



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 2  
290 BROADWAY  
NEW YORK, NY 10007-1866

MAR 07 2017

**CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
Article Number: 7015 0640 0001 0675 4664**

Steven T. Singer, Esq.  
Attorney for Respondent  
34 Hillside Avenue  
Montclair, New Jersey 07042

Re: In the Matter of Lamart Corporation  
Docket No. EPCRA-02-2017-4103

Dear Mr. Singer:

Enclosed is a copy of the Consent Agreement and Final Order ("CA/FO") in the above referenced proceeding signed by the Regional Administrator of the U.S. Environmental Protection Agency, Region 2.

Please note that payment is due within forty-five (45) days of the effective date of this CA/FO. Please arrange for payment of this penalty and the implementation of the SEP according to the instructions given in that Order.

If you have any questions, please contact the undersigned at 212-637-3195.

Sincerely yours,

Gary H. Nurkin  
Assistant Regional Counsel  
Waste & Toxic Substances Branch

Enclosure

U.S. Environmental  
Protection Agency-Region 2  
2017 MAR -7 AM 9:21  
REGIONAL HEARINGS  
CLERK

U.S. Environmental Protection Agency  
**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY**

**REGION 2**

2017 MAR -7 AM 9:22

-----x  
In the Matter of

Lamart Corporation,

Respondent.

**CONSENT AGREEMENT/FINAL ORDER**

Docket No. EPCRA-02-2017-4103

Proceeding Under Section 325 (c)  
of Title III of the Superfund  
Amendments and Reauthorization Act

-----x  
**PRELIMINARY STATEMENT**

This civil administrative proceeding is 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 United States Environmental Protection Agency ("EPA") has promulgated regulations governing the toxic chemical release reporting and community right-to-know requirements at Title 40 of the Code of the Federal of Federal Regulations ("C.F.R.") at Part 372.

Pursuant to 40 C.F.R. § 22.13(b), where parties agree to settlement of one or more causes of action before the filing of a Complaint, a proceeding may be simultaneously commenced and concluded by the issuance of a Consent Agreement and Final Order ("CA/FO") pursuant to 40 C.F.R. §§ 22.18(b)(2) and (3). This administrative proceeding constitutes one that is simultaneously being commenced and concluded pursuant to said provisions of 40 C.F.R. § 22.18(b).

The parties agree that settling this matter by entering into this CA/FO pursuant to 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) is an appropriate means of resolving the EPCRA claims specified herein against Lamart Corporation, without litigation. To that end, the parties have met and discussed settlement. No adjudicated findings of fact or conclusions of law have



been made in either a judicial or administrative forum. The following constitute EPA's Findings of Fact and Conclusions of Law based on information of which EPA, Region 2, was aware as of the effective date of this Agreement.

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

1. Respondent is Lamart Corporation ("Lamart" or "Respondent").
2. Respondent is a corporation organized pursuant to the laws of the State of New Jersey.
3. Respondent is a "person" within the meaning of Section 329(7) of the Act, 42 U.S.C. § 11049(7).
4. Respondent has owned and continues to own a facility located at 16 Richmond Street, Clifton, New Jersey 07011 ("facility" or "Respondent's facility") whose TRI Facility ID No. is 07011LMRTC16RIC.
5. Respondent is and was an "owner" and "operator" of a "facility" as those terms are defined in Section 329(4) of the Act, 42 U.S.C. § 11049(4), and in 40 C.F.R. § 372.5.
6. 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.
7. On or about June 17, 2014 and June 18, 2015, EPA inspectors conducted inspections ("the inspections") of Respondent's facility to determine whether Respondent was in compliance with the Toxic Chemical Release reporting requirements of 40 C.F.R. Part 372.
8. As a result of the inspections, EPA representatives determined that Respondent, in violation of EPCRA Section 313 and its underlying regulations, 42 U.S.C. § 11023 and 40 C.F.R. § 372.30, failed to submit, in a timely manner, Form R reports for tetrabromobisphenol A for the calendar years 2010, 2011, 2012, and 2013.
9. EPA and Respondent met to discuss EPA's determinations, described in Paragraphs 7 and 8, above, and agreed to settle this matter by entering into this Consent Agreement.

