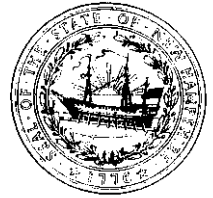




The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**



**Thomas S. Burack, Commissioner**

April 26, 2007

Global Wire, Inc.  
77 Anthony Street  
Jewett City, CT 06531-2201

Re: Docket No. AF 07-001 - Administrative Fine by Consent Agreement

Enclosed for your records is a copy of the fully executed and accepted Administrative Fine by Consent Agreement in the above-captioned matter.

On behalf of the Department of Environmental Services, thank you for your cooperation in resolving this matter.

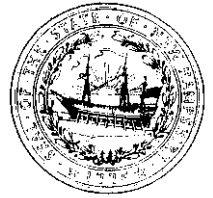
Sincerely,

**COPY**  
Michael P. Sclafani  
Legal Assistant

cc: Michael J. Walls, DES Assistant Commissioner  
Anthony P. Giunta, P.G., Director, Waste Management Division  
Gretchen R. Hamel, DES Legal Unit  
Jennifer J. Patterson, NH DOJ  
Paul L. Heirtzler, DES WMD  
John J. Duclos, DES WMD  
DES Public Information Officer  
Gene Gagne, Montgomery Wire, Inc.  
Edwin McLeod, Montgomery Wire, Inc.  
Lawyers Incorporating Service



The State of New Hampshire  
**DEPARTMENT OF ENVIRONMENTAL SERVICES**



**Thomas S. Burack, Commissioner**

Global Wire Inc.  
77 Anthony Street  
Jewett City, CT 06531-2201

RE: Montgomery Wire, Inc.  
571 Industrial Park Road  
Littleton, New Hampshire  
EPA ID No. NHD986470730

**ADMINISTRATIVE FINE  
BY CONSENT**

**No. AF 07-001**

**I. INTRODUCTION**

This Administrative Fine by Consent is entered into by and between the Department of Environmental Services, Waste Management Division, and Global Wire Inc., pursuant to RSA 147-A and the New Hampshire Administrative Rule Env-C 601. This Administrative Fine by Consent ("Agreement") is effective upon signature by all parties.

**II. PARTIES**

1. The Department of Environmental Services, Waste Management Division ("Division"), is a duly constituted administrative agency of the State of New Hampshire, having its principal office at 29 Hazen Drive, Concord, New Hampshire.
2. Global Wire Inc. ("Global") is a foreign corporation whose registration to do business in New Hampshire has apparently been suspended. Global has a principal office and mailing address of 77 Anthony Street, Jewett City, CT 06531-2201.

**III. BACKGROUND**

1. Pursuant to RSA 147-A, the Department of Environmental Services ("DES") regulates the management and disposal of hazardous waste. Pursuant to RSA 147-A:3, the Commissioner of DES has adopted Env-Wm 100-1100 ("Hazardous Waste Rules") to implement this program.
2. Pursuant to RSA 147-A:17-a, the Commissioner of DES is authorized to impose fines of up to \$2,000 per offense for violations of RSA 147-A or rules adopted pursuant thereto. Pursuant to this section, the Commissioner has adopted Env-C 612 to establish the schedule of fines for such violations.
3. Montgomery Wire Inc. ("Montgomery") is a subsidiary of Global. Montgomery is a hazardous waste generator that notified the United States Environmental Protection Agency ("EPA") of its activities through DES on September 21, 1990. EPA Identification Number NHD986470730 was assigned to Montgomery's site located at 571 Industrial Park Road in Littleton, New Hampshire.

DES Web site: [www.des.nh.gov](http://www.des.nh.gov)

**P.O. Box 95, 29 Hazen Drive, Concord, New Hampshire 03302-0095**

Telephone: (603) 271-3503 • Fax: (603) 271-2867 • TDD Access: Relay NH 1-800-735-2964

4. On April 27, 2006, DES personnel inspected Montgomery for compliance with RSA 147-A and its implementing regulations, the New Hampshire Hazardous Waste Rules. As a result of the violations of the Hazardous Waste Rules observed during this inspection, DES issued Letter of Deficiency No. WMD 06-014 ("LOD") to Montgomery on June 14, 2006. Based on the violations observed during the inspection listed above, DES believes that an administrative fine is appropriate in this case for the Class I violations.

