



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 2  
2890 WOODBRIDGE AVENUE  
EDISON, NEW JERSEY 08837-3679

U.S. ENVIRONMENTAL  
PROTECTION AGENCY-REG.II  
2007 NOV 15 PM 3:39  
REGIONAL HEARING  
CLERK

NOV 09 2007

CERTIFIED MAIL-  
RETURN RECEIPT REQUESTED

C. Brett Harmon, President  
Bigelow Components Corporation  
74 Diamond Road  
Springfield, New Jersey 07081-3119

Re: In the Matter of Bigelow Components Corporation  
Docket No. EPCRA-02-2007-4102

Dear Mr. Harmon

Enclosed is a copy of the Consent Agreement and Final Order in the above referenced proceeding, signed by the Regional Administrator of the United States Environmental Protection Agency.

Please note that the forty five (45) day period for the payment of the civil penalty commences as of the date this Final Order is signed by the Regional Administrator. Please arrange for payment of this penalty according to the instructions given in the Consent Agreement (see "Terms of Consent Agreement"). Specifically, please remember to send a copy of the company's payment check to the Complainant, as detailed in the Consent Agreement.

Sincerely yours,

Kenneth S. Stoller, P.E., QEP, DEE  
Chief  
Pesticides and Toxic Substances Branch

Enclosure

cc: Mr. Daniel Klein, Consultant  
Disposal Consultant Services, Inc.  
50 Howard Street  
Piscataway, New Jersey 08854

Mr. Andrew Oppermann, EPCRA Program  
State of New Jersey Department of Environmental Protection  
Division of Environmental Safety and Health  
Office of Pollution Prevention and Right To Know  
22 S. Clinton Avenue, 3rd Floor  
P.O. Box 443  
Trenton, New Jersey 08625-0443

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 2

U.S. ENVIRONMENTAL  
PROTECTION AGENCY-REG.II  
NOV 15 PM 3:39  
REGIONAL HEARING  
CLERK

-----X  
:  
In the Matter of :  
:  
BIGELOW COMPONENTS CORPORATION :  
:  
Respondent. :  
:  
Proceeding under Section 325(c) of :  
Title III of the Superfund :  
Amendments and Reauthorization Act :  
-----X

**CONSENT AGREEMENT**  
**AND**  
**FINAL ORDER**

**DOCKET NUMBER**  
**EPCRA-02-2007-4102**

**PRELIMINARY STATEMENT**

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

The Complainant in this proceeding, the Director of the Division of Enforcement and Compliance Assistance, Region 2, United States Environmental Protection Agency ("EPA"), issued a Complaint and Notice of Opportunity for Hearing to Bigelow Components Corporation ("Respondent") on May 29, 2007.

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

**FINDINGS OF FACT**  
**AND CONCLUSIONS OF LAW**

1. Respondent is Bigelow Components Corporation, TRIS Facility ID: 07081BGLWC74DIA.
2. At all times relevant hereto, Respondent has owned and operated a facility located at 74 Diamond Road, Springfield, New Jersey 07081-3119 (hereinafter, "Respondent's facility").
3. Respondent is a "person" within the meaning of Section 329(7) of EPCRA, 42 U.S.C. §11049(7).
4. Respondent is an owner of a "facility" as that term is defined by Section 329(4) of EPCRA, 42 U.S.C. §11049(4), and by 40 C.F.R. §372.3.
5. Respondent's facility is subject to the requirements of EPCRA, Section 313(b), 42 U.S.C. §11023(b), and 40 C.F.R. §372.22.
6. On or about November 8, 2005, authorized representatives of EPA contacted Respondent by E-mail to determine whether Respondent was in compliance with the Toxic Chemical Release Reporting requirements.
7. EPA representatives determined that Respondent failed to submit, in a timely manner, to the Administrator and to the State of New Jersey a complete and correct Form R report for copper for calendar year 2004. The Form R report was submitted on April 12, 2006.
8. Respondent's failure to submit, in a timely manner, a complete and correct Form R report for copper for calendar year 2004 constitutes a failure or refusal to comply with Section 313 of EPCRA, 42 U.S.C. §11023, and with 40 C.F.R. Part 372.
9. EPA representatives determined that Respondent failed to submit, in a timely manner, to the Administrator and to the State of New Jersey a complete and correct Form R report for nickel for calendar year 2004. The Form R report was submitted on April 12, 2006.
10. Respondent's failure to submit, in a timely manner, a complete and correct Form R report for nickel for calendar year 2004 constitutes a failure or refusal to comply with Section 313 of EPCRA, 42 U.S.C. §11023, and with 40 C.F.R. Part 372.
11. EPA representatives determined that Respondent failed to submit, in a timely manner, to the Administrator and to the State of New Jersey a complete and correct Form R report for copper for calendar year 2005. The Form R report was submitted on April 2, 2007.

