

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 2

U.S. ENVIRONMENTAL  
PROTECTION AGENCY-REG. II

2009 JAN 28 PM 2:07

REGIONAL HEARING  
CLERK

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)  
In the Matter of: ) Docket No. CAA-02-2008-1215  
)  
)  
Ronson Consumer Products Corporation ) CONSENT AGREEMENT AND  
3 Ronson Road ) FINAL ORDER  
Woodbridge, New Jersey, )  
)  
Respondent. ) Under Section 113 of the Clean Air  
) Act, 42 U.S.C. § 7413  
)  
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**I. PRELIMINARY STATEMENT**

Complainant, the United States Environmental Protection Agency ("EPA"), Region 2, and Respondent, Ronson Consumer Products Corporation, by their undersigned representatives, hereby consent and agree as follows:

1. EPA initiated this proceeding for the assessment of civil penalties pursuant to Section 113(d) of the Clean Air Act, 42 U.S.C. § 7413(d), by issuing an Administrative Complaint, Docket No. CAA-02-2008-1215 (the "Complaint"), against Respondent on September 30, 2008.
2. Respondent is the owner and/or operator of a facility located at 3 Ronson Road, Woodbridge, New Jersey (the "Facility").
3. The Complaint charged Respondent with one count for violations of Section 112(r)(7) of the Clean Air Act, 42 U.S.C. § 7412(r)(7), and the regulations promulgated thereunder at 40 C.F.R. Part 68, for failure to fully comply with the requirements for a risk management plan at the Facility.
4. Respondent hereby certifies that it is now in compliance with all relevant requirements of Section 112(r)(7) of the Clean Air Act with respect to its Facility.
5. Respondent admits the jurisdictional allegations set forth in the Complaint.
6. Pursuant to 113(d) of the Clean Air Act, and taking into consideration the nature of the violations, EPA has determined that an appropriate civil penalty to settle this action is forty-four thousand dollars (\$44,000).
7. Respondent consents to the issuance of this Consent Agreement and Final Order hereinafter recited and consents for the purposes of settlement to the assessment of the civil penalty cited in the foregoing paragraph.

8. Respondent shall pay, by cashier's or certified checks, a civil penalty in the total amount of Forty Thousand Dollars (\$44,000), which payment is in settlement of this case, payable to the "Treasurer, United States of America," in accordance with the following schedule:
- i. \$11,000 due on or before sixty (60) days after the date of signature of the Final Order at the end of this document;
  - ii. \$11,000 due on or before one hundred and twenty (120) days after the date of signature of the Final Order at the end of this document; and
  - iii. \$22,000 due on or before ten months after the date of signature of the Final Order at the end of this document.
9. Each check shall be identified with the notation of the name and docket number of this case as follows: In the Matter of Ronson Consumer Products, Docket No. CAA-02-2008-1215.

Each check shall be mailed to:

United States Environmental Protection Agency  
Fines & Penalties  
Cincinnati Finance Center  
P.O. Box 979077  
St. Louis, MO 63197-9000

A copy of each check and any transmittal letter shall be sent to each of the following:

Damaris Urdaz Cristiano  
Assistant Regional Counsel  
Office of Regional Counsel  
U.S. Environmental Protection Agency, Region 2  
290 Broadway, 16<sup>th</sup> Floor  
New York, N.Y. 10007-1866; and

Office of the Regional Hearing Clerk  
U.S. Environmental Protection Agency, Region 2  
290 Broadway, 16<sup>th</sup> Floor  
New York, N.Y. 10007-1866

Each payment must be received at the above address on or before the due date specified above (the date by which each payment must be received shall hereafter be referred to as its "due date").

Respondent agrees to make such payment on or before sixty (60) calendar days after the date of signature of the Final Order at the end of this document (hereinafter 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 or the U.S. Department of the Treasury for appropriate enforcement, including collection of the amount set forth in this Paragraph, plus allowable interest and such other penalties as provided for in this Consent Agreement.
  - b. Further, if payment is not received on or before its due date, Respondent agrees to the assessment of interest, 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, Respondent agrees to pay a late payment handling charge of \$15 for each thirty (30) day period (or any portion thereof) following the due date in which the balance remains unpaid.
  - c. Respondent also agrees to pay a quarterly non payment fee for each calendar quarter during which such nonpayment persists, pursuant to Section 113(d)(5) of the Clean Air Act, 42 U.S.C. § 7413(d)(5), a quarterly nonpayment penalty will be imposed for each calendar quarter during which such nonpayment persists. The quarterly nonpayment penalty is 10% of the aggregate amount of penalties and quarterly nonpayment penalties which are unpaid as of the beginning of such quarter.
10. The penalty specified in Paragraph 8, above, shall represent a civil penalty assessed by EPA and shall not be deductible for purposes of State or Federal taxes.