#### IV. ALLEGATIONS, ADMINISTRATIVE FINES

1. Montgomery failed to conduct adequate hazardous waste determinations on the following seven (7) waste streams:

- a. The calfran waste generated from the drawing machines ("Calfran Waste");
- b. The evaporator sludge generated from the evaporation of the Calfran Waste ("Evaporator Waste");
- c. The sodium hydroxide solids and filters ("NaOH solids");
- d. The two (2) 3-gallon containers with unknown contents located behind the primary silver plating line ("3-gallon Containers");
- e. The two (2) 10-gallon containers with unknown contents located behind the primary silver plating line ("10-gallon Containers");
- f. The one (1) 5-gallon container with unknown contents located beneath the second silver plating line ("5-gallon Container"); and
- g. Two (2) expired cylinders of 1 ppm hydrogen cyanide gas ("Cylinders");

as required by Env-Wm 502.01 ("Violation 1"). Env-C 612.05(a) authorizes a fine of \$1,500 per determination, for a potential fine of \$10,500.

2. Montgomery failed to close the following containers:

- a. One (1) 55-gallon container labeled as "hazardous waste-sodium hydroxide solid" located near the air scrubber next to the nickel plating line;
- b. One (1) 10-gallon container of hazardous waste metal sludge (D006/D011) positioned in front of the 55-gallon drum of hazardous waste metal sludge (D006/D011) located in the multi-wire drawing storage area next to the evaporator;
- c. One (1) 3-gallon container of hazardous waste metal sludge (D006/D011) positioned in front of the 55-gallon container of hazardous waste metal sludge (D006/D011) located in the multi-wire drawing storage area next to the evaporator;
- d. One (1) 55-gallon container of hazardous waste wipes and filter paper (D006/D011) located in the single end wire drawing storage area ("Single HWSA");
- e. One (1) 55-gallon container of hazardous waste wipes and filters (D006/D011) located in the multi-wire drawing storage area next to the evaporator; and
- f. One (1) 55-gallon containers of hazardous waste Calfran Waste (NH01) located in the multi-wire drawing area;

as required by Env-Wm 507.01(a)(3) ("Violation 2"). Env-C 612.06(c)(1), (2) and (3) authorizes a fine of \$400 for each container that is 55-gallons or greater, a fine of \$200 for each container that is greater than 5 gallons but less than 55 gallons, and \$100 for each container that is 5 gallons or less, for a potential fine of \$1,900.

3. Montgomery failed to ship off-site five (5) containers (*i.e.*, one (1) 10-gallon plastic container marked "hazardous waste-petroleum distillates"; one (1) 5-gallon plastic container marked "hazardous waste-petroleum distillates"; one (1) 5-gallon metal container marked "hazardous waste-cadmium and silver"; one (1) 5-gallon metal container marked "hazardous waste-mercury switches" and one (1) 5-gallon plastic container marked "hazardous waste-spent sulfamic acid"), stored in the main hazardous waste storage unit ("HWSA") within 90 days of the date when accumulation first began, except as provided in Env-Wm 508.02, Env-Wm 508.03, and Env-Wm 509.03, as required by Env-Wm 507.02(a) ("Violation 3"). Env-C 612.06(j), which references Env-Wm 507.02(a)(3), modified in August 2000 to Env-Wm 507.02(a), authorizes a fine of \$500 for each container not shipped within 90 days, for a potential fine of \$2,500.