12. Respondent's failure to submit, in a timely manner, a complete and correct Form R report for copper for calendar year 2005 constitutes a failure or refusal to comply with Section 313 of EPCRA, 42 U.S.C. §11023, and with 40 C.F.R. Part 372.

13. EPA representatives determined that Respondent failed to submit, in a timely manner, to the Administrator and to the State of New Jersey a complete and correct Form R report for nickel for calendar year 2005. The Form R was submitted on April 2, 2006.

14. Respondent's failure to submit, in a timely manner, a complete and correct Form R report for nickel for calendar year 2005 constitutes a failure or refusal to comply with Section 313 of EPCRA, 42 U.S.C. §11023, and with 40 C.F.R. Part 372.

15. On June 7, 2007, the parties began informal settlement discussions over the telephone.

#### **TERMS OF CONSENT AGREEMENT**

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

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

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

3. Respondent shall pay, by cashier's or certified check, a civil penalty in the amount of **THREE THOUSAND ONE HUNDRED EIGHTY Dollars (\$3,180)**, payable to the "Treasurer of the United States of America". The check shall be identified with a notation of the name and docket number of this case, set forth in the caption on the first page of this document.

Such check shall be mailed to:

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

Alternatively, payment may be by Electronic Fund Transfer (EFT) directed to the Federal Reserve Bank of New York. Respondent shall provide the following information to its remitter bank:

- 1) Amount of Payment
- 2) SWIFT address: FRNYUS33, 33 Liberty Street, New York, NY 10045
- 3) Account: 68010727
- 4) ABA number: 021030004
- 5) Field Tag 4200 of the Fedwire message should read:  
" D 68010727 Environmental Protection Agency"
- 6) Name of Respondent
- 7) Docket Number

Respondent shall also send a copy of this payment to each of the following:

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

and

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

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

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

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

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

### **Supplemental Environmental Project**

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

a. Within two months of receiving a copy of this Agreement signed by the Regional Administrator, Respondent shall purchase one 7500 watt electric start generator, one Hitch mount quad carrier, one 13 inch awning, one roof ladder, one chemical toilet, one tough book laptop computer, and one printer for the Springfield Office of Emergency Management and Police Auxiliary (Springfield OEM) which has served the Springfield, New Jersey area as an immediate source of manpower in emergency situations. This Supplemental Environmental Project is an Emergency Preparedness and Planning Project. It will allow the Springfield OEM to purchase emergency preparedness equipment necessary to fully activate their Special Operations Unit. The proposed equipment purchases are described in attachment A

b. Respondent hereby certifies that, as of the date of this Consent Agreement and Final Order, Respondent is not required to perform or develop the SEP by any federal, state, or local law or regulation; nor is Respondent required to perform or develop the SEP by agreement, grant, or as injunctive relief in this or any other case or in compliance with state or local requirements. Respondent further certifies that Respondent has not received, and is not presently negotiating to receive, credit in any other enforcement action for the SEP.

c. The total expenditure for the SEP shall be not less than \$11,700.

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

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

- (i) Itemized costs, documented by copies of purchase orders and receipts or canceled checks;
- (ii) Certification that the purchased equipment was received by the Springfield OEM pursuant to the provisions of this Consent Agreement and Final Order; and

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

7. Respondent agrees that EPA may contact the Springfield OEM at any time in order to confirm that the SEP was carried out as agreed above.

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

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

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

- (i) Accept the report;
- (ii) Reject the SEP Report, notify Respondent in writing of deficiencies in the SEP Report and grant Respondent an additional thirty (30) days in which to correct any deficiencies; or
- (iii) Reject the SEP Report and seek stipulated penalties in accordance with paragraph 10 herein.

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

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

- (i) Except as provided in subparagraph (ii) immediately below, for a SEP which has not been completed satisfactorily pursuant to paragraph 9, Respondent shall pay a stipulated penalty to the United States in the amount of **\$9,360**.



