



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4
ATLANTA FEDERAL CENTER
61 FORSYTH STREET
ATLANTA, GEORGIA 30303-8960

MAY 04 2017

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Mr. Jeffrey Winters
Environmental, Health, and Safety
Jarden Zinc Products, LLC
2500 Old Stage Road
Greeneville, Tennessee 37744

Re: Jarden Zinc Products, LLC
Consent Agreement and Final Order
CAA-04-2017-8000(b)

Dear Mr. Winters:

Enclosed please find an executed copy of the Consent Agreement and Final Order (CAFO) that resolves the Clean Air Act (CAA) matter (Docket No. CAA-04-2017-8000(b)) involving Jarden Zinc Products, LLC. The CAFO was filed with the Regional Hearing Clerk, as required by 40 CFR Part 22 and became effective on the date of the filing.

Also, enclosed please find a copy of the "Notice of Securities and Exchange Commission Registrants' Duty to Disclose Environmental Legal Proceedings." This document puts Jarden Zinc Products, LLC on notice of its potential duty to disclose to the Securities and Exchange Commission (SEC) any environmental enforcement actions taken by the U. S. Environmental Protection Agency. If you have any questions with regard to the SEC's environmental disclosure requirements, you may refer to the contact phone number at the bottom of the SEC Notice.

If you have any questions, please call Ms. Deanne Grant at (404) 562-9291.

Sincerely,

A handwritten signature in blue ink, appearing to read "Anthony G. Toney".

Anthony G. Toney
Chief
Chemical Safety and Enforcement Branch

Enclosures

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4
BEFORE THE ADMINISTRATOR**

IN THE MATTER OF:)
)
 Jarden Zinc Products, LLC)
)
 Respondent.)
 _____)

Docket No.
CAA-04-2017-8000(b)

RECEIVED
EPA REGION 4
MAY 10 2017
ATLANTA, GA

CONSENT AGREEMENT

A. PRELIMINARY STATEMENT

1. This is an administrative penalty assessment proceeding brought under Section 113(d) of the Clean Air Act (the “Act”), 42 U.S.C. § 7413(d), and Sections 22.13 and 22.18 of the Consolidated Rules of Practice Governing Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (“Consolidated Rules”), as codified at 40 C.F.R. Part 22.
2. Complainant is the United States Environmental Protection Agency, Region 4, EPA. The Director of the Air, Pesticides and Toxics Management Division, EPA Region 4, is delegated the authority to settle civil administrative penalty proceedings under Section 113(d) of the Act.
3. Respondent is Jarden Zinc Products, LLC, a company doing business in the State of Tennessee. Respondent is a “person” as defined in Section 302(e) of the Act, 42 U.S.C. § 7602(e).
4. Complainant and Respondent, having agreed that settlement of this action is in the public interest, consent to the entry of this consent agreement (“Consent Agreement” or “Agreement”) and the attached final order (“Final Order” or “Order”) without adjudication of any issue of law or fact herein, and Respondent agrees to comply with the terms of this Consent Agreement and Final Order.

B. JURISDICTION

5. This Consent Agreement is entered into under Section 113(d) of the Act, as amended, 42 U.S.C. § 7413(d), and the Consolidated Rules, 40 C.F.R. Part 22. The alleged violations in this Consent Agreement are pursuant to Section 112(r)(7).
6. The EPA and the United States Department of Justice jointly determined that this matter, although it involves alleged violations that occurred more than one year before initiation of this proceeding, is appropriate for an administrative penalty assessment. 42 U.S.C. § 7413(d); 40 C.F.R. § 19.4.

7. On October 16, 2015, the EPA issued to Respondent a Notice of Potential Violation (“NOPV”), providing notice that the EPA found that Respondent had potentially committed the alleged violations described in Section E of this Agreement and providing Respondent an opportunity to confer with the EPA. On March 9, 2016, and May 3, 2016, representatives of Respondent and the EPA discussed the October 16, 2015, NOPV.

