

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 2

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**In the Matter of** :
  
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: **CONSENT AGREEMENT**
  
: **AND**
  
: **FINAL ORDER**
  
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**Respondent.** : **DOCKET NUMBER**
  
: **EPCRA-02-2024-4105**
  
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Proceeding under Section 325(c) of Title III :
  
of the Superfund Amendments and Reauthorization Act :
  
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**PRELIMINARY STATEMENT**

This administrative proceeding for the assessment of a civil penalty was 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")].

Pursuant to 40 C.F.R. § 22.13(b) 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. Part 22 (hereinafter, "Consolidated Rules") where the parties agree to settlement of one or more causes of action before the filing of an Administrative Complaint, a proceeding may be simultaneously commenced and concluded by the issuance of a Consent Agreement and Final Order ("CAFO") pursuant to 40 C.F.R. §§ 22.18(b)(2) and (3).

The Director of the Enforcement and Compliance Assurance Division, United States Environmental Protection Agency, Region 2 (hereinafter "the EPA" or "Complainant") alleges that COIM USA, Inc. (hereinafter "Respondent" or "COIM USA") at 286 Mantua Grove Road, West Deptford, NJ 08066 (hereinafter, "Respondent's facility") violated the requirements of Section

313 of EPCRA, 42 U.S.C. § 11023, and the regulations promulgated pursuant to that section, codified at 40 C.F.R. Part 372.

The EPA and COIM USA agree that settling this matter by entering into this CAFO, pursuant to 40 C.F.R. § 22.13(b) and 40 C.F.R. § 22.18(b)(2) and (3), is an appropriate means of resolving this case without further litigation. This CAFO is being issued pursuant to said provisions of 40 C.F.R. Part 22. No formal or adjudicated findings of fact or conclusions of law have been made. The following constitutes Complainant's findings of fact and conclusions of law based upon information the EPA obtained as the result of the EPA's January 2023 Information Request Letter to the facility, and other communications with the facility.

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

1. Respondent is COIM USA, Inc. (TRI Facility ID: 08066CPLYRMANTU).
2. At all times relevant hereto, Respondent has maintained a facility located at 286 Mantua Grove Road, West Deptford, NJ 08066 which is the subject of this CAFO.
3. Under Section 313 of EPCRA and 40 C.F.R. § 372.22, owners or operators of a facility subject to the requirements of Section 313(b) are required to submit annually, no later than July 1 of each year, a complete and correct Toxic Chemical Release Inventory Reporting Form R report, EPA Form 9350-1 ("TRI Form R report"), for each toxic chemical listed under 40 C.F.R. 372.65 and/or 40 C.F.R. § 372.28 that was manufactured, processed, or otherwise used during the preceding calendar year in quantities exceeding the established toxic chemical thresholds. Each required TRI Form R report must be submitted to the Environmental Protection Agency and to the State or Territory in which the subject facility is located. As an alternative to the requirements set forth above, pursuant to Section 313(f)(2) of EPCRA, 42 U.S.C. § 11023(f)(2), and 40 C.F.R. § 372.27, owners or operators of a facility subject to the requirements of Section 313(b) with respect to the "manufacture, process or otherwise use" of a toxic chemical may apply an alternate threshold of one million (1,000,000) pounds per year to that chemical if the conditions set forth in 40 C.F.R. § 372.27(a) are met. If the aforementioned alternate threshold

for a specific toxic chemical is applicable, such owners or operators, in lieu of filing a TRI Form R report, may submit an “Alternate Threshold Certification Statement” (“TRI Form A report”) pursuant to 40 C.F.R. § 372.27(b). Pursuant to 40 C.F.R. 372.27(e), the EPA has excluded the Persistent Bioaccumulative Toxic Chemicals listed in 40 C.F.R. Section 372.28 from eligibility for the Alternate Thresholds described in 40 C.F.R. § 372.27(a). [59 Fed. Reg. 61502, Nov. 30, 1994, as amended at 64 Fed. Reg. 58750, Oct. 29, 1999; as amended at 71 Fed. Reg. 76944, Dec. 22, 2006; as amended at 74 Fed. Reg. 19005, Apr. 27, 2009].