### **CONSENT AGREEMENT**

Pursuant to Section 325(c) of EPCRA, 42 U.S.C. § 11045(c), and 40 C.F.R. § 22.18 of the Consolidated Rules of Practice, it is hereby agreed by and between the parties hereto, and voluntarily and knowingly accepted by Respondent, that Respondent, for purposes of this Consent Agreement and in the interest of settling this matter expeditiously without the time, expense or uncertainty of a formal adjudicatory hearing on the merits: (a) admits the jurisdictional allegations of the Complaint; (b) neither admits nor denies EPA's Findings of Fact

and/or EPA's Conclusions of Law; (c) consents to the assessment of the civil penalty as set forth below; (d) agrees to perform and implement the Supplemental Environmental Project in accordance with the terms and conditions set forth herein; (e) consents to the issuance of the Final Order incorporating all the provisions of this Consent Agreement; and (f) waives its right to contest or appeal that Final Order.

Based upon the foregoing, and pursuant to Section 325(c) of EPCRA, 42 U.S.C § 11045(c), and 40 C.F.R. § 22.18, Respondent voluntarily and knowingly agrees to, and shall comply with, the following terms:

1. Respondent shall hereinafter maintain compliance with all applicable statutory requirements of EPCRA, 42 U.S.C. § 11001 *et seq.*, and its implementing regulations.
2. Respondent hereby certifies that, as of the date of its signature to this Agreement, to the best of its knowledge and belief, it is now in full compliance with the provisions of EPCRA and its implementing regulations applicable to Respondent's activities in New Jersey relating to the EPA Toxic Chemical Release Inventory Forms that are submitted to the EPA Administrator.
3. Respondent shall pay a civil penalty to EPA in the total amount of **TWENTY THOUSAND DOLLARS (\$20,000)**. Such payment shall be made by cashier's or certified check or by Electronic Fund Transfer ("EFT"). If the payment is made by check, then the check shall be made payable to the **Treasurer, United States of America**, and shall be mailed to:

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

The check shall be identified with a notation thereon listing the following: ***IN THE MATTER OF LAMART CORPORATION***, and shall bear thereon the **Docket No. EPCRA-02-2017-4103**. If Respondent chooses to make the payment by EFT, then Respondent shall provide the following information to its remitter bank:

- 1) Amount of Payment.
- 2) SWIFT address: **FRNYUS33, 33 Liberty Street, New York, NY 10045.**
- 3) Account Code for Federal Reserve Bank of New York receiving payment: **68010727.**
- 4) Federal Reserve Bank of New York ABA routing number: **021030004.**
- 5) Field Tag 4200 of the Fedwire message should read **D 68010727**  
Environmental Protection Agency.
- 6) Name of Respondent: **Lamart Corporation**
- 7) Case Number: **EPCRA-02-2017-4103.**



4. Payment shall be received (if made by check) or effected (if implemented by EFT) on or before forty-five (45) calendar days from the Effective Date of this CA/FO.
  - a. Failure to pay the requisite civil penalty amount in full according to the above provisions or to pay any stipulated penalty due and owing pursuant to Paragraph 30, below, may result in the referral of this matter to the United States Department of Justice or Department of the Treasury for collection or other appropriate action.
  - b. Furthermore, if payment is not made on or before the date specified in this document, interest for said payment shall 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 date said payment was required to have been made through the date said payment has been received. In addition, a late payment handling charge of \$15.00 will be assessed for each thirty (30) calendar day period or any portion thereof, following the date the payment was to have been made, in which payment of the amount remains in arrears.
  - c. In addition, a 6% per annum penalty will be applied to any principal amount that has not been received by the EPA within ninety (90) calendar days of the deadline for payment. Any such non-payment penalty charge on the debt will accrue from the date the penalty payment becomes due and is not paid.
  - d. The civil penalty and any stipulated penalties provided for herein constitute "penalt[ies]" within the meaning of 26 U.S.C. § 162(f), and are not deductible expenditures for purposes of federal or state law.
5. Whether the payment is made by check or by EFT, Respondent shall promptly thereafter furnish reasonable proof that such payment has been made to both:

Gary H. Nurkin, Assistant Regional Counsel  
Office of Regional Counsel  
Environmental Protection Agency, Region 2  
290 Broadway, Room 1621  
New York, New York 10007-1866

and

Karen Maples, Regional Hearing Clerk  
Environmental Protection Agency, Region 2  
290 Broadway, Room 1631  
New York, New York 10007-1866

6. Complainant shall mail to Respondent (to the representative designated in Paragraph 7, below) a copy of the fully executed CA/FO, and Respondent consents to service of the CA/FO upon it by an employee of EPA other than the Regional Hearing Clerk.

7. Except as provided in Paragraph 6, above, (and except as the parties may otherwise in writing agree), all documentation and information required to be submitted in accordance with the terms and conditions of this Consent Agreement shall be sent to:

John Gorman, Chief  
Pesticides and Toxic Substances Branch  
US Environmental Protection Agency 2  
2890 Woodbridge Avenue (MS-105) or  
Edison, New Jersey 08837

and

Gary H. Nurkin, Assistant Regional Counsel  
Office of Regional Counsel  
US Environmental Protection Agency  
290 Broadway, Room 1621  
New York, New York 10007

EPA shall address any written communications to Respondent at the following address:

Dean H. DeGhetto, Manager, Environmental Health & Safety  
Lamart Corporation  
16 Richmond Street  
Clifton, New Jersey 07011

8. Respondent agrees to and shall, in accordance with the terms and conditions of this Consent Agreement, perform the Supplemental Environmental Project ("SEP") described herein. The SEP shall consist of the following:

Lamart has agreed to purchase and install a solvent recovery system. Lamart estimates an overall solvent recovery rate of 60% to 65%, which would decrease the amount of solvent processed by the facility by approximately 130,000 pounds per year. This solvent recovery system will be used for a period of at least three years from installation. The primary solvents to be recovered are toluene, methyl ethyl ketone, isopropyl alcohol, and ethyl acetate. Approximately 45,000 pounds of the recovered solvent will be toluene, a listed TRI chemical.

The total expenditure for the SEP shall be not less than **ONE HUNDRED THIRTY - SIX THOUSAND SIXTEEN DOLLARS (\$136,016)**.

9. Respondent shall not use or expend any money received from the federal government, as a grant or otherwise, to directly finance, implement or perform any aspect or portion of the aforementioned SEP.



Schedule and Reports

10. Lamart has identified qualified vendors who are able to provide the necessary pollution reduction equipment and shall begin the SEP within thirty (30) days of the Effective Date of this CA/FO and shall complete installation of the required equipment and initiate its use no later than one hundred eighty (180) days from the effective date of this CA/FO.
11. Respondent agrees that failure to carry out the SEP as described in Paragraph 8 above (except as provided for in Paragraphs 17 and 22 below) shall constitute a violation of this CA/FO and stipulated penalties shall be due and payable by Respondent to EPA in accordance with Paragraph 30 below.
12. The SEP will be considered completed upon EPA's acceptance of the SEP Completion Report as described in Paragraphs 14 and 18, below.
13. Respondent shall submit three interim SEP reports certified by an appropriate corporate official as follows:
  - a. an installation report documenting the installation of the system shall be submitted within thirty (30) days of the completion of the installation and the commencement of operation of the solvent recovery system ("first use date");
  - b. an interim operation report documenting the operation of the system shall be submitted within thirty (30) days of the first and second yearly anniversaries of the first use date of the solvent recovery system; and
  - c. each installation and interim report shall include the information identified in Paragraphs 14(a) – (h), below, for the relevant time period covered by the report.
14. Respondent shall submit a SEP Completion Report certified by an appropriate corporate official within thirty (30) days of the third yearly anniversary of the first use date of the solvent recovery system. Unless otherwise agreed, Respondent shall provide the following in the SEP Completion Report:
  - a. evidence of SEP completion, which may include but is not limited to, photos of the equipment, vendor invoices or receipts, and correspondence from the vendor;
  - b. a detailed description of the SEP as implemented;
  - c. all itemized expenditures made in connection with the SEP;
  - d. itemized total costs incurred (e.g. cost of packaging and transport, and/or other costs) which Respondent feels are eligible for SEP credit accompanied by copies of invoices, purchase orders, cancelled checks,

receipts and/or other documentation that specifically identifies and itemizes the individual cost of the goods and services for which payment was made;