8. The Regional Judicial Officer is authorized to ratify this Consent Agreement which memorializes settlement between Complainant and Respondent. 40 C.F.R. § 22.4(b) and 22.18(b).

9. The issuance of this Consent Agreement and attached Final Order simultaneously commences and concludes this proceeding. 40 C.F.R. § 22.13(b).

C. GOVERNING LAW

10. Section 112(r) of the Act, 42 U.S.C. § 7412(r), addresses the prevention of releases of substances listed pursuant to Section 112(r)(3) of the Act, 42 U.S.C. § 7412(r)(3). The purpose of this section is to prevent the accidental release of extremely hazardous substances and to minimize the consequences of such releases. Pursuant to Section 112(r)(7) of the Act, 42 U.S.C. § 7412(r)(7), the EPA is authorized to promulgate regulations for accidental release prevention.

11. Pursuant to Sections 112(r)(3) and 112(r)(7) of the Act, 42 U.S.C. §§ 7412(r)(3) and 7412(r)(7), the EPA promulgated rules codified at 40 C.F.R. Part 68, Chemical Accident Prevention Provisions. These regulations are collectively referred to as the “Risk Management Program” (RMProgram) and apply to an owner or operator of a stationary source that has a threshold quantity of a regulated substance in a process. Pursuant to Sections 112(r)(3) and 112(r)(5) of the Act, 42 U.S.C. §§ 7412(r)(3) and 7412(r)(5), the list of regulated substances and threshold levels are codified at 40 C.F.R. § 68.130.

12. Pursuant to Section 112(r)(7)(B)(iii) of the Act, 42 U.S.C. § 7412(r)(7)(B)(iii), and 40 C.F.R. §§ 68.10 and 68.150, the owner or operator of a stationary source that has a regulated substance in an amount equal to or in excess of the applicable RMProgram threshold in a “process” as defined in 40 C.F.R. § 68.3, must develop an RMProgram accidental release prevention program, and submit and register a single Risk Management Plan (RMPlan) to the EPA.

D. FACTUAL ALLEGATIONS

13. Respondent operates a “stationary source” as that term is defined by Section 302(z) of the Act, 42 U.S.C. § 7602(z). The Respondent’s stationary source is located at 2500 Old Stage Road, Greeneville, Tennessee 37745 (stationary source).

14. Respondent has submitted and registered an RMPlan to the EPA for its stationary source and has developed an RMProgram accidental release prevention program for the stationary source.

15. For the purpose of this Agreement:

(a) At its stationary source, the Respondent operates a zinc based product manufacturing facility which includes treating wastewater on site from its processes.

(b) At its stationary source, the Respondent, at the time of inspection, had 360,000 pounds of chlorine on site for wastewater treatment purposes.

(c) At its stationary source, the Respondent, at the time of inspection, had one RMProgram level 3 covered process, which stores or otherwise uses chlorine in its wastewater treatment process in an amount exceeding its applicable threshold of 2,500 pounds.

(d) On June 4, 2014, the EPA conducted an onsite inspection of the RMProgram related records and equipment for the purpose of assessing the Respondent's compliance with the RMProgram requirements and the implemented recognized and generally accepted good engineering practices (RAGAGEP) for its covered processes at its stationary source.

(e) At the time of inspection, the Respondent was asked to provide offsite consequence analyses records regarding the data used to estimate population and the environmental receptors potentially affected within the distance of their worst-case and alternative release scenario endpoints. The Respondent could not provide the requested records.

(f) At the time of the inspection, the Respondent's process safety information did not include relief system design and design basis.

(g) At the time of the inspection, piping outside the chlorine evaporator building and inside the coinage wastewater treatment area did not have labels indicating pipe contents and directional flow. The American National Standards Institute's, American Society Mechanical Engineer A13.1 requires identification and direction of flow for pipes containing hazardous substances. The Respondent could not provide documentation that piping complies with recognized and generally accepted good engineering practices.