4. Respondent is a “person” within the meaning of Section 329(7) of EPCRA, 42 U.S.C. § 11049(7).

5. Respondent is an owner of a “facility” as that term is defined by Section 329(4) of EPCRA, 42 U.S.C. § 11049(4), and by 40 C.F.R. § 372.3.

6. Respondent is an operator of a “facility” as that term is defined by Section 329(4) of EPCRA, 42 U.S.C. § 11049(4), and by 40 C.F.R. § 372.3.

7. Respondent’s facility has ten (10) or more “full time employees” as that term is defined by 40 C.F.R. § 372.3.

8. Respondent’s facility is in North American Industry Classification System code 325199 – All Other Basic Organic Chemical Manufacturing.

9. Respondent is subject to the requirements of Section 313(b) of EPCRA, 42 U.S.C. § 11023(b), and 40 C.F.R. § 372.22.

10. 1,4-Dioxane (Chemical Abstracts Service number 123-91-1) is a listed chemical under 40 C.F.R. § 372.65.

11. Respondent’s facility manufactured, processed or otherwise used 1,4 Dioxane in amounts exceeding the reporting threshold in Calendar Years 2018, 2019, 2020, and 2021.

12. Respondent was required to submit a timely, complete, and correct TRI Form A or Form R report for 1,4-Dioxane for Calendar Year 2018 on or before July 1, 2019 to the Administrator of the EPA and to the State of New Jersey.

13. Respondent submitted a Form R report for 1,4-Dioxane for Calendar Year 2018

containing significant data quality errors.

14. Respondent's failure to submit a correct TRI Form A or Form R report for 1,4-Dioxane for Calendar Year 2018 to the EPA constitutes a failure to comply with Section 313 of EPCRA 42 U.S.C. § 11023, and with 40 C.F.R. Part 372, for which a penalty may be assessed.

15. Respondent was required to submit a timely, complete, and correct TRI Form A or Form R report for 1,4-Dioxane for Calendar Year 2019 on or before July 1, 2020 to the Administrator of the EPA and to the State of New Jersey.

16. Respondent submitted a Form R report for 1,4-Dioxane for Calendar Year 2019 containing significant data quality errors.

17. Respondent's failure to submit a correct TRI Form A or Form R report for 1,4-Dioxane for Calendar Year 2019 to the EPA constitutes a failure to comply with Section 313 of EPCRA, 42 U.S.C. § 11023, and with 40 C.F.R. Part 372, for which a penalty may be assessed.

18. Respondent was required to submit a timely, complete, and correct TRI Form A or Form R report for 1,4-Dioxane for Calendar Year 2020 on or before July 1, 2021 to the Administrator of the EPA and to the State of New Jersey.

19. Respondent submitted a Form R report for 1,4-Dioxane for Calendar Year 2020 containing significant data quality errors.

20. Respondent's failure to submit a correct TRI Form A or Form R report for 1,4-Dioxane for Calendar Year 2020 to the EPA constitutes a failure to comply with Section 313 of EPCRA 42 U.S.C. 11023, and with 40 C.F.R. Part 372, for which a penalty may be assessed.

21. Respondent was required to submit a timely, complete, and correct TRI Form A or Form R report for 1,4-Dioxane for Calendar Year 2021 on or before July 1, 2022 to the Administrator of the EPA and to the State of New Jersey.

22. Respondent submitted a Form R report for 1,4-Dioxane for Calendar Year 2021 containing significant data quality errors.

23. Respondent's failure to submit a correct TRI Form A or Form R report for 1,4-Dioxane for Calendar Year 2021 to the EPA constitutes a failure to comply with Section 313 of

EPCRA, 42 U.S.C. § 11023, and with 40 C.F.R. Part 372, for which a penalty may be assessed.

### **CONSENT AGREEMENT**

Based on the foregoing, and pursuant to Section 325(c) of EPCRA, and in accordance with the Consolidated Rules, it is hereby agreed by and between the parties hereto, and accepted by Respondent, that Respondent voluntarily and knowingly agrees to, and shall comply with, the following terms.

