COMMONWEALTH of VIRGINIA

DEPARTMENT OF ENVIRONMENTAL QUALITY

VALLEY REGIONAL OFFICE

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L. Preston Bryant, Jr.
Secretary of Natural Resources

David K. Paylor
Director

Amy Thatcher Owens
Regional Director

STATE AIR POLLUTION CONTROL BOARD ENFORCEMENT ACTION

ORDER BY CONSENT
ISSUED TO

American Safety Razor Company
Registration #: 80189

SECTION A: Purpose

This is a Consent Order issued under the authority of Va. Code §§ 10.1-1187, -1184, -1307(D), -1309, and -1316(C), between the State Air Pollution Control Board and American Safety Razor Company, for the purpose of resolving certain alleged violations of environmental law and regulations.

SECTION B: Definitions

Unless the context clearly indicates otherwise, the following words and terms have the meaning assigned to them below:

1. "Va. Code" means the Code of Virginia (1950), as amended.

2. "Board" means the State Air Pollution Control Board, a permanent citizens' board of the Commonwealth of Virginia as described in Code §§ 10.1-1301 and 10.1-1184.

3. "Department" or "DEQ" means the Department of Environmental Quality, an agency of the Commonwealth of Virginia as described in Va. Code § 10.1-1183.

4. "Director" means the Director of the Department of Environmental Quality.

5. "Order" means this document, also known as a Consent Order.

6. "American Safety Razor" or "ASR" means American Safety Razor Company, a Virginia Company which owns and operates a razor blade product manufacturing facility.

7. "Facility" means American Safety Razor Company's razor blade product manufacturing facility located at One Razor Blade Lane, Verona, VA.

8. "VRO" means the Valley Regional Office of DEQ, located at 4411 Early Road, P.O. Box 3000, Harrisonburg, Virginia 22801.

9. "CFR" means Code of Federal Regulations.

10. "The Regulation" means the Virginia Regulations for the Control and Abatement of Air Pollution, 9 VAC 5-10-10 et seq.

11. "Stationary source" means any building, structure, facility or installation which emits or may emit any regulated air pollutant. A stationary source shall include all of the pollutant-emitting activities which belong to the same industrial grouping, are located on one or more contiguous properties, and are under the control of the same persons (or persons under common control) except the activities of any watercraft or nonroad engine. Pollutant-emitting activities shall be considered as part of the same industrial grouping if they belong to the same "major group" (i.e. which have the same two-digit code) as described in the "Standard Industrial Classification Manual," as amended by the supplement (see 9 VAC 5-20-21).

SECTION C: Findings of Facts and Conclusions of Law

1. American Safety Razor is the owner and operator of the Facility, which is the subject of a Notice of Violation issued on May 31, 2007. Based on a permit application received on March 7, 2007, a site inspection conducted on March 29, 2007, and information supplemental to the permit application received on April 10, 2007, it appears that ASR commenced installation of a Cleaver Brooks CB-600-250 boiler without first obtaining a permit. The Facility reports that the boiler arrived on site on February 15, 2007.

2. The boiler is a dual-fired (gas and oil) unit with a maximum pressure rating of 150 Psi and a heat input rating of 10.461 MMBtu/hr. The unit was manufactured on May 15, 1989, with serial number L-85521.

3. Pursuant to 9 VAC 5-80-1120. A. of the Regulation: "No owner or other person shall begin actual construction, reconstruction or modification of any stationary source without first obtaining from the board a permit to construct and operate or to modify and operate the source."

4. On July 2, 2007, American Safety Razor was issued a minor New Source Review permit to construct and operate the boiler.

SECTION D: Agreement and Order

By virtue of the authority granted it in Va. Code §§10.1-1309 and 10.1-1316, the Board orders American Safety Razor, and American Safety Razor agrees, to pay a civil charge of **$7,800.00** within 30 days of the effective date of the Order in settlement of the violations cited in this Order. Payment shall be made by check, certified check, money order or cashier's check payable to the "Treasurer of Virginia", delivered to:

Receipts Control
Department of Environmental Quality
Post Office Box 1104
Richmond, Virginia 23218

The payment shall include American Safety Razor's Federal ID number and shall state that it is being tendered in payment of the civil charge assessed under this Order.