(h) At the time of inspection, the Respondent was asked to provide information indicating that they annually certified their operating procedures. The Respondent could not provide the requested records.

(i) At the time of inspection, the Respondent was asked to provide information that four operators that began operating the chlorine system prior to 1999 received initial training or had certification in writing that they had the required knowledge, skills, and abilities to safely carry out their jobs. The Respondent could not provide the requested information.

(j) At the time of inspection, the Respondent was asked to provide information that the annual 2012 and semi-annual 2014 inspections and tests were completed per the respective work orders #1790 and #1785. The Respondent could not provide the requested information.

(k) At the time of inspection, the Respondent was asked to provide their two most recent compliance audits. The Respondent could not provide the audits.

E. ALLEGED VIOLATIONS OF LAW

16. Based on the EPA's compliance monitoring investigation, the EPA alleges that the Respondent violated the codified rules governing the Act's Chemical Accident Prevention Provisions, because Respondent did not adequately implement provisions of 40 C.F.R. Part 68 when it:

- (a) Failed to maintain records on the offsite consequence analyses that contain data used to estimate population and environmental receptors potentially affected as required by 40 CFR § 68.39(e);
- (b) Failed to include relief system design and design basis in the process safety information as required by 40 CFR § 68.65(d)(1)(iv);
- (c) Failed to document that equipment complies with recognized and generally accepted good engineering practices as required by 40 CFR § 68.65(d)(2);
- (d) Failed to certify annually that the operating procedures are current and accurate as required by 40 CFR § 68.69(c);
- (e) Failed to provide initial training or certify in writing that each employee has the required knowledge, skills and abilities to safely carry out the duties and responsibilities as specified in the operating procedures as required by 40 CFR § 68.71(a);
- (f) Failed to have the frequency of inspections and tests of process equipment be consistent with applicable manufacturers' recommendations and good engineering practices, and more frequently if determined to be necessary by prior operating experience as required by 40 CFR § 68.73(d)(3);
- (g) Failed to retain the two (2) most recent compliance audit reports as required by 40 CFR § 68.79(e).

F. TERMS OF CONSENT AGREEMENT

17. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondent:

- (a) admits that the EPA has jurisdiction over the subject matter alleged in this Agreement;
- (b) neither admits nor denies the factual allegations stated above;
- (c) consents to the assessment of a civil penalty as stated below;
- (d) consents to the issuance of any specified compliance or corrective action order;
- (e) consents to the conditions specified in this Agreement;
- (f) consents to any Permit Action;
- (g) waives any rights to contest the alleged violations of law set forth in Section E of this Consent Agreement; and
- (h) waives its rights to appeal the Order accompanying this Agreement, and

18. For the purpose of this Agreement, Respondent:

- (a) agrees that this Agreement states a claim upon which relief may be granted against Respondent;
- (b) acknowledges that this Agreement constitutes an enforcement action for purposes of considering Respondent's compliance history in any subsequent enforcement actions;
- (c) waives any and all remedies, claims for relief and otherwise available rights to judicial

or administrative review that Respondent may have with respect to any issue of fact or law set forth in this Order, including any right of judicial review under Section 307(b)(1) of the Act, 42 U.S.C. § 7607(b)(1);

- (d) consents to personal jurisdiction in any action to enforce this Agreement or Order, or both, in the United States District Court for the Eastern District of Tennessee; and
- (e) waives any rights it may possess at law or in equity to challenge the authority of the EPA to bring a civil action in a United States District Court to compel compliance with the Agreement or Order, or both, and to seek an additional penalty for such noncompliance, and agrees that federal law shall govern in any such civil action,
- (f) certifies that as of its execution of this Agreement, it is in compliance with all relevant requirements of 40 C.F.R. Part 68.