24. Respondent hereby certifies that, as of the date of its signature to this CAFO, to the best of its knowledge and belief, it is now in full compliance with the provisions and statutory requirements of Section 313 of EPCRA, 42 U.S.C. § 11023, and the regulations set forth at 40 C.F.R. Part 372.

25. For the purpose of this proceeding, Respondent knowingly and voluntarily: (a) admits that the EPA has jurisdiction under EPCRA to enforce the provisions of the Act and the regulations promulgated thereunder; (b) neither admits nor denies the specific factual allegations and assertions set forth in the “Findings of Fact and Conclusions of Law” section; (c) consents to the assessment of the civil penalty as set forth below; (d) consents to the issuance of the Final Order incorporating all provisions of this Consent Agreement; and (e) waives its right to contest or appeal that Final Order.

### **Penalty**

26. Respondent shall pay a civil penalty to the EPA in the total amount of **ONE HUNDRED ONE THOUSAND FOUR HUNDRED DOLLARS (\$101,400.00)**. Payment shall be due thirty (30) calendar days from the date on which the Regional Administrator signs the Final Order located at the end of this CAFO (the “due date”).

27. Payment shall be made by cashier’s check, certified check, electronically via Fedwire or on-line in accordance with the instructions set forth in this paragraph. If Respondent makes payment by cashier’s check or certified check, then each such check shall be *received* at

the below-listed address on or before the due date. If Respondent makes payment electronically, then each such Fedwire or online payment shall be *effected* on or before the date specified.

a. If Respondent chooses to make payment by cashier's check or by certified check, each such check shall be made payable to the "**Treasurer, United States of America**" and shall be identified with a notation thereon listing the following: ***In the Matter of COIM USA, Inc., EPCRA-02-2024-4105***. If payment is made by either form of check, such payment shall be mailed to the following address:

U.S. Environmental Protection Agency  
Fines and Penalties  
Cincinnati Finance Center  
PO Box 979078  
Saint Louis, Missouri 63197-9000

or, if using UPS or FedEx, sent to:

U.S. Environmental Protection Agency  
Government Lockbox 979078  
3180 Rider Trail S.  
Earth City, Missouri 63045.

b. If Respondent chooses to make payment by Fedwire, Respondent shall then provide the following information to its remitter bank when each such payment is made:

- i. Amount of Payment
- ii. SWIFT address: **FRNYUS33, 33 Liberty Street, New York, New York 10045**
- iii. Account Code for Federal Reserve Bank of New York receiving payment: **68010727**
- iv. Federal Reserve Bank of New York ABA routing number: **021030004**
- v. Field Tag 4200 of the Fedwire message should read: **D 68010727 Environmental Protection Agency**
- vi. Name of Respondent: **COIM USA, Inc.**
- vii. Docket Number: **EPCRA-02-2024-4105**.

c. If Respondent chooses to make on-line payment, Respondent shall go to [www.pay.gov](http://www.pay.gov) and enter "SFO 1.1" in the search field on the tool bar on the Home

Page; select “Continue” under “EPA Miscellaneous Payments – Cincinnati Finance Center;” and open the form and complete the required fields. Once payment has been effected, Respondent shall email proof of payment to [crossmon.james@epa.gov](mailto:crossmon.james@epa.gov) and [wise.milton@epa.gov](mailto:wise.milton@epa.gov) with ***In the Matter of COIM USA, Inc., EPCRA-02-2024-4105*** as the subject line.

d. Whether Respondent makes the payment by cashier’s check, certified check electronically via Fedwire or on-line, Respondent shall, promptly when payment has been made, furnish reasonable proof that the required payment has been made, and such proof shall be furnished to the EPA individuals identified in Paragraph 49 below.

28. 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 collection.