- e. any savings accrued by the Respondent as a result of its implementation of the SEP;
- f. identification of any issues or problems that have arisen in connection with Respondent's implementation of the SEP or any of its components, and discussion of how any such issues or problems were addressed, and the solutions thereto;
- g. quantification to the extent possible the benefits associated with the project and a statement setting forth how the benefits were measured or estimated; and
- h. the following certification:

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 potential penalties for submitting false information, including the possibility of fines and imprisonment.

- 15. Respondent agrees that submission of a false and/or inaccurate report shall constitute a violation of this CA/FO and stipulated penalties shall be due and payable by Respondent to EPA in accordance with Paragraph 30 below.
- 16. Respondent agrees that failure to submit a report required by this Consent Agreement in a timely manner (except as provided for in Paragraphs 17 and 22 below) shall constitute a violation of this CA/FO and stipulated penalties shall be due and payable by Respondent to EPA in accordance with Paragraph 30 below.
- 17. EPA may grant an extension of the date(s) of performance or such other dates as are established in this CA/FO with regard to the SEP if Respondent has first demonstrated in writing good cause for such extension. If Respondent submits a request for extension, such request shall be accompanied by supporting documentation and be submitted to EPA no later than fourteen (14) calendar days prior to any due date set forth in this Consent Agreement, or other deadline established pursuant to this Consent Agreement. EPA may grant such extension in its discretion, and any such extension (or denial thereof) shall be in writing.
- 18. Following its receipt of the SEP Completion Report, EPA will notify Respondent in writing that it:



- a. accepts the SEP Completion Report; or
  - b. rejects the SEP Completion Report, with identification of any questions it has and/or deficiencies in the report, including, but not limited to, a determination by EPA that certain expenditures are not creditable or that the expected reductions in solvents processed at the facility were not attained and the reasons for that. EPA will grant Lamart an additional short period of time, which shall be reasonable under the then-existing circumstances (fifteen (15) days at a minimum), in which to answer EPA's inquiries and/or, to correct any deficiencies in the SEP Completion Report, and to resubmit an amended report if required. Such submission, provided it is timely, shall not be subject to stipulated penalties; or
  - c. rejects the SEP Completion Report.
19. If EPA notifies Respondent of its rejection of the Completion Report pursuant to Paragraph 18(c) above, EPA shall permit Respondent the opportunity to object in writing to the rejection notification within fourteen (14) days of receipt of such notification. EPA and Respondent shall have an additional thirty (30) days from the due date of Respondent's notification of objection to reach agreement. If agreement cannot be reached within this 30-day period, EPA shall provide a written statement of its decision to Respondent, which decision shall be final and binding upon Respondent.
20. The determination of whether the SEP has been satisfactorily completed, whether Respondent has made a good faith, timely effort to implement the SEP, whether Respondent has complied with all the terms of the CA/FO, and whether costs are creditable to the SEP shall be in the sole discretion of EPA.
21. Respondent agrees that submission of an untimely or unacceptable SEP Completion Report shall constitute a violation of this CA/FO and stipulated penalties shall be due and payable by Respondent to EPA in accordance with Paragraph 30 below.
22. Delays:
- a. If any unforeseen event occurs which causes or may cause delays in the implementation of the SEP or the submission of a report as required herein, Respondent shall notify EPA in writing within (14) 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 any proposed adjustments to the timetable for the implementation of the SEP or the submission of a required report caused by the delay. 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 event involved and may constitute a

waiver of Respondent's right to request an extension of its obligation under this Consent Agreement based on such incident.