19. Penalty Payment. Respondent agrees to:

- a) pay the civil penalty of **TWENTY THOUSAND THREE HUNDRED NINETY DOLLARS (\$20,390)** (“EPA Penalty”) within 30 calendar days of the Effective Date of this Agreement;
- b) pay the EPA Penalty by forwarding a cashier's or certified check payable to the “Treasurer, United States of America,” or by electronic transfer to one of the following addresses:

For payment sent via electronic transfer

Federal Reserve Bank of New York

ABA = 021030004

Account = 68010727

SWIFT address = FRNYUS33

33 Liberty Street

New York, New York 10045

Beneficiary: “U.S. Environmental Protection Agency”;

For payment sent via standard delivery

U.S. Environmental Protection Agency

Cincinnati Finance Center Box 979077

St. Louis, MO 63197-9000; or

For payment sent for signed receipt confirmation (FedEx, DSL, UPS, USPS Certified)

U.S. Environmental Protection Agency

Cincinnati Finance Center Box 979077

1005 Convention Plaza

SL-MO-C2-GL

St. Louis, MO 63101 (Delivery Location Phone Number: 314-425-1819).

The check shall reference on its face the name and the Docket Number of the CAFO. Within 24 hours of payment of the EPA Penalty, send a separate copy of the check or confirmation of electronic transfer, and a written statement that payment has been

made in accordance with this Agreement, to the following persons at the following addresses:

Regional Hearing Clerk
U.S. EPA Region 4
61 Forsyth Street, S.W.
Atlanta, Georgia 30303

Deanne Grant
Chemical Management and Emergency
Planning Section
U.S. EPA Region 4
61 Forsyth Street, S.W.
Atlanta, Georgia 30303

20. If Respondent fails to timely pay any portion of the penalty assessed under this Agreement, the EPA may:

- a) request the Attorney General to bring a civil action in an appropriate district court to recover: the amount assessed; interest at rates established pursuant to 26 U.S.C. § 6621(a)(2); the United States' enforcement expenses; and a 10 percent quarterly nonpayment penalty, 42 U.S.C. § 7413(d)(5);
- b) refer the debt to a credit reporting agency or a collection agency, 42 U.S.C. § 7413(d)(5), 40 C.F.R. §§ 13.13, 13.14, and 13.33;
- c) collect the debt by administrative offset (i.e., the withholding of money payable by the United States to, or held by the United States for, a person to satisfy the debt the person owes the Government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, 40 C.F.R. Part 13, Subparts C and H; and
- d) suspend or revoke Respondent's licenses or other privileges, or suspend or disqualify Respondent from doing business with the EPA or engaging in programs the EPA sponsors or funds, 40 C.F.R. § 13.17.

21. Supplemental Environmental Project.

- a) Respondent shall undertake and complete the following Emergency Planning and Preparedness project within 45 days of the effective date of this CAFO. Respondent shall expend no less than **SEVENTY SIX THOUSAND THIRTEEN DOLLARS (\$76,013)** for the purchase of the following for the Tusculum Volunteer Fire Department:

<u>Quantity</u>	<u>Description</u>
8	Globe G-XCEL Coat
8	Globe G-XCEL Pant
8	Globe MES Structural Boot
8	PAC-II Style Hood