29. Further, pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, the EPA is entitled to assess interest, administrative costs and late payment penalties on outstanding debts owed to the United States, including the United States Environmental Protection Agency, and a charge to cover costs of processing and handling delinquent claims.

a. Interest: Any unpaid portion of a civil penalty must bear interest at the rate established by the Secretary of the Treasury pursuant to 31 U.S.C. § 3717(a)(1). Interest will therefore begin to accrue on any portion of the civil penalty not paid by the relevant due date(s) specified above. Forty C.F.R. § 13.11 (a)(1) provides for assessing the annual rate of interest that is equal to the rate of the current value of funds to the United States Treasury (i.e., the Treasury tax and loan account rate) on installment payments.

b. Handling Charges: Pursuant to 31 U.S.C. § 3717(e)(1), a monthly handling charge of fifteen dollars (\$15.00) shall be assessed for each thirty (30) day calendar 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. Late Penalty Charge: A late penalty charge of six percent (6%) per year will

be assessed monthly on any portion of the civil penalty that remains delinquent more than ninety (90) calendar days. 40 C.F.R. § 13.11(c). The late payment penalty on any portion of the civil penalty that remains delinquent more than ninety days shall accrue from the first day payment is delinquent. 31 C.F.R. § 901.9(d).

30. The civil penalty (including any payment of interest, late payment handling charge, or stipulated penalty that comes due) herein constitutes a “penalty” within the meaning of 26 U.S.C. § 162(f) and is not a deductible expenditure for purposes of federal or state law.

### **Supplemental Environmental Project**

31. Respondent further agrees to undertake a Supplemental Environmental Project ("SEP"), pursuant to the “Final EPA Supplemental Environmental Projects Policy Issued,” 63 Federal Register 86 (May 5, 1998), pp. 24796-24804, and the “2015 Update to the 1998 U.S. Environmental Protection Agency Supplemental Environmental Projects Policy” which the parties agree is intended to secure significant environmental or public health protection and improvements.

32. Project Summary – Emergency Planning and Preparedness SEP.

a. Respondent agrees to undertake an Emergency Planning and Preparedness SEP, which the parties agree is intended to improve the West Deptford Fire Department’s ability to respond to emergencies involving hazardous chemicals such as 1,4 Dioxane in West Deptford, New Jersey, and the surrounding communities. COIM USA will purchase and provide fire turnout gear (safety clothing) as detailed in Appendix 1: Fire equipment invoice, appended to this CAFO and incorporated herein, costing no less than \$25,000.

b. Respondent certifies that:

i. All cost information provided to the EPA in connection with 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 \$25,000.



ii. It is not required to perform or develop the SEP by any federal, state, or local law or regulation 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.

iii. 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 in this CAFO.

iv. It has not received and will not receive credit for the SEP in any other enforcement action.

v. It is not a party to any open federal financial assistance transaction that is funding or could fund the same activity as the SEP described in Paragraph 32(a).

vi. It has inquired of the SEP recipient, West Deptford Fire Department (West Deptford, New Jersey), whether it is a party to an open federal financial assistance transaction that is funding or could fund the same activity as the SEP described in Paragraph 32(a) and has been informed by the recipient, West Deptford Fire Department (West Deptford, New Jersey), that it is not a party to such a transaction.

vii. It will not receive reimbursement for any portion of the SEP from another person or entity.

c. For federal income tax purposes, Respondent agrees that it will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEP.

d. Respondent will complete the donation of the equipment described in Appendix 1 within six months of the date of signature of the Final Order at the end of this document. If additional time is needed, Respondent will contact the EPA (at [crossmon.james@epa.gov](mailto:crossmon.james@epa.gov)) to request approval of an extension to the deadline.

e. Whether Respondent has complied with the terms of this CAFO through implementation of the SEP project, as herein required, shall be the sole determination of the EPA.

f. Respondent shall submit a SEP Completion Report to the EPA no later than nine months from the date of signature of the Final Order at the end of this document. If additional time is needed, Respondent will contact the EPA (at [crossmon.james@epa.gov](mailto:crossmon.james@epa.gov)) to request approval of an extension to the deadline.

