessment of the penalty charge on the debt be required, it will be assessed as of the first day payment is due under 31 C.F.R. § 901.9(d).

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

32. Each party shall bear its own costs and attorneys' fees in connection with the action resolved by this CAFO. Respondent specifically waives any right to recover such costs from EPA pursuant to the Equal Access to Justice Act, 5 U.S.C. § 504, or other applicable law.

In the Matter of Maine Health & Environmental Testing Laboratory
Docket No. RCRA-01–2015–0024

For Complainant:

Date: 3/24/16

Joanna Jerison
Legal Enforcement Manager
U.S. Environmental Protection Agency
Region 1

Date: 3/24/16

Audrey Zucker
Enforcement Counsel
U.S. Environmental Protection Agency
Region 1

In the Matter of Maine Health & Environmental Testing Laboratory
Docket No. RCRA-01–2015–0024

For Respondent:

Kenneth J. Albert, RN, Esq.
Director and Chief Operating Officer
Maine Center for Disease Control and Prevention
Maine Department of Health and Human Services

Date: March 22, 2016

In the Matter of Maine Health & Environmental Testing Laboratory
Docket No. RCRA-01–2015–0024

FINAL ORDER

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

LeAnn Jensen
Acting Regional Judicial Officer
U.S. Environmental Protection Agency-Region 1

3/24/16
Date

Attachment A

Supplemental Environmental Project (SEP) Scope of Work (SOW)

In the Matter of: In the Matter of Maine Health & Environmental Testing Laboratory
Docket No. RCRA-01–2015–0024

1. **Description of Project:**

Pursuant to this project, Respondent shall, by January 2, 2017, acquire the emergency response equipment described on Exhibit 1 (the "Equipment"), cause it to be delivered to the respective Augusta Fire Department, the Waterville Fire Department, and the Maine Department of Environmental Protection ("MEDEP"), as listed on Exhibit 1; and ensure that the service body for the truck listed on Exhibit 1 (the "Truck Modification") is fully installed and operational.

2. **Schedule:**

Respondent shall complete the SEP on the following schedule:

a. Within 45 days after the effective date of the CAFO, Respondent shall submit to EPA a detailed description of all Equipment to be purchased; exact pricing information for acquisition of all Equipment and installation of the truck service body (including all costs for labor, shipping, fees, and taxes); and a description of the need for each item of Equipment, its capabilities, and how it will be used.

a. Within 90 days after the effective date of the CAFO, Respondent shall enter into a contract or contracts to acquire the Equipment.

b. On or before January 2, 2017, all of the Equipment shall be paid for and delivered to the respective fire departments and agencies listed on Exhibit 1, and the Truck Modification shall be fully installed and operational.

3. **SEP Progress Reports:**

Respondent shall submit to EPA quarterly SEP Progress Reports 90 days and 180 days after the effective date of this CAFO. If Respondent's 180-day SEP Progress Report fails to document that all of the Equipment has been acquired, paid for and delivered to the appropriate local emergency response or planning entity and that the Truck Modification is fully installed and operational, Respondent shall continue to submit SEP Progress Reports every 90 days until such documentation is provided to EPA. In each SEP Progress Report, Respondent shall summarize all steps taken to complete the SEP including any problems encountered, and shall provide supporting documentation to establish that it has acquired the Equipment, the costs and

dates of payments made for the Equipment, the dates of delivery of the Equipment, all steps taken to implement the Truck Modification, and the date on which the Truck Modification is fully installed and operational.

4. **SEP Completion Report:**

Within 30 days after (i) all of the Equipment has been paid for and delivered, or (ii) the Truck Modification is fully installed and fully operational, whichever is later, Respondent shall submit to EPA a SEP Completion Report, containing the following information:

a. Confirmation that the Equipment has been acquired and delivered to the Augusta Fire Department, the Waterville Fire Department, or the MEDEP, respectively, and that the Truck Modification is fully installed and operational;

b. A detailed list, with documentation, of all costs associated with the SEP in accordance with Paragraph 18 of the CAFO;

c. The certification language and signature required in Paragraph 19 of the CAFO.

In itemizing costs in the SEP Completion Report, Respondent shall clearly identify and provide acceptable documentation for all eligible SEP costs. For purposes of this paragraph, "acceptable documentation" includes, without limitation, invoices, purchase orders, or other documentation that specifically identifies and itemizes the individual costs of the goods for which payment was made. Canceled checks do not constitute acceptable documentation unless such checks specifically identify and itemize the individual costs of the goods for which payment is being made.

Maine Center for Disease Control and Prevention
An Office of the Department of Health and Human Services
Paul R. LePage, Governor Mary C. Mayhew, Commissioner

Department of Health and Human Services
Maine Center for Disease Control and Prevention
286 Water Street
11 State House Station
Augusta, Maine 04333-0011
Tel.: (207) 287-8016; Fax: (207) 287-9058
TTY Users: Dial 711 (Maine Relay)

EXHIBIT 1

HETL SEP

Equipment for Emergency Hazardous Waste Materials Responders

Kennebec County Local Emergency Planning Committee (LEPC) HazMat Teams

Augusta Team

8 Self-Contained Breathing Apparatus (SCBA) air supply bottle	$ 8,800
[i]Portable Generator (1,500 W)	$ 1,000
[ii]Propane heating system	$ 5,000
[iii]PID	$ 3,700
Traffic cones (15) (28" w/10 lb. bottom and 2 reflective collars)	$ 400
[iv]Work platforms (12)	$ 600
Panasonic Toughbook (laptop)	$ 4,100
Negative/Positive Pressure Fan	$ 2,500
Electric exhaust fan	$ 3,000
[v]Service body for truck	$ 8,000
[vi]Installation service body	$ 1,100
Total	$ 38,200

Waterville Team

9 Self-Contained Breathing Apparatus (SCBA) air supply bottle	$ 9,900
Propane heating system	$ 5,000
Gasket kit for spill response kits $	$ 2,500
PID	$ 3,700
Total	$ 21,100

Department of Environmental Protection Team

7 Self-Contained Breathing Apparatus (SCBA) air supply bottle	$ 7,700
Work platforms (20)	$ 1,000
Propane Heating System	$ 5,000
Total	$ 13,700

Grand total	**$73,000**

1

All proposed costs include shipping, applicable taxes and fees. Final cost to be determined through Maine State bidding process and costs will be itemized in SEP reporting documents.

[i] Portable generator. Provides power where needed. As a small generator it can easily be move without un-do stress on responders' bodies.

[ii] Propane heating system. This is a hot air and hot water system that allows for an efficient decontamination set up. The hot air is needed for most months in Maine to prevent hypothermia while people are in the decontamination tent and to ensure warm water is available for washing and showering. In the past other fuels have been used. However, propane is the most efficient and effective fuel source.

[iii] PID (Photo ionization detector). This allows for the measurement of organic compounds and other vapors down to the ppb level. It is used in emergency response to detect many substances that are not picked up by a four gas meter.

[iv] Work platforms. Used by responders donning protective suits and SCBAs. Regular chairs do not work as the back interferes with the wearing of the SCBAs. These sit higher so it is easier to get up while they are fully dressed.

[v] Service body. Augusta City Fire Department is lacks funding to have a body installed other than a normal pick up body on a newly purchased vehicle. An enclosed service body provides secure storage for large, bulky equipment currently loaded onto their existing truck as needed or often responders send a truck back to the station to haul equipment once they know what they need. Truck modification allows a faster more efficient response of emergency responders.

[vi] Installation of truck body to be completed by outside vendor. Estimated cost.