

**UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY**

**BEFORE THE ADMINISTRATOR**

**IN THE MATTER OF:** )  
 )  
**LAMINATED PRODUCTS, INC.** ) **DOCKET NO. CAA-5-2001-03**  
 )  
**RESPONDENT.** )

**CONSENT AGREEMENT AND FINAL ORDER**

**CONSENT AGREEMENT**

Complainant, the Director, Air and Radiation Division, Region 5, United States Environmental Protection Agency, ("U.S. EPA"), having filed the Complaint for this civil administrative action against Laminated Products, Inc., ("Respondent"); and

Complainant and Respondent having agreed that the resolution of this action is in the public interest and that the entry of this Consent Agreement and Final Order ("CAFO") without further litigation is the most appropriate means of resolving this action;

NOW, THEREFORE, based upon the pleadings, before the taking of any testimony, without the adjudication of any issue of fact or law, and upon the consent and agreement of the Parties, it is hereby Ordered as follows:

**I. PRELIMINARY STATEMENT**

1. On March 8, 2001, Complainant initiated this action for the assessment of a civil penalty pursuant to section 113(d) of the Clean Air Act, 42 U.S.C. § 7413(d), ("CAA" or the "Act"), and sections 22.1(a)(2) and 22.13 of the Consolidated Rules of Practice Governing the

Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits, 40 C.F.R. §§ 22.1(a)(6) and 22.13.

2. The Complaint alleged, among other things, that Respondent failed to comply with recordkeeping and work practices in violation of the regulations at 40 C.F.R. Part 63 and the Act.

3. On or about April 16, 2001, Respondent filed its Answer to the Complaint which admitted or denied the specific factual allegations of the Complaint and requested a hearing pursuant to section 113(d)(2)(A) of the Act, 42 U.S.C. § 7413(d)(2)(A).

4. Respondent admits the jurisdictional allegations of the Complaint.

5. Respondent waives its right to an administrative hearing or appeal or judicial hearing or appeal on any issue of fact or law set forth in the Complaint.

6. This CAFO shall apply to and be binding upon Respondent, its officers, directors, servants, employees, agents, successors and assigns, including, but not limited to, subsequent purchasers.

## II. TERMS AND CONDITIONS

7. Respondent consents to the issuance of this CAFO and the payment of a civil penalty to resolve this action without resort to further litigation or hearing.

8. Complainant has determined that an appropriate civil penalty to resolve this action is \$9,625.00 pursuant to section 113(e) of the Act, 42 U.S.C. § 7413(e).

9. Within thirty (30) days of the effective date of this CAFO, Respondent shall submit a cashier's or certified check, payable to the order of the "Treasurer, United States of America," in the amount of \$9,625.00 to:

Region 5  
U.S. Environmental Protection Agency  
P.O. Box 70753  
Chicago, IL 60673

Respondent shall provide a copy of the check to:

Regional Hearing Clerk  
Planning and Management Division (R-19J)  
Region 5  
U.S. Environmental Protection Agency  
77 West Jackson Boulevard  
Chicago, IL 60604-3590;

Jeffery M. Trevino  
Office of Regional Counsel (C-14J)  
Region 5  
U.S. Environmental Protection Agency  
77 West Jackson Boulevard  
Chicago, IL 60604-3590

and

Farro Assadi  
Enforcement Officer  
Michigan and Wisconsin Air Enforcement & Compliance Assurance Section  
Air Enforcement Branch (AE 17-J)  
Air and Radiation Division  
Region 5  
U.S. Environmental Protection Agency  
77 West Jackson Boulevard  
Chicago, IL 60604-3590.

10. The civil penalty specified in paragraph nine (9) above is a civil penalty assessed by U.S. EPA against Respondent, to be paid by Respondent, and is not deductible for purposes of federal taxes.