4. Montgomery failed to mark nine (9) 55-gallon containers of hazardous waste sodium hydroxide (D002) and eleven (11) 55-gallon containers of hazardous waste Calfran Waste (NH01) with the beginning accumulation date, as required by Env-Wm 507.03(a)(1)a. ("Violation 4"). Env-C 612.06(k) authorizes a fine of \$250 for each container that is 55-gallons or greater, for a potential fine of \$5,000.

5. Montgomery failed to properly mark one (1) 5-gallon container marked "hazardous waste waste-petroleum distillates" stored in the HWSA with the EPA or state waste number, as required by Env-Wm 507.03(a)(1) d. ("Violation 5"). Env-C 612.06(l) authorizes a fine of \$300 for each container that is less than 55-gallons.

6. Montgomery failed to have two (2) 5-gallon satellite containers stored in the Quality Assurance satellite storage area with a label that was visible (*i.e.*, label not hidden by a wall or other containers), as required by Env-Wm 507.03(a)(2) ("Violation 6"). Env-C 612.06(m) authorizes a fine of \$100 per container whose label is not visible, for a potential fine of \$200.

7. Montgomery failed to document inspections of the HWSA and the single HWSA for a total of thirty-one (31) weeks over a 1-year time period, as required by Env-Wm 509.02(a)(1) ("Violation 7"). In addition Montgomery failed to document the name of the inspector on its inspection log. Env-C 612.07(a) authorizes a fine of \$1,000 per inspection per area per week. For settlement purposes only, DES is seeking a fine for the time period of seventeen (17) weeks prior to the date of the inspection. Montgomery performed all the required inspections for the seventeen (17) weeks prior to the inspection, thus DES is not seeking a fine for this violation.

8. Montgomery failed to maintain a personnel training program and provide hazardous waste training for the following employees with hazardous waste management duties, as required by Env-Wm 509.02(a)(2): no initial training and four (4) years of annual training each for Alternate Emergency Coordinators Carl Hoffman and Simon Farjoun ("Violation 8"). Env-C 612.07(b) authorizes a fine of \$1,750 per individual not trained for initial training and \$1,000 per individual not trained for annual updates, for a potential fine of \$11,500.

9. Montgomery failed to post a "No Smoking" sign near ignitable wastes stored in the HWSA, as required by Env-Wm 509.02(a)(3) ("Violation 9"). Env-C 612.07(c) authorizes a fine of \$2,000.
10. Montgomery failed to have adequate aisle space for two (2) containers of hazardous waste located in the single HWSA, as required by Env-Wm 509.02(a)(4) ("Violation 10"). Env-C 612.07(d) authorizes a fine of \$1,250 per requirement not met per storage area.
11. Montgomery failed to maintain the required spill control equipment and decontamination equipment within 100 feet of the HWSA, as required by Env-Wm 509.02(a)(4) ("Violation 11"). Env-C 612.07(d) authorizes a fine of \$1,250 per requirement not met per storage area, for a potential fine of \$2,500.
12. Montgomery failed to maintain a complete contingency plan on-site, as required by Env-Wm 509.02(a)(5) ("Violation 12"). Env-C 612.07(e) authorizes a fine of \$2,000.
13. Montgomery failed to post a complete emergency posting at the nearest telephones to the HWSA and Single HWSA, as required by Env-Wm 509.02(b) ("Violation 13"). Env-C 612.07(h) authorizes a fine of \$1,000 per area, for a potential fine of \$2,000.
14. Montgomery failed to maintain one (1) 55-gallon container of hazardous waste "cyanide die box solution- F007/D003/D006/D011" located in the second silver plater "at or near the point of generation," as required by Env-Wm 509.03 ("Violation 14"). Env-C 612.07(j) authorizes a fine of \$1,000 per satellite storage area.
15. Montgomery failed to ensure that incompatible wastes (*i.e.*, acids and sulfides, and acids and bases) stored in nearby containers at the Quality Assurance satellite storage area, are separated from other wastes by means of a dike, berm, wall, or other device, as required by Env-Wm 509.03(e) ("Violation 15"). Env-C 612.07(j) authorizes a fine of \$1,000 per satellite storage area.
16. Montgomery failed to mark one (1) 10-gallon container and one (1) 3-gallon container of hazardous waste metal sludge in the multi-wire drawing area next to the evaporator, with the words "hazardous waste" and with a description of the contents; one (1) 2.5-gallon container of hazardous waste cyanide in the plating laboratory with the words "hazardous waste"; and one (1) 5-gallon container stored beneath the second silver plater was not marked with a description of the contents, as required by Env-Wm 509.03(g) ("Violation 16"). Env-C 612.07(j) authorizes a fine of \$1,000 per satellite storage area, for a potential fine of \$3,000.
17. Montgomery failed to conduct a used oil determination, as required by Env-Wm 807.06(b)(7) ("Violation 17"). Env-C 612.10(c) which references Env-Wm 807.06(b)(4), modified in August 2000 to Env-Wm 807.06(b)(7), authorizes a fine of \$750 per determination not made.
18. Montgomery failed to label/mark four (4) universal waste lamps with any of the following markings: "Universal Waste – Lamps(s)," "Waste Lamp(s)," or "Used Lamp(s)," as required by Env-Wm 1102.03 and Env-Wm 1112.04 ("Violation 18"). Pursuant to Env-C 610, a fine of \$10/lamp has been calculated, for a potential fine of \$40.