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

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

$$\text{Stipulated penalty} = [1 - \frac{\text{\$amount SEP cost expended}}{\$11,700}] \times \$9,360$$

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

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

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

c. Stipulated penalties for subparagraph (iii) above shall begin to accrue on the day after performance is due, and shall continue to accrue through the final day of the completion of the activity.

d. Respondent shall pay stipulated penalties within fifteen (15) days of receipt of written demand by EPA for such penalties. Method of payment shall be in accordance with the provisions of paragraph 3. Interest and late charges shall be paid as stated in paragraph 4 herein.

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

12. Any public statement, oral or written, made by Respondent making reference to the SEP shall include the following language, "This project was undertaken in connection with the settlement of an enforcement action taken by the U.S. Environmental Protection Agency for violations of Section 313 of EPCRA, 42 U.S.C. § 11023 and regulations pursuant to that Section, 40 C.F.R. Part 372."

13. a. If any event occurs which causes or may cause delays in the completion of the SEP as required under this Agreement, Respondent shall notify EPA in writing within 10 days of the delay or Respondent's knowledge of the anticipated delay, whichever is earlier. The notice shall describe in detail the anticipated length of delay, the precise cause of delay, the measures taken by Respondent to prevent or minimize delay, and the timetable by which those measures will be implemented. Respondent shall adopt all reasonable measures to avoid or minimize any such delay. Failure by Respondent to comply with the notice requirements of this paragraph shall render this paragraph void and of no effect as to the particular incident involved and constitute a waiver of Respondent's right to request an extension of its obligation under this Agreement based on such incident.

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

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

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

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

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

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

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

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

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

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

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

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

**RESPONDENT:**

**Bigelow Components Corporation**

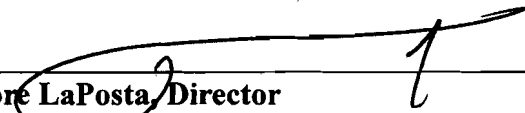
BY:   
Authorizing Signature

NAME: C. BRETT HARMAN  
(PLEASE PRINT)

TITLE: PRESIDENT

DATE: 9/18/07

**COMPLAINANT:**

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

PATRICK DWANCK  
FOR DL

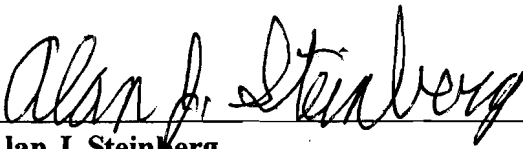
DATE: OCTOBER 4, 2007

**In the Matter of Bigelow Components Corporation**  
**Docket Number EPCRA-02-2007-4102**

**FINAL ORDER**

The Regional Administrator of the U.S. Environmental Protection Agency, Region 2, ratifies the foregoing Consent Agreement. The Agreement entered into by the parties in full settlement of EPA's Complaint bearing Docket No. EPCRA-02-2007-4102, issued In the Matter of Bigelow Components Corporation is hereby approved, incorporated herein, and issued as an Order. The effective date of this Order shall be the date of filing with the Regional Hearing Clerk, U.S. EPA Region 2, New York, New York.

DATE: 11-2-07

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

**BIGELOW COMPONENTS CORPORATION**  
**SUPPLEMENTAL ENVIRONMENTAL PROJECT**  
**ATTACHMENT A**

50 Howard Street • Piscataway, NJ 08854

732-424-1998 • Fax 732-424-0021 • 800-846-7589



Disposal Consultant Services Inc.

Date: 7/10/07

Time: \_\_\_\_\_

Please Deliver the following to:

Name: MARY ANN KOWALSKI  
US EPA - EDISON, NJ.  
FAX: 732-321-6788

Special Message: SEP PROPOSALS FOR Bigelow  
Component CREMATION. Please Review  
and call me at 732-424-1998.

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\_\_\_\_\_  
\_\_\_\_\_

From: DANKLEIN

Number of Pages (including cover sheet): 4



Think Environmental...Think Service...Think DCS!

## SUPPLEMENTAL ENVIRONMENTAL PROJECTS POLICY

The following Supplemental Environmental Projects (SEP) proposal is submitted in response to the complaint that alleges violations of Title III, Emergency Planning and Community Right to Know Act (EPCRA), Section 313 and regulation promulgated Pursuant to EPCRA set forth at 40 CFR Part 372.

Matter of Bigelow Components Corporation  
Docket No. EPCRA-02-2007-4102  
74 Diamond Road  
Springfield, NJ 07081-3119  
Union County  
Brett Harmon, President

Bigelow Components Corporation (BCC) would like to enter a Consent Agreement with the Environmental Protection Agency (EPA) for late filing penalties and assure future compliance. Over the past years, Bigelow Components Corporation has initiated a waste minimization and pollution prevention plan that has reduced on site generation of waste and virtually eliminated all hazardous materials utilized on site.