8	ALPHA X Hybrid Structural Glove
4	Heartstart Onsite Defibrillator with Slim Carrying Case
2	TFT UE-095-NF 95 GPM Inline Edictor, 1.5"
10	Fireade 2000 Class A Wet Agent Class B Foam 5 Gallon Pail
1	K-Tool Complete Unit
2	Shutoff 1.5NHx1.5NH with 15/16 Discharge
2	Elkhart Brass Chief Hand Held Nozzle
2	TFT Blitzfire XXX53-HE High Elevation Oscillating Monitor Package
1	Turbo Draft TD-500 5" Turbodraft 2.5" Swivel Inlet, 5" Storz Outlet
4	Stihl MS271 Chainsaw 18" Bar
1	Stihl TS500 14" Cutoff Saw
6	Motorola Minitor VI Pagers
15	Motorola 1000 VHF Model 1.5 Portable Radio, P25 Conventional Software Package, Infrastructure Programming, Microphone, Charger
3	Tait TP81/93/94 Charger Multi Li-Ion Wall Kit
2	Sterling SuperStatic2 Rope
60	7mm Accessory Cord
200	1 Inch Tubular Rescue Webbing
4	PMI Lightweight Rappel Gloves
1	Rock Exotica Omni Block Rotating Swivel Pulley
1	Rescue Source Q Eight
20	Omega Pacific Locking 'D'
4	Stearns 1426 SAR Search and Rescue Type III PFD
4	Stearns General Purpose Type III PFD
4	NRS 75' Water Rescue Throw Bag
4	McNett Saturna Water Rescue Knife
4	Fox 40 Whistle
1	Junkin Plastic Splint Stretcher
3	Hydrant Gate Valve
2	Variable Speed Electric Tempest
3	Wrench Adapter Storz 5.0X4.5(F) RGD T
6	Wrench Spannerx Set of 4 Storz
3	Custom Harrington 2-way Ball Valve
6	Ball Valve Adapter 2.5(F)X1.5(M) RL
1	Water Thief 2.5NHFX(2)1.5NHMX(1)2.5NHM
1	NorthStar Portable 5500
1	Northern Industrial Welders Medium-Duty Cutting and Welding Outfit with Toolbox
4	Prime Wire & Cable Contractor Tough Outdoor Extension Cord
1	Oxygen Cylinder #1 (20CF)
1	Oxygen Gas #1 (20CF)
1	Acetylene Cylinder #1 MC
1	Acetylene Gas #1 MC (10CF)
1	NorthStar Gas Cold Water Pressure Washer

- b) Respondent agrees that in the event that Respondent's actual purchase of equipment deviates from the equipment specified above, Respondent shall provide information to EPA explaining the reason(s) for any such deviation. So long as the amount that Respondent spends equals or exceeds \$76,013, and the explanation for the deviation is acceptable to the EPA, this provision shall be deemed to be satisfied. This Consent Agreement and Final Order shall not be construed to constitute the EPA endorsement of the equipment or technology to be purchased by Respondent in connection with the SEP undertaken pursuant to this Agreement.
- c) Respondent certifies the truth and accuracy of each of the following:
- (1) That all cost information provided to the EPA in connection with the EPA's approval of the SEP is complete and accurate and that Respondent in good faith estimates that the cost to implement the SEP is \$76,013;
 - (2) That, as of the effective date of this CAFO, Respondent is not required to perform or develop the SEP by any federal, state or local law, regulation, permit, order or agreement and is not required to perform or develop the SEP by agreement, grant or as injunctive relief awarded in any other action in any forum;
 - (3) That the SEP is not a project the Respondent was planning or intending to construct, perform or implement other than in settlement of the claim resolved in this CAFO;
 - (4) That Respondent has not received and will not receive credit for the SEP in any other enforcement action of any kind;
 - (5) That Respondent will not receive reimbursement for any portion of the SEP from another person or entity;
 - (6) That for federal income tax purposes, Respondent agrees it will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEP;
 - (7) That Respondent is not a party to any open federal financial assistance transaction that is funding or could fund the same activity as the SEP; and
 - (8) That Respondent has inquired of the Tusculum Volunteer Fire Department whether it is a party to an open federal financial assistance transaction that is funding or could fund the same activity as the SEP and has been informed by the Tusculum Volunteer Fire Department that it is not a party to such a transaction.
- d) Respondent agrees that in order to receive credit for the SEP, it must fully and timely complete the SEP project in accordance with Paragraph 21(a). If Respondent does not

fully and timely complete the SEP, it shall be required to pay stipulated penalties pursuant to Paragraph 21(h).