19. Montgomery failed to close the three (3) containers of universal waste lamps, except to add or remove universal waste, as required by Env-Wm 1102.03(c)(1) ("Violation 19"). Pursuant to Env-C 610, a fine of \$15 per container has been calculated, for a potential fine of \$45.

#### V. PAYMENT, WAIVER OF HEARING

1. DES is not seeking a fine for Violation 7 and agrees to waive fines associated with Violations 2, 5, 6, 9 through 14, and 16 through 19 because they are not Class I violations.

2. DES asserts that the following fines are appropriate for Violations 1, 3, 4, 8 and 15, which are Class I violations:

- a. Violation 1 is a Class I violation. Montgomery documented that four (4) waste streams were analyzed and determined to be non-hazardous. DES is thus seeking a penalty for failing to conduct three (3) hazardous waste determinations (*i.e.*, 3-gallon Containers; 5-gallon Container; and Cylinders), for a proposed penalty of \$4,500. DES has determined due to Montgomery's high level of cooperation in providing information and its effort to correct the violation that a 20% reduction should be applied. DES is thus seeking a fine of \$3,600.
- b. Violation 3 is a Class I Violation. DES has determined due to Montgomery's high level of cooperation in providing information and its effort to correct the violation that a 20% reduction should be applied. DES is thus seeking a fine of \$2,000.
- c. Violation 4 is a Class I violation. The Calfran Waste (NH01) was analyzed and determined to be non-hazardous. DES is thus seeking a penalty for failing to mark nine (9) 55-gallon containers of hazardous waste sodium hydroxide with the beginning accumulation date, for a proposed penalty of \$2,250. DES has determined due to Montgomery's high level of cooperation in providing information and its effort to correct the violation that a 25% reduction should be applied. DES is thus seeking a fine of \$1,688.
- d. Violation 8 is a Class I violation. Montgomery provided information that Alternate Emergency Coordinators Carl Hoffman and Simon Farjoun were not Emergency Coordinators in 2001 and 2002. DES is thus seeking a penalty for failing to provide initial training and two (2) years of annual training each for Carl Hoffman and Simon Farjoun, for a proposed penalty of \$7,500. DES has determined due to Montgomery's high level of cooperation in providing information and its effort to correct the violation that a 20% reduction should be applied to the gravity portion of the penalty (*i.e.*, \$3,855 (gravity) X .80 + \$3,645(economic benefit) = \$6,730). DES is thus seeking a fine of \$6,730.
- e. Violation 15 is a Class I violation. DES has determined due to Montgomery's high level of cooperation in providing information and its effort to correct the violation that a 25% reduction should be applied. DES is thus seeking a fine of \$750.