Bigelow Components Corporation would like to propose two SEPs to EPA Region 2. Daniel Klein will be the project implementor/director for these projects. Both projects have previously been discussed with Ms. Mary Ann Kowalski at the EPA Region 2 facility in Edison, NJ.

Therefore, the submission of this proposal is as follows:

Project 1: Donation to the Springfield Office of Emergency Management (OEM).  
SEP Category: Emergency Planning & Preparedness

The Springfield Office of Emergency Management and Police Auxiliary was established in 1967 to assist as an immediate source of manpower in emergency situations. The unit has an Emergency Management Communications Unit and Mobile Communications Command Post utilized at incidents. Other units include shelter, planning and operation, chemical and radiological response and social services. Mutual agreements are in place with organizations such as The Red Cross and The Salvation Army.

The unit reports locally to the Township of Springfield in addition to the Union County Emergency Coordinator and the Emergency Management Section of the New Jersey State Police. At the Federal level, this unit is under the Federal Emergency Management Agency (FEMA) reorganized as part of the Department of Homeland Security (DHS). In the past the unit has helped the community in many instances such as floods, fires, chemical emergencies, power outages and the 911 New York City incidents in 2001.



I have spoken to Coordinator John Cottage of the Springfield OEM and received a list of emergency preparedness equipment necessary to fully activate their Special Operations Unit. This unit will be capable of responding to any local, county or regional emergency. Given Springfield's location (I 95 corridor) and proximity to New York City, this type of unit is critical to any emergency response operation.

Donations will commence immediately following EPA Region 2's approval of the Consent Agreement.

Springfield OEM has provided a list of inventory and costs associated with the purchase and donation of the equipment for the Special Operations Unit.

<u>Most Important (5 items)</u>	<u>Approximate Cost</u>
7500 watt electric start generator	\$1,844.00
Hitch mount quad carrier	1,150.00
13" awning	500.00
Ladder to roof	50.00
Chemical toilet	300.00
<u>Next Important (2 items)</u>	
2 HT-1250 communication radios	\$1,600.00
<u>Important (2 items)</u>	
Panasonic though book laptop computer	\$3,347.00
HP all in one L7580 printer	\$ 269.00

Purchase receipts will be submitted to EPA Region 2 to verify the donation costs and Springfield OEM will confirm with a letter of acceptance.

Bigelow Components Corporation will follow the IRS Industry Director directive on government settlements as provided by EPA Region 2.

Project 2: SC3 - School Chemical Cleanout Campaign  
SEP Category: Pollution Prevention and Reduction

The high cost of proper and legal hazardous chemical disposal has prevented many New Jersey school systems from disposing of their hazardous waste. Over the past five (5) years there have been countless examples of schools uncovering radioactive, explosive and poison inhalation hazards in their student biology/chemistry laboratories. Some of these chemicals are legacy wastes dating as far back as 40 - 60 years. Bigelow Components Corporation would like to offer donations to some needier schools to assist with the cleanout of these legacy wastes and reduce the chemical risks. Donations can be offered in \$500, \$1,000 or \$2,000 increments. Bigelow Components Corporation will look towards low income and/or minority population communities where environmental justice may be an issue.

**In the Matter of Bigelow Components Corporation**

Docket No. EPCRA-02-2007-4102

**CERTIFICATE OF SERVICE**

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

Original and One Copy  
by Interoffice Mail:

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

Copy by Certified Mail,  
Return Receipt Requested:

Mr. C. Brett Harmon, President  
Bigelow Components Corporation  
74 Diamond Road  
Springfield, New Jersey 07081-3119

Copy by Mail:

Mr. Andrew Oppermann, EPCRA Program  
State of New Jersey Department of Environmental Protection  
Division of Environmental Safety and Health  
Office of Pollution Prevention and Right To Know  
22 S. Clinton Avenue, 3rd Floor  
P.O. Box 443  
Trenton, New Jersey 08625-0443

Mr. Daniel Klein, Consultant  
Disposal Consultant Services, Inc.  
50 Howard Street  
Piscataway, New Jersey 08854

Dated: 11/9/07



Mary Ann Kowalski, MS, MPH  
Pesticides and Toxic Substances Branch  
U.S. Environmental Protection Agency - Region 2  
2890 Woodbridge Avenue (MS-105)  
Edison, New Jersey 08837