33. SEP Completion Report. The SEP Completion Report shall contain the following information:

a. A list of all items donated and documentation of their costs or values. Documentation may include, but is not limited to, photographs, vendor invoices or receipts.

b. A dated letter signed by an authorized official of the West Deptford Fire Department acknowledging receipt and acceptance of the specific equipment donated. Respondent shall maintain legible copies of documentation supporting the information contained in the SEP Completion report submitted to the EPA pursuant to this CAFO for three (3) years after Respondent has fully complied with this CA/FO, and Respondent shall provide such documentation to the EPA within seven days of a request for such information.

34. Respondent shall, by its officers, sign and certify under penalty of law that the information contained in the SEP Completion Report is true, accurate, and not misleading by signing the following statement:

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

35. Respondent agrees that failure to perform the SEP, failure to submit the SEP Completion Report, or submission of an untimely or unacceptable SEP Completion Report are each a violation of this CAFO, and subject to the stipulated penalties described in Paragraph 38 herein.

36. Following receipt of the SEP Completion Report, the EPA will do one of the following:

- a. accept the report;
- b. reject the report, notify Respondent in writing of deficiencies in the SEP report and grant Respondent an additional 30 days in which to correct any deficiencies, or
- c. reject the report and seek stipulated penalties in accordance with Paragraph 38 herein.

37. If the EPA elects to exercise option (b) or (c) above, the EPA shall permit Respondent the opportunity to object in writing to the notification of deficiency or disapproval given pursuant to this paragraph within ten days of receipt of such notification. The EPA and Respondent shall have an additional 30 days from the receipt by the EPA of the notification of objection to reach agreement. If agreement is not reached on any such issue within this 30-day period, the EPA shall provide a written statement of its decision to Respondent, which decision shall be final and binding upon Respondent. Respondent agrees to comply with any requirements imposed by the EPA as a result of any such deficiency or failure to comply with the terms of this CAFO.

38. Stipulated Penalties.

- a. In the event that Respondent fails to comply with any of the terms or provisions of this CAFO relating to the performance of the SEP described in Paragraph 32(a), above, and/or to the extent that the actual expenditures for the SEP do not equal or exceed the cost of the SEP as described in Paragraph 32(a), Respondent shall be liable for stipulated penalties according to the provisions set forth below.

i. Except as provided in subparagraph (ii) immediately below, for a SEP which has not been completed or documented satisfactorily pursuant to Paragraph 32(a), Respondent shall pay a stipulated penalty to the United States in the amount of \$30,000.

ii. If the SEP is not completed satisfactorily, but Respondent: a) made good faith and timely efforts to complete the project; and b) certifies, with supporting documentation, that at least 90% of the amount of money which was required to be spent was expended on the SEP, Respondent shall not pay any stipulated penalty.

iii. If the SEP is satisfactorily completed, but Respondent spent less than 90% of the amount of money required to be spent for the project (*i.e.* less than \$22,500), Respondent shall pay a stipulated penalty to the United States in the amount of the difference between the actual amount spent and \$25,000.

iv. If the SEP is satisfactorily completed, and Respondent spent at least 90% of the amount of money that was required to be expended on the SEP (*i.e.* at least \$22,500), Respondent shall not pay any stipulated penalty.

b. The determination of whether the SEP has been satisfactorily completed, whether Respondent has made a good faith timely effort to implement the SEP, whether specific expenditures that have been made are creditable toward the required SEP expenditures and/or whether the reason for submitting a late report is acceptable shall be at the sole discretion of the EPA.

c. A stipulated penalty under this paragraph shall begin to accrue on the day after the day that the SEP Completion Report is due.

d. Respondent shall pay any stipulated penalties within 15 days of receipt of a written demand by the EPA for such penalties. The method of payment shall be in accordance with the provisions of Paragraph 27, above. Interest and late charges may be assessed as stated in Paragraph 29. Failure to pay any stipulated penalties due and owing

may result in referral of this matter to the U.S. Department of Justice or the U.S. Department of the Treasury for collection.

39. Complainant, in her sole discretion, may reduce or waive any stipulated penalties due.

40. Any public statement, oral or written, in print, film, or other media, made by Respondent making reference to this SEP 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 against Respondent for violations of Section 313 of EPCRA, 42 U.S.C. § 11023, and the regulations promulgated thereunder and set forth at 40 C.F.R. Part 372."