- b. If the parties agree that the delay or anticipated delay in the implementation of the SEP or the submission of a report 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.
  - c. In the event that EPA does not agree that a delay in implementing the SEP or submitting the report 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 the SEP shall not, in any event, be a basis for changes in this Consent 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.
23. Respondent shall maintain in one central location legible copies of documentation concerning the development, implementation, and financing of its SEP and documentation supporting information in any report submitted to EPA pursuant to this CA/FO. Respondent shall grant EPA access to such documentation and shall provide copies of such documentation to EPA within fourteen (14) days of Respondent's receipt of a request by EPA for such information or within such additional time as approved by EPA in writing. Respondent shall also allow EPA to conduct, during normal business hours, an inspection of the facility to verify the implementation of the SEP. The provisions of this paragraph shall remain in effect for three and one half years (3½) years from the Effective Date of this Consent Agreement.
24. All documents submitted to EPA shall be in a form mutually agreeable to by both parties (*e.g.* by electronic mail in Microsoft Word or Portable Document Format [.pdf]).

#### Certifications

25. Respondent hereby certifies that, as of the date of its signature on this Consent Agreement, that:
- a. all cost information provided to the EPA in connection with the EPA's approval of the SEP is complete and accurate and Respondent in good faith estimates that the cost to implement the SEP is at least \$136,016;



- b. Respondent is not required to implement or complete the aforementioned SEP pursuant to any federal, state or local law, regulation or other requirement;
  - c. with the exception of this Consent Agreement, Respondent is not required to implement or complete the SEP as set forth herein by any agreement, grant, or as injunctive relief in this or any other case;
  - d. 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 herein;
  - e. Respondent has not received and is not presently negotiating to receive, credit in any other enforcement action for the actions that constitute the SEP; and
  - f. Respondent will not receive reimbursement for any portion of the SEP from any person or entity.
26. Respondent certifies that it is not a party to any open federal financial assistance transaction that is funding or could be used to fund the same activity as the SEP described herein. Respondent further certifies that, to the best of its 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, nor has the same activity been described in an unsuccessful federal financial assistance transaction proposal submitted to EPA within two years of the date of this settlement (unless the project was barred from funding as statutorily ineligible). For the purpose of this certification, the term "open federal financial assistance transaction" refers to a grant, cooperative agreement, loan, federally-guaranteed loan guarantee or other mechanism for providing federal financial assistance whose performance period has not yet expired.
27. Respondent further certifies that it has not and agrees that it will not capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEP for federal income tax purposes.
28. If within three years of receiving the certifications described above, EPA believes that any of the information certified to herein is inaccurate, EPA will so advise the Respondent of its belief and its basis, and will afford Respondent an opportunity to submit comments to EPA. After review of any comments submitted, EPA shall provide a written statement of its decision to Respondent, which decision shall be final and binding upon Respondent. Respondent agrees that a false certification shall constitute a violation of this CA/FO and stipulated penalties shall be due and payable by Respondent to EPA in accordance with Paragraph 30 below. Such payment(s) shall not preclude EPA from initiating a separate criminal investigation pursuant to 18 U.S.C. § 1001 *et seq.*, or any other applicable law.
29. Nothing in this document is intended or construed to waive, prejudice or otherwise affect the right of EPA, or the United States, from pursuing any appropriate remedy, sanction or penalty prescribed by law against Respondent, if Respondent makes any material



misrepresentations or provides materially false information herein or in any document submitted pursuant to this Consent Agreement.