SECTION E: Administrative Provisions

1. The Board may modify, rewrite, or amend the Order with the consent of American Safety Razor, for good cause shown by American Safety Razor, or on its own motion after notice to American Safety Razor and its opportunity to be heard.

2. This Order addresses and resolves only those violations specifically identified herein. This Order shall not preclude the Board or the Director from taking any action authorized by law, including but not limited to: (1) taking any action authorized by law regarding any additional, subsequent, or subsequently discovered violations; (2) seeking subsequent remediation of the Facility as may be authorized by law; or (3) taking subsequent action to enforce this Order. This Order shall not preclude appropriate enforcement actions by other federal, state, or local regulatory authorities for matters not addressed herein.

3. For purposes of this Order and subsequent actions with respect to this Order, American Safety Razor admits the jurisdictional allegations in this Order, but does not admit the factual allegations or legal conclusions contained herein.

4. American Safety Razor consents to venue in the Circuit Court of the City of Richmond for any civil action taken to enforce the terms of this Order.

5. American Safety Razor declares it has received fair and due process under the Administrative Process Act, Va. Code §§ 2.2-4000 *et seq.*, and the Air Pollution Control Law and it waives the right to any hearing or other administrative proceeding authorized or required by law or regulation, and to any judicial review of any issue of fact or law contained herein. Nothing herein shall be construed as a waiver of the right of American Safety Razor to any administrative proceeding for, or to judicial review of, any action taken by the Board to enforce this Order.

6. Failure by American Safety Razor to comply with any of the terms of this Order shall constitute a violation of an order of the Board. Nothing herein shall waive the initiation of appropriate enforcement actions or the issuance of additional orders as appropriate by the Board or the Director as a result of such violations. Nothing herein shall affect appropriate enforcement actions by any other federal, state, or local regulatory authority.

7. If any provision of this Order is found to be unenforceable for any reason, the remainder of the Order shall remain in full force and effect.

8. American Safety Razor shall be responsible for failure to comply with any of the terms and conditions of this Order unless compliance is made impossible by earthquake, flood, other acts of God, war, strike, or such other occurrence. American Safety Razor shall show that such circumstances were beyond its control and not due to a lack of good faith or diligence on its part. American Safety Razor shall notify the DEQ Regional Director in writing when circumstances are anticipated to occur, are occurring, or have occurred that may delay compliance or cause noncompliance with any requirement of the Order. Such notice shall set forth:

   a. the reasons for the delay or noncompliance;

   b. the projected duration of any such delay or noncompliance;

   c. the measures taken and to be taken to prevent or minimize such delay or noncompliance; and

   d. the timetable by which such measures will be implemented and the date full compliance will be achieved.

   Failure to so notify the Regional Director within 24 hours of learning of any condition above, which American Safety Razor intends to assert will result in the impossibility of compliance, shall constitute a waiver of any claim to inability to comply with a requirement of this Order.

9. This Order is binding on the parties hereto, their successors in interest, designees and assigns, jointly and severally.

10. This Order shall become effective upon execution by both the Director or his designee and American Safety Razor. Notwithstanding the foregoing, American Safety Razor agrees to be bound by any compliance date which precedes the effective date of this Order.

11. This Order shall continue in effect until the earlier of the following two dates:
    a. Thirty (30) days following American Safety Razor's payment of the civil charge as required under Section D of the Order; or,
    b. Thirty (30) days following written notice to American Safety Razor that the Director or the Board has terminated the Order in his or its whole discretion.

Termination of this Order, or of any obligation imposed in this Order, shall not operate to relieve American Safety Razor from his obligation to comply with any statute, regulation, permit condition, other order, certificate, certification, standard, or requirement otherwise applicable.

12. By appropriate signature below, American Safety Razor voluntarily agrees to the issuance of this Order.

And it is so ORDERED this day of September 26, 2007.

Amy Thatcher Owens, Regional Director
Valley Regional Office
Department of Environmental Quality

American Safety Razor voluntarily agrees to the issuance of this Order.

By: _____

Date: SEPTEMBER 13, 2007

Commonwealth of Virginia
City/County of Augusta

The foregoing document was signed and acknowledged before me this 13th day of September, 2007, by Richard J. Gagliano (name), who is EVP Global Operations (title) of American Safety Razor, on behalf of American Safety Razor.

Notary Public

My commission expires: 12/31/2009.