41. Delay.

a. If any event occurs, which causes or may cause a delay in the completion of the SEP as required under this CAFO, Respondent shall notify the EPA in writing within ten (10) 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 the timetable by which those measures will be implemented. 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 incident involved and constitute a waiver of Respondent's right to request an extension of its obligation under this Agreement based on such incident.

b. If the parties agree that the delay, or anticipated delay, in compliance with this CAFO has been, or will be, caused by circumstances entirely beyond the control of Respondent, the time for performance of the SEP may be extended for a period no longer than the delay resulting from such circumstances. In such an event, the parties shall negotiate the extension of time.

c. In the event that the EPA does not agree that a delay in achieving

compliance with the requirements of this CAFO has been, or will be, caused by circumstances beyond the control of Respondent, the 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 actions called for by this CAFO shall not, in any event, be a basis for changes in this CAFO 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.

### **General Provisions**

42. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, EPA is required to send to the Internal Revenue Service (“IRS”) annually, a completed IRS Form 1098-F (“Fines, Penalties, and Other Amounts”) with respect to any court order or settlement agreement (including administrative settlements), that require a payor to pay an aggregate amount that EPA reasonably believes will be equal to, or in excess of, \$50,000 for the payor’s violation of any law or the investigation or inquiry into the payor’s potential violation of any law, including amounts paid for “restitution or remediation of property” or to come “into compliance with a law.” EPA is further required to furnish a written statement, which provides the same information provided to the IRS, to each payor (*i.e.* a copy of IRS Form 1098-F). Failure to comply with providing IRS Form W-9 or Tax Identification Number (“TIN”), as described below, may subject Respondent to a penalty, per 26 U.S.C. § 6723, 26 U.S.C. § 6724(d)(3), and 26 C.F.R. § 301.6723-1. In order to provide EPA with sufficient information to enable it to fulfill these obligations, EPA herein requires, and Respondent herein agrees, that:

- a. Respondent shall complete an IRS Form W-9 (“Request for Taxpayer Identification Number and Certification”), which is available at

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

b. Respondent shall therein certify that its completed IRS Form W-9 includes Respondent's correct TIN or that Respondent has applied and is waiting for issuance of a TIN;

c. Respondent shall email its completed Form W-9 to EPA's Cincinnati Finance Center at wise.milton@epa.gov, within 30 days after the Final Order ratifying this Agreement is filed, and EPA recommends encrypting IRS Form W-9 email correspondence; and

d. In the event that Respondent has certified in its completed IRS Form W-9 that it has applied for a TIN and that TIN has not been issued to Respondent within 30 days after the Effective Date, then Respondent, using the same email address identified in the preceding sub-paragraph, shall further:

i. notify EPA's Cincinnati Finance Center of this fact, via email, within 30 days from the date on which the Regional Administrator signs the Final Order located at the end of this CAFO; and

ii. provide EPA's Cincinnati Finance Center with Respondent's TIN, via email, within five (5) days of Respondent's issuance and receipt of the TIN.

43. Respondent explicitly and knowingly consents to the assessment of the civil penalty as set forth in this CAFO and agrees to pay the penalty in accordance with the terms of this CAFO.

44. Respondent's compliance with this Consent Agreement, including full payment of the penalty, shall only resolve Respondent's liability for federal civil penalties for the violations described in Paragraphs 12-23, above. Full payment of this penalty shall not in any case affect the right of the EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law of this Consent Agreement shall not in any case affect the right of the EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law.

45. Respondent hereby waives its right to seek or to obtain any hearing (pursuant to Subpart D of 40 C.F.R. Part 22) or other judicial proceeding on the assertions or allegations contained in the “Findings of Fact and Conclusions of Law” section, above.

46. Respondent agrees not to contest the validity or any term of this CAFO in any action brought: a) by the United States, including the EPA, to enforce this CAFO or b) to enforce a judgment relating to this CAFO. Any failure by Respondent to perform fully any requirement herein will be considered a violation of this CAFO and may subject Respondent to a civil judicial action by the United States to enforce the provisions of this CAFO. Respondent further waives any right it may have to appeal this CAFO.