- e) Respondent agrees that the EPA may inspect the facility at any time in order to confirm that the SEP is being undertaken in conformity with the representations made herein.
- f) Respondent shall submit to the EPA a SEP Completion Report, no later than sixty (60) calendar days after the effective date of this CAFO. The Report shall be sent to the Chemical Management and Emergency Planning Section, to the attention of Deanne Grant at the address provided above. The Report shall include the following:
 - (1) an affidavit from an authorized company official, attesting that the SEP has been completed or explaining in detail any failure to complete it; and
 - (2) copies of appropriate documentation, including invoice and receipts, showing a total expenditure of no less than \$76,013, was spent on the Emergency Planning and Preparedness SEP described in Paragraph 21(a).

Upon request, Respondent shall send the EPA any additional documentation requested by EPA.

- g) In making any reference to the SEP, any public statement, oral or written, Respondent 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 112(r)(7) of the Clean Air Act (CAA).”
- h) Respondent shall pay to the United States a stipulated penalty of the difference between \$76,013 and the actual SEP expenditure if Respondent fails to timely and fully complete the activities described in Paragraph 21(a), including failure to spend the minimum amount of **SEVENTY SIX THOUSAND THIRTEEN DOLLARS (\$76,013)**.
- i) For purposes of Paragraph 21(h), whether Respondent has fully and timely completed the SEP shall be in the sole discretion of the EPA.
- j) Respondent shall pay to the United States a stipulated penalty of \$100 for each calendar day that the report is late if Respondent fails to timely submit a SEP Completion Report as required by this CAFO.

22. By signing this Agreement, Respondent acknowledges that this Agreement and Order will be available to the public and agrees that this Agreement does not contain any confidential business information or personally identifiable information.

23. By signing this Agreement, the undersigned representative of Complainant and the undersigned representative of Respondent each certify that he or she is fully authorized to execute and enter into terms and conditions of this Agreement and has the legal capacity to bind

the party he or she represents to this Agreement.

24. By signing this Agreement, both parties agree that each party's obligations under this Consent Agreement and attached Final Order constitute sufficient consideration for the other party's obligations.

25. By signing this Agreement, Respondent certifies that the information it has supplied concerning this matter was at the time of submission true, accurate, and complete for each such submission, response, and statement. Respondent acknowledges that there are significant penalties for submitting false or misleading information, including the possibility of fines and imprisonment for knowing submission of such information, under 18 U.S.C. § 1001.

26. Except as qualified by Paragraph 20, each party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding.

G. EFFECT OF CONSENT AGREEMENT AND ATTCHED FINAL ORDER

27. In accordance with 40 C.F.R. § 22.18(c), completion of the terms of this Consent Agreement and Final Order resolves only Respondent's liability for federal civil penalties for the violations and facts specifically alleged above.

28. Penalties paid pursuant to this Agreement shall not be deductible for purposes of federal taxes.

29. This Agreement constitutes the entire agreement and understanding of the parties and supersedes any prior agreements or understandings, whether written or oral, among the parties with respect to the subject matter hereof.

30. The terms, conditions, and compliance requirements of this Agreement may not be modified or amended except upon written agreement of both parties, and approval of the Regional Judicial Officer.

31. Any violation of this Order may result in a civil judicial action for an injunction or civil penalties as provided in Section 113(b)(2) of the Act, 42 U.S.C. § 7413(b)(2), and pursuant to 40 CFR Part 19, as well as criminal sanctions as provided in Section 113(c) of the Act, 42 U.S.C. § 7413(c). The EPA may use any information submitted under this Order in an administrative, civil judicial, or criminal action.

32. Nothing in this Agreement shall relieve Respondent of the duty to comply with all applicable provisions of the Act and other federal, state, or local laws or statutes, nor shall it restrict the EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit.

33. Nothing herein shall be construed to limit the power of the EPA to undertake any action against Respondent or any person in response to conditions that may present an imminent and

substantial endangerment to the public health, welfare, or the environment.