11. Respondent agrees to complete a Supplemental Environmental Project by October 1, 2002. Respondent agrees to expend at least \$298,607.00, to convert the Spray Adhesive

Application Process of its Postforming Production Line to a Roller Adhesive Application

Process, to replace its use of Permigrip Adhesive with a water-based adhesive, to decrease its VOC emissions by 17.5 tons per year . Specifically:

- a. Respondent agrees to expend, by April 1, 2002, at least \$298,607.00 on capital expenditures for two (2) 775 68" Glue Spreaders, one (1) RL-750 Rotary Laminator, one (1) Creative Automation Conveyor, and one (1) Midwest Postformer, to convert the Spray Adhesive Application Process of its Postforming Production Line to a Roller Adhesive Application Process.
- b. Respondent agrees to notify Complainant by October 1, 2002, that it has begun full and successful operation of its SEP.
- c. Respondent agrees to submit to Complainant by April 1, 2004, an SEP Final Report, including but not limited to, a detailed description of the capital costs of equipment, operations and maintenance costs, labor and professional expenses, and an evaluation of the effectiveness of the SEP based upon its quarterly and annual VOC emission records. An employee or officer of authority with Respondent must sign the report, attesting to a thorough review of the information contained in the report and acknowledging the existence of civil and criminal liability for submission of false or misleading information to an instrument of the United States government. If Respondent fails to submit its SEP Final Report by April 1, 2004, it agrees to pay a stipulated penalty of \$100.00 per day the final report is late.

- d. If Respondent's October 1, 2002, - October 1, 2003, VOC emissions are not at least 17.5 tons less than its October 1, 2001, - October 1, 2002, VOC emissions, it shall pay stipulated penalties according to the following schedule:
- i. Except as provided in paragraph ii below, if the SEP is not completed satisfactorily, Respondent shall pay a stipulated penalty of \$28,875.00;
  - ii. If the SEP is not completed satisfactorily, but Respondent a) made a good faith and timely effort to complete the SEP; and b) certifies with supporting documentation, that it expended at least \$268,756.30 (90% of \$298,607.00), it shall pay no stipulated penalty;
  - iii. If the SEP is satisfactorily completed, but Respondent expended less than \$268,756.30 (90% of \$298,607.00), it shall pay a stipulated penalty of \$2,887.50 (10% of \$28,875.00 (the dollar amount the proposed civil penalty was reduced for the SEP));
  - iv. If the SEP is satisfactorily completed, and Respondent expended at least \$268,756.30 (90% of \$298,607.00), it shall pay no stipulated penalty.
  - v. Respondent's total liability for stipulated penalties shall never exceed \$28,875.00 (the dollar amount the proposed civil penalty was reduced for the SEP));
  - vi. Respondent shall submit any payment of stipulated penalties with its SEP Final Report due to U.S. EPA under subparagraph c above.
- e. Respondent certifies its SEP is not required under any federal, state or local law.

f. Respondent agrees that until it submits its SEP Final Report and pays all stipulated penalties for which it is liable, in any public description of its SEP, it must include the following disclaimer or its substantial equivalent: “Laminated Products Inc., has undertaken its SEP under an agreement with the U.S. Environmental Protection Agency in resolution of an enforcement action filed against us for violating the Clean Air Act.”

12. Complainant is entitled to assess interest and penalties on debts owed to the United States and a charge to cover the cost of processing and handling a delinquent claim pursuant to 31 U.S.C. § 3717. Therefore, interest will begin to accrue on a civil or stipulated penalty if it is not paid by the last date required. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 4 C.F.R. § 102.13(c). A charge will be assessed to cover the costs of debt collection, including processing and handling costs. In addition, a non-payment penalty charge of six (6) percent per year compounded annually will be assessed on any portion of the debt which remains delinquent more than ninety (90) days after payment is due. Any such non-payment penalty charge on the debt will accrue from the date the penalty payment becomes due and is not paid. 4 C.F.R. §§ 102.13(d) and (e).

13. This CAFO shall not relieve Respondent of their obligation to comply with all applicable provisions of federal, state, county, and municipal statute, law, regulation, or ordinances, nor shall it be construed by Complainant or Respondent to be a ruling on, or determination of, any issue related to any federal, state, or local permit.