47. This CAFO does not waive, extinguish, or otherwise affect Respondent’s obligation to comply with all applicable provisions of EPCRA and the regulations promulgated thereunder.

48. This CAFO does not waive, extinguish, or otherwise affect Respondent’s obligation to comply with all applicable federal, state, or local laws, rules, or regulations, nor shall it be construed to be a ruling on, or a determination of, any issue related to any federal, state, or local permit.

49. Except as the parties may otherwise in writing agree, all documentation and information required to be submitted to the EPA in accordance with the terms and conditions of this CAFO shall be sent by electronic mail (unless not technically feasible given document type or size, then in hard copy) to the following.

James Crossmon, TRI Coordinator  
U.S. Environmental Protection Agency, Region 2  
2890 Woodbridge Avenue, MS-225  
Edison, NJ 08837  
[crossmon.james@epa.gov](mailto:crossmon.james@epa.gov)

50. Unless the above-named EPA contact is later advised otherwise in writing, the EPA shall electronic mail any written communication related to this matter to Respondent at [michelangelo.cavallo@coimgroup.com](mailto:michelangelo.cavallo@coimgroup.com) and [dave.olsen@coimgroup.com](mailto:dave.olsen@coimgroup.com). However, in cases where electronic mail is not feasible given document type or size, such correspondence will be



mailed to the following addresses.

Michelangelo Cavallo  
President  
COIM USA, Inc.  
286 Mantua Grove Road  
West Deptford, NJ 08066

And

David Olsen  
EHS Manager  
COIM USA, Inc.  
286 Mantua Grove Road  
West Deptford, NJ 08066

51. Complainant shall provide to Respondent a copy of the fully executed CAFO. Respondent consents to service of this CAFO by electronic mail, to the addressees listed in the preceding paragraph, and consents to service upon it by an employee of the EPA other than the Regional Hearing Clerk.

52. Execution of this CAFO shall not in any case affect the right of the EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law. Respondent has read the CAFO, understands its terms, finds it to be reasonable, and consents to its issuance and its terms. Respondent consents to the issuance of the accompanying Final Order. Respondent agrees that all terms of settlement are set forth herein.

53. Each party shall bear its own costs and fees in this matter.


54. The provisions of this CAFO shall be binding upon Respondent, its officials, authorized representatives, and successors or assigns.

55. The signatory for the Respondent certifies that: (a) he or she is duly and fully authorized to enter into and ratify this CAFO and all the terms, provisions, and requirements set forth in this CAFO, 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 CAFO to comply with and abide by all the terms,

provisions, and requirements of this CAFO.

56. The EPA and Respondent agree that the parties may use electronic signatures for this matter.

**RESPONDENT:**           **COIM USA, Inc.**

BY:   
Michelangelo Cavallo (Dec 21, 2023 16:19 EST)

Authorizing Signature

NAME: Michelangelo Cavallo

(PLEASE PRINT)

TITLE: President

DATE: Dec 21, 2023

**COMPLAINANT:**

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**Kate Anderson, Acting Director**

Enforcement and Compliance Assurance Division

U.S. Environmental Protection Agency, Region 2

290 Broadway

New York, NY 10007

**FINAL ORDER**

The Regional Administrator of the United States Environmental Protection Agency, Region 2, concurs in the foregoing Consent Agreement in the case of *In the Matter of COIM USA, Inc.*, bearing Docket No. EPCRA-02-2024-4105. Said Consent Agreement, having been duly accepted and entered into by the parties, is hereby ratified, incorporated into and issued, as this Final Order, which shall become effective when filed with the Regional Hearing Clerk of the United States Environmental Protection Agency, Region 2. 40 C.F.R. § 22.31(b). This Final Order is being entered pursuant to the authority of 40 C.F.R. §§ 22.13(b) and 22.18(b)(3) and shall constitute an order issued under authority of Section 325(c) of EPCRA, 42 U.S.C. § 11045(c).

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**Lisa F. Garcia**

Regional Administrator

U.S. Environmental Protection Agency, Region 2

290 Broadway

New York, NY 10007