Stipulated Penalties

30. Respondent agrees to pay stipulated penalties for the failure to comply with the terms of Paragraphs 8 - 14 of this Consent Agreement, in the same manner as specified in Paragraph 3 and subject to the same provisions specified in Paragraphs 4 and 5, above, in the following amounts:
  - a. If EPA believes that Respondent failed to make expenditures of at least \$136,016 on the SEP, then EPA shall promptly advise Respondent of its belief and the basis for its belief and shall afford Respondent an opportunity to respond to EPA within twenty (20) days of EPA's notification. If, after reviewing Respondent's submittal, EPA disagrees with Respondent; within thirty (30) days of receipt of EPA's determination, Respondent shall pay a stipulated penalty equal to the difference between the amount of the eligible SEP costs incurred by the Respondent and \$136,016.
  - b. In the event that Respondent fails to timely submit a required report (except as provided for in Paragraphs 17 and 22) or submits an unacceptable SEP Completion Report, stipulated penalties shall accrue on a per day basis. Respondent shall pay a stipulated penalty in the amount of \$200 per day for the first ten days, \$300 per day for days 11-30, and \$500 per day after day 30. If a report is submitted late or not at all, then such penalties shall begin to accrue on the day after the report is due and shall continue to accrue until a report is submitted.
  - c. If EPA, acting in accordance with Paragraphs 18(c) and 19, above, rejects the SEP Completion Report, then Respondent shall pay a stipulated penalty of five thousand (\$5,000) dollars within thirty (30) days of receipt of EPA's final written determination *in addition* to those payments, if any, required under subparagraph (a) of this paragraph.
  - d. If after reviewing a submitted report, EPA believes that any information therein was inaccurately certified, EPA shall promptly advise Respondent of its belief and the basis for its belief and shall afford Respondent an opportunity to respond to EPA within twenty (20) days of EPA's notification. If, after considering Respondent's reply, EPA determines that the certification was substantially inaccurate in that an item (or items) certified as implemented was not or that costs certified differed significantly from costs actually incurred, then within thirty (30) days of receipt of EPA's determination, Respondent shall pay a penalty of Ten Thousand Dollars (\$10,000) *in addition* to those payments, if any, required under subparagraph (a) of this paragraph.
  - e. If at any time, EPA believes that the information in Paragraphs 2, and 25 - 27, above, was inaccurately certified, EPA shall promptly advise Respondent of its



belief and the basis for its belief and shall afford Respondent an opportunity to respond to EPA within twenty (20) days of EPA's notification. If, after considering Respondent's reply, EPA determines that a certification was substantially inaccurate then within thirty (30) days of receipt of EPA's determination, Respondent shall pay a penalty of Five Thousand Dollars (\$5,000) for each such false certification *in addition* to those payments, if any, required under any subparagraph (a) of this paragraph.

- f. Respondent reserves the right to assert that EPA acted arbitrarily or unreasonably in making a determination pursuant to Subparagraphs 30(a)-(e). If Respondent makes such an assertion, it shall provide EPA with its reasons and any and all documentation that supports that claim. If after considering Respondent's assertions, EPA determines that it had not acted arbitrarily or unreasonably, then within thirty (30) days of receipt of EPA's determination, Respondent shall pay the appropriate penalty as determined by Paragraph 30. The decision as to whether the EPA acted arbitrarily or capriciously shall be in the sole discretion of the EPA.

31. The Complainant may, in her sole discretion, reduce or eliminate any stipulated penalty due.
32. Failure of Respondent to pay any stipulated penalty due and owing pursuant to this Consent Agreement may result in referral of this matter to the United States Department of Justice or the Department of the Treasury for collection.
33. Respondent agrees that EPA may contact its vendor at any time, after the SEP has been alleged to have been completed in order to confirm that the SEP has, in fact, been implemented. The provisions of this paragraph shall remain in effect from the Effective Date of this CA/FO until one (1) year after EPA acceptance of the SEP Completion Report.
34. Any public statement, oral or written, in print, film or other media, made by the Respondent, or by any officer, employee or agent of the Respondent, that makes reference to the SEP under this CA/FO shall include the following language: "This project was undertaken in connection with the settlement of an enforcement action initiated by the U.S Environmental Protection Agency against the Lamart Corporation, under the Emergency Planning and Community Right-to-Know Act."
35. This Consent Agreement is being voluntarily and knowingly entered into by the parties to resolve (upon full payment of the civil penalty and performance of the SEP herein) the civil and administrative claims alleged in the Complaint in this matter. Nothing herein shall be read to preclude EPA or the United States, however, from pursuing appropriate injunctive or other equitable relief or criminal sanctions for any violations of law.
36. This CA/FO is not intended, and shall not be construed, to waive, extinguish or otherwise affect Respondent's obligation to comply with all applicable provisions of EPCRA and the regulations promulgated thereunder or with any applicable federal, state, or local