3. The total administrative fine for the Class I violations as described above is \$14,768.
4. Global agrees to pay \$8,768 upon execution of this Agreement.
5. Global shall undertake a supplemental environmental project ("SEP") and expend at least \$12,000 to purchase a sodium hydroxide feed tank for the Samsco Model II evaporator located at Montgomery with the condition that only the capital equipment costs (*i.e.*, tank and associated piping) will be credited towards the SEP amount. The SEP is valued at a 2:1 ratio (*i.e.*, for every two dollars spent on the SEP or \$12,000, one dollar is accounted for from the balance of the fine of \$6,000). The SEP is not otherwise required by virtue of any local, state, or federal statute, regulation, order, consent decree, permit or other agreement. The SEP will allow for the automatic pumping of a sodium hydroxide waste stream during the evaporation cycle thereby reducing down time and increasing use of the evaporator. Prior to the start of the SEP, Global will submit a purchase order to DES which provides a detailed description of the equipment that will be purchased and its costs. If no objection is received from DES within ten (10) days of receipt, Global shall place an order for the equipment and complete this project within six (6) months of the execution of the Agreement. Global shall certify to DES within seven (7) months of the effective date of this Agreement that the SEP has been completed and that at least \$12,000 in capital equipment costs were incurred. Global shall submit with this certification, copies of purchase orders and receipts or cancelled checks. If the final cost of the equipment does not reach the \$12,000 commitment, then any difference will be paid to the State of New Hampshire Hazardous Waste Cleanup Fund by the same method outlined under Section V, Paragraph 6 within ten (10) days of the six (6) month anniversary of the Agreement.
6. Payment under Section V. Paragraph 4 shall be paid by certified check made payable to: "Treasurer, State of New Hampshire" and shall be mailed to:  
  
DES Legal Unit  
Attn: Michael Sclafani, Legal Assistant  
PO Box 95  
Concord, NH 03302-0095
7. If any payment is made by check or money order that is returned due to insufficient funds, pursuant to NH RSA 6:11-a, DES may charge a fee in the amount of 5% of the face amount of the check or money order or \$25.00, whichever is greater, plus all protest and bank fees, in addition to the amount of the check or money order, to cover the costs of collection.
8. By executing this Agreement, Global waives its right to a hearing on or any appeal of the administrative fines identified in this Agreement, and agrees that this Agreement may be entered into and enforced by a court of competent jurisdiction.
9. The effective date of this Agreement will be the date on which it is signed by an authorized representative of Global, and the Director of the Waste Management Division, and the Commissioner of DES.
10. No failure by DES to enforce any provision of this Agreement after any breach or default will be deemed as a waiver of its rights with regard to that breach or default, nor will such

failures be construed as a waiver of the right to enforce each and all provisions of this Agreement on any further breach or default.

WHEREFORE, the parties voluntarily accept the terms of this Agreement.

GLOBAL WIRE INC.

**COPY**

By: Rick Wells, President *Thomas Burack*  
Duly Authorized *President*

Date

4/12/07

DEPARTMENT OF ENVIRONMENTAL SERVICES

**COPY**

*Anthony P. Giunta*  
Anthony P. Giunta, P.G., Director  
Waste Management Division

Date

4/19/07

**COPY**

*Thomas S. Burack*  
Thomas S. Burack, Commissioner

Date

4/25/07

- cc: DB/RCRA/AF/ARCHIVE  
Paul L. Heirtzler, P.E., Esq., Administrator, WMP  
Gretchen Hamel, Legal Unit Administrator, DES Legal Unit  
Public Information Coordinator, DES  
Jennifer Patterson, NHDOJ  
Gene Gagne, Montgomery Wire, Inc.  
Edwin McLeod, Montgomery Wire, Inc.  
John J. Duclos, Administrator, HWCB-WMD  
Lawyers Incorporating Service, 14 Centre Street, Concord, NH 03301 (registered agent)