34. The EPA reserves the right to revoke this Agreement and settlement penalty if and to the extent that the EPA finds, after signing this Agreement, that any information provided by Respondent was materially false or inaccurate at the time such information was provided to the EPA, and the EPA reserves the right to assess and collect any and all civil penalties for any violation described herein. The EPA shall give Respondent notice of its intent to revoke, which shall not be effective until received by Respondent in writing.

The Remainder of this Page Intentionally Left Blank

H. EFFECTIVE DATE

35. Respondent and Complainant agree to issuance of the attached Final Order. Upon filing, the EPA will transmit a copy of the filed Consent Agreement to the Respondent. This Consent Agreement and attached Final Order shall become effective after execution of the Final Order by the Regional Judicial Officer, on the date of filing with the Regional Hearing Clerk. The foregoing Consent Agreement in the Matter of Jarden Zinc Products, LLC, Docket No. CAA-04-2017-8000(b), is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:

Jarden Zinc Products, LLC

By: 

Date: 2/22/17

Name: T.J. WENNOGLE (Typed or Printed)

Title: PRESIDENT (Typed or Printed)

FOR COMPLAINANT:

U.S. Environmental Protection Agency

By: 

Date: 3/17/2017

Beverly H. Banister

Director

Air, Pesticides and Toxics Management Division

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4
BEFORE THE ADMINISTRATOR**

IN THE MATTER OF:)
)
Jarden Zinc Products, LLC)
)
Respondent.)
_____)

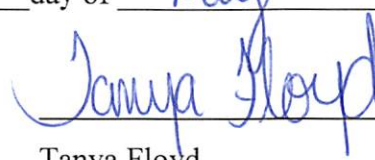
Docket No.
CAA-04-2017-8000(b)

FINAL ORDER

Pursuant to 40 C.F.R. § 22.18(b) of the EPA's Consolidated Rules of Practice and section 113(d) of the Clean Air Act, 42 U.S.C. § 7413(d), the attached Consent Agreement resolving this matter is incorporated by reference into this Final Order and is hereby ratified.

The Respondent is ORDERED to comply with all terms of the Consent Agreement, effective immediately.

SO ORDERED this 3rd day of May, 2017.



Tanya Floyd
Regional Judicial Officer

CERTIFICATE OF SERVICE

I hereby certify that I have this day served a true and correct copy of the foregoing Consent Agreement and Final Order, in the matter of Jarden Zinc Products, LLC, CAA-04-2017-8000(b), on the parties listed below in the manner indicated:

Robert W. Bookman
U. S. EPA, Region 4
Air, Pesticides and Toxics
Management Division
61 Forsyth Street, S.W.
Atlanta, Georgia 30303

(Via EPA's internal mail)

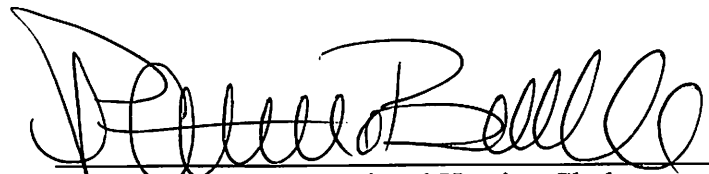
Ellen Rouch
U. S. EPA, Region 4
Office of Regional Counsel
61 Forsyth Street, S.W.
Atlanta, Georgia 30303

(Via EPA's internal mail)

Jeffrey Winters
Jarden Zinc Products, LLC
2500 Old Stage Road
Greeneville, Tennessee 37744

(Via Certified Mail -
Return Receipt Requested)

Date: 5-4-17



Patricia A. Bullock, Regional Hearing Clerk
United States Environmental
Protection Agency, Region 4
Atlanta Federal Center
61 Forsyth Street, S.W.
Atlanta, GA 30303
(404) 562-9511