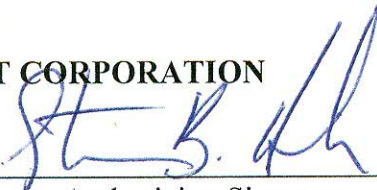
rules, regulations, and laws. The SEP to be implemented by Respondent has been accepted by Complainant solely for purposes of settlement of this administrative proceeding. Nothing in this document is intended nor shall be construed as a ruling on, or determination of, any issues related to any federal, state, or local permit.

37. The provisions of this Consent Agreement shall be binding upon Respondent, its officials, authorized representatives and successors or assigns.
38. This Consent Agreement and any provision herein shall not be construed as an admission of liability in any criminal or civil action or other administrative proceeding, except in an action, suit or proceeding to enforce this Consent Agreement or any of its terms and conditions.
39. Respondent waives its right to request a hearing on this Consent Agreement, or the Final Order included herein, including any right to contest any allegations or findings of fact or conclusions of law contained within these documents.
40. The signatory for the Respondent certifies that: a) he or she is duly and fully authorized to enter into and ratify this Consent Agreement and all the terms, conditions and requirements set forth in this Consent Agreement, and b) he or she is duly and fully authorized to bind the party on behalf of whom (which) he or she is entering this Consent Agreement to comply with and abide by all the terms, conditions and requirements of this Consent Agreement.
41. Each party hereto shall bear its own costs and fees in this matter.
42. Pursuant to 40 C.F.R. § 22 31(b), the Effective Date of the Consent Agreement and Final Order herein shall be the date when the Final Order is filed with the Regional Hearing Clerk of the United States Environmental Protection Agency, Region 2.

102 AS 417



RESPONDENT: **LAMART CORPORATION**


BY:   
Authorizing Signature

NAME: Steven B. Hirsh  
(PLEASE PRINT)

TITLE: President

DATE: February 24, 2017

COMPLAINANT: **UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 2**

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

DATE: **FEB 28 2017**

In the Matter of Lamart Corporation, Docket Number EPCRA 02-2017-4103

**FINAL ORDER**

The Regional Administrator of EPA, Region 2, concurs in the foregoing Consent Agreement. Said Consent Agreement having been duly accepted and entered into by the parties, is hereby ratified, incorporated by reference herein, and issued pursuant to Section 325(c) of EPCRA and 40 C.F.R. § 22.18(b) (3), as an Order, effective immediately upon filing with the Regional Hearing Clerk of EPA, Region 2.



\_\_\_\_\_  
Catherine McCabe  
Acting Regional Administrator  
U.S. Environmental Protection Agency - Region 2  
290 Broadway  
New York, New York 10007-1866

DATE: 3/3, 2017



In the Matter of Lamart Corporation Docket Number EPCRA 02-2017-4103

**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 Hand:

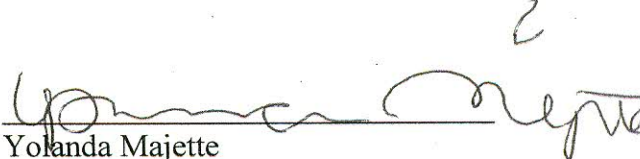
Karen Maples  
Regional Hearing Clerk  
U.S. Environmental Protection Agency- Region 2  
290 Broadway, 16th floor  
New York, New York 10007-1866

Copy by Certified Mail,  
Return Receipt Requested:

Steven T. Singer, Esq.  
Attorney for Respondent  
34 Hillside Avenue  
Montclair, New Jersey 07042

Mr. Dean H. DeGhetto  
Manager, Environmental Health & Safety  
Lamart Corporation.  
16 Richmond Street  
Clifton, New Jersey 07011

Dated: March 7, 2017

  
Yolanda Majette  
WTS Branch Secretary