## **II. GENERAL PROVISIONS**

11. Respondent neither admits nor denies EPA's Findings of Fact contained in the Complaint and EPA's Conclusions of Law contained in the Complaint. Respondent waives any right to contest the allegations contained in the Complaint and/or to appeal the Final Order accompanying this Consent Agreement.
12. Respondent waives any right it may have pursuant to 40 C.F.R. § 22.8 to be present during discussions with the Regional Administrator or Deputy Regional Administrator of EPA Region II, or to be served with and to reply to any memorandum or communication addressed to the Regional Administrator or 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.

13. This Consent Agreement and Final Order shall not relieve Respondent of its obligation to comply with all applicable provisions of federal, State, or local law, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, State or local permit. Nothing in this Consent Agreement and Final Order is intended to nor shall it be construed to operate in any way to resolve any criminal liability of Respondent. Compliance with this Consent Agreement and Final Order shall not be a defense to any actions subsequently commenced pursuant to federal laws and regulations administered by EPA, and it is the responsibility of Respondent to comply with such laws and regulations.
14. Each party to this action shall bear its own costs and attorney fees.
15. Full and complete satisfaction of the requirements of this Consent Agreement and Final Order shall resolve Respondent's liability for Federal civil penalties for the violations and facts alleged in the Complaint.
16. The person signing below on behalf of Respondent hereby certifies that he or she is fully authorized by Respondent to execute this Consent Agreement on behalf of Respondent and to legally bind Respondent to this Consent Agreement in accordance with all of the terms and conditions contained herein.
17. The Director of the Emergency and Remedial Response Division of EPA Region 2 has been delegated the authority to sign the Consent Agreement in this action, and the Regional Administrator of EPA Region 2 has been delegated the authority to sign the Final Order in this action.
18. Respondent consents to service upon Respondent of a copy of this Consent Agreement and Final Order by any EPA employee, in lieu of service made by the EPA Region 2 Regional Hearing Clerk.

For Respondent  
Ronson Consumer Products Corporation

Wolcott R Blair

Signature

Date: 1/8/2009

WOLCOTT R. BLAIR


Name (Printed or Typed)

VICE PRESIDENT OPERATIONS

Title (Printed or Typed)

In the Matter of Ronson Consumer Products Corporation, Docket No. CAA-02-2008-1215

For Complainant  
U.S. Environmental Protection Agency:

  
\_\_\_\_\_  
Walter M. Mugdan, Director  
Emergency and Remedial Response  
Division, Region 2

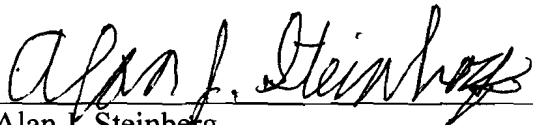
Date: 1/15/09

In the Matter of Ronson Consumer Products Corporation, Docket No. CAA-02-2008-1215

**FINAL ORDER**

The Regional Administrator of the U.S. EPA, Region 2, ratifies the foregoing Consent Agreement. The Consent Agreement entered into by and between the parties is hereby approved, incorporated herein, and issued, as a Final Order.

1-16-09  
DATE

  
\_\_\_\_\_  
Alan J. Steinberg  
Regional Administrator  
U.S. EPA, Region 2

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION II

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)  
Ronson Consumer Products Corporation )  
3 Ronson Road )  
Woodbridge, New Jersey, )  
)  
)  
Respondent. )  
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**CERTIFICATION OF SERVICE**

I certify that on the date noted below, I caused to be sent, by certified mail, return receipt requested, a copy of the foregoing "**Consent Agreement and Final Order**" to the following person at the address listed below:

*Original and copy by interoffice mail to:*

Karen Maples  
Regional Hearing Clerk  
Region II  
U.S. Environmental Protection Agency  
290 Broadway, 16<sup>th</sup> Floor  
New York, NY 10007-1866;

*Copy by certified mail, return receipt requested, to:*

Attorney for Respondent:  
Janine Bauer, Esq.  
Saferman, Lakind, Blumstein & Balder, P.C.  
101 Grovers Mill Road  
Suite 200  
Lawrenceville, New Jersey 08648

*Copy by regular mail to:*

The Honorable Susan L. Biro  
Chief Administrative Law Judge  
Office of Administrative Law Judges  
U.S. Environmental Protection Agency  
Mail Code 1900L  
1200 Pennsylvania Avenue, N.W.



Washington, DC 20460  
(202) 564-6291 (Fax)

Date: 1/27/09

Name: Daniel E. Rivera

Title: Legal Clerk

Address: 290 Broadway, 17 floor  
New York, N.Y. 10007

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