14. This CAFO constitutes a settlement by Complainant of the alleged facts, violations, and legal claims, for the proposed civil penalties sought pursuant to section 113(d) of

the Act, 42 U.S.C. § 7413(d). Nothing in this CAFO is intended to or shall be construed to operate in any way to resolve any criminal liability of the Respondent. Compliance with this CAFO shall not be a defense to any actions subsequently commenced pursuant to federal laws and regulations administered by Complainant, and it is the responsibility of Respondent to comply with such laws and regulations.

15. Each party shall bear its own costs and attorneys fees in connection with the action resolved by this CAFO.

16. Each undersigned representative of the parties to this CAFO certifies that he or she is fully authorized by the party represented to enter into the terms and conditions of this CAFO and to execute and legally bind that party to it.

17. This CAFO constitutes the entire agreement between the parties.

18. This CAFO constitutes a Final Order pursuant to section 113(d)(5) of the Clean Air Act, 42 U.S.C. § 7413(d)(5).

19. The effective date of this CAFO shall be the day it is filed with the Regional Hearing Clerk.

20. This CAFO shall terminate when Respondents have satisfied all of the terms and conditions of this CAFO.

**In The Matter of : Laminated Products, Inc.  
Docket No. CAA-5-2001-03.  
Consent Agreement and Final Order.**

LAMINATED PRODUCTS, INC  
KENOSHA, WISCONSIN

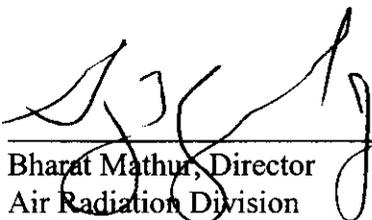


Robert Block, President

11-08-01

Date

REGION 5  
U.S. ENVIRONMENTAL PROTECTION AGENCY  
COMPLAINANT



ALTING

Bharat Mathur, Director  
Air Radiation Division

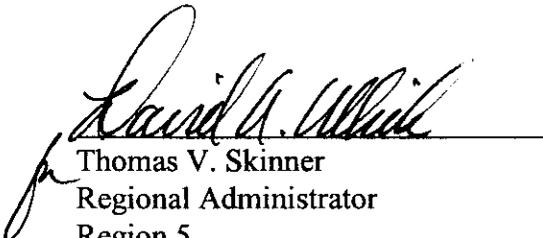
11/19/01

Date

**In The Matter of : Laminated Products, Inc.  
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**FINAL ORDER**

The foregoing Consent Agreement is hereby approved and incorporated by reference into this Final Order. The Respondent is hereby ordered to comply with all of the terms and conditions of the Consent Agreement upon the filing of this Consent Agreement and Final Order with the Regional Hearing Clerk.

  
\_\_\_\_\_  
Thomas V. Skinner  
Regional Administrator  
Region 5  
U.S. Environmental Protection  
Agency  
77 West Jackson Boulevard  
Chicago, Illinois 60604-3590

  
\_\_\_\_\_  
Date

CERTIFICATE OF SERVICE

I, Shanee Rucker, certify that I hand delivered the original of the Consent Agreement and Final Order, docket number CAA-5-2001-03 to the Regional Hearing Clerk, Region 5, United States Environmental Protection Agency, and that I mailed correct copies by first-class, postage prepaid, certified mail, return receipt requested, to:

Robert Block, President  
Laminated Products, Inc.  
5718 - 52nd Street  
Kenosha, Wisconsin 53144

and to:

William S. Roush, Attorney  
Davis & Kuelthau, S.C.  
111 E. Kilbourn Suite 1400  
Milwaukee, Wisconsin 53202-6613

by placing them in the custody of the United States Postal Service addressed as follows:

on the 19<sup>th</sup> day of November, 2001.

Shanee Rucker

Shanee Rucker  
AECAS (MI/WI)

CERTIFIED MAIL RECEIPT NUMBER: 7099 3400 0000 9586 1982