

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 6
DALLAS, TEXAS

FILED
2016 JUN 14 PM 2:55
REGIONAL HEARING CLERK
EPA REGION VI

In the Matter of:

Celanese Ltd.,

Respondent

Celanese Bay City Facility

CONSENT AGREEMENT AND FINAL ORDER

EPA Docket No. CAA 06-2016-3332

CONSENT AGREEMENT AND FINAL ORDER

The Director of the Compliance Assurance and Enforcement Division of the United States Environmental Protection Agency (“EPA”), Region 6 (“Complainant”) and Celanese Ltd. (“Respondent”) in the above-referenced proceeding, hereby agree to resolve this matter through the issuance of this Consent Agreement and Final Order (“CAFO”).

I. PRELIMINARY STATEMENT

1. This proceeding for the assessment of civil penalties is brought by EPA pursuant to sections 113(a)(3) and 113(d)(1)(B) of the Clean Air Act, as amended (“Act” or “CAA”), 42 U.S.C. §§ 7413(a)(3) and 7413(d)(1)(B), and is simultaneously commenced and concluded through the issuance of this CAFO pursuant to 40 C.F.R. §§ 22.13(b), 22.18(b)(2) and (3), and 22.34.

2. For purposes of this proceeding, Respondent admits the jurisdictional allegations contained herein; however, Respondent neither admits nor denies the specific factual allegations contained in this CAFO.

3. Respondent explicitly waives any right to contest the allegations and its right to appeal the proposed Final Order set forth herein, and waives all defenses, which have been raised or could have been raised to the claims set forth in this CAFO.

4. Compliance with all the terms and conditions of this CAFO shall only resolve Respondent's liability for federal civil monetary penalties for those violations and facts alleged in this CAFO.

5. Respondent consents to the issuance of this CAFO and to the assessment and payment of the stated civil penalty in the amount and by the method set forth in this CAFO.

II. STATUTORY AND REGULATORY BACKGROUND

6. Section 112(r)(1) of the CAA, 42 U.S.C. § 7412(r)(1), provides that the objective of the regulations and programs authorized under Section 112(r) shall be to prevent the accidental release of regulated substances or other extremely hazardous substances and to minimize the consequences of any such release that does occur.

7. Pursuant to CAA § 112(r)(7), 42 U.S.C. § 7412(r)(7), the Administrator is authorized to promulgate regulations dictating release prevention, detection, and correction requirements.

8. On June 20, 1996, the EPA promulgated a final rule known as the Chemical Accident Prevention Provisions, 40 C.F.R. Part 68, which implements Section 112(r)(7), 42 U.S.C. § 7412(r)(7), of the Act.

8. Under 40 C.F.R. § 68.10(a), an owner or operator of a stationary source that has more than a threshold quantity of a regulated substance in a process ("Covered Process"), as determined under 40 C.F.R. § 68.115, shall comply with the requirements of 40 C.F.R. Part 68 no later than the latest of the following dates: (1) June 21, 1999; (2) three years after the date on

which a regulated substance is first listed under Section 68.130; or (3) the date on which a regulated substance is first present above a threshold quantity in a process.

9. Under 40 C.F.R. § 68.12(a), an owner or operator of a stationary source subject to Part 68 requirements must submit a Risk Management Plan (“RMP”) as provided in 40 C.F.R. Part 68 Subpart G (§§ 68.150-68.185) that reflects all covered processes at the stationary source.

10. 40 C.F.R. Part 68 provides general requirements applicable to owners or operators of a stationary source subject to Part 68. It also establishes requirements that apply to an owner or operator based on whether the stationary source operates processes subject to one of three “Programs” -- Program 1, Program 2, and Program 3.

11. Under 40 C.F.R. § 68.12(d), the owner or operator of a stationary source with a process subject to the “Program 3” requirements of the Part 68 regulations, as determined pursuant to 40 C.F.R. § 68.10(d), must comply with the chemical accident prevention requirements of 40 C.F.R. Part 68, Subpart D (Program 3 Prevention Program, at 40 C.F.R. §§ 68.65-68.87).

12. Pursuant to 40 CFR. § 68.56, an owner or operator shall prepare and implement procedures to maintain the on-going mechanical integrity of the process equipment.

13. Pursuant to 40 CFR § 68.73(a)(2), the requirement for mechanical integrity applies to piping systems.

14. Pursuant to 40 CFR § 68.69(d), an owner or operator shall develop and implement safe work practices to provide for the control of hazards during operations.

15. Under Sections §§ 113(a)(3) and 113(d)(1)(B) of the CAA, 42 U.S.C. §§ 7413(a)(3) & 7413(d)(1)(B), whenever the Administrator finds that any person has violated or is violating a requirement of the CAA including, but not limited to, a requirement or prohibition of

any rule promulgated under the CAA, other than those requirements specified in Sections 113(a)(1), 113(a)(2) or 113(d)(1)(A) of the CAA, 42 U.S.C. § 7413(a)(1), 7413(a)(2), or 7413(d)(1)(A), the Administrator may issue an order assessing a civil administrative penalty.

16. As adjusted by the Civil Penalty Inflation Adjustment Rule of December 11, 2008 (73 Fed. Reg. 75340, 75346), 40 C.F.R. § 19.4, the Administrator may assess a civil penalty of up to \$37,500 per day of violation for a violation occurring after January 12, 2009.

17. “Covered process” is defined in 40 C.F.R. § 68.3 as a process that has a regulated substance present in more than a threshold quantity as determined under § 68.115.

18. “Person” is defined in Section 302(e) of the CAA, 42 U.S.C. § 7602(e), as including an individual, corporation, partnership, association, state, municipality, political subdivision of a state, and any agency, department, or instrumentality of the United States and any officer, agent, or employee thereof.

19. “Process” is defined in 40 C.F.R. § 68.3 as any activity involving a regulated substance including any use, storage, manufacturing, handling, or on-site movement of such substances, or combination of these activities. For the purposes of this definition, any group of vessels that are interconnected, or separate vessels that are located such that a regulated substance could be involved in a potential release, shall be considered a single process.

20. “Regulated substance” is defined in 40 C.F.R. § 68.3 as any substance listed pursuant to Section 112(r)(3) of the CAA as amended, in § 68.130.

21. “RMP” is defined in 40 C.F.R. § 68.3 as the risk management plan required under subpart G of 40 C.F.R. Part 68.

22. “Stationary source” is defined in Section 112(r)(2)(C) of the CAA and 40 C.F.R. § 68.3 as any buildings, structures, equipment, installations or substance emitting stationary

activities which belong to the same industrial group, which are located on one or more contiguous properties, which are under the control of the same person (or persons under common control), and from which an accidental release may occur.

23. "Threshold quantity" is defined in 40 C.F.R. § 68.3 as the quantity specified for regulated substances pursuant to Section 112(r)(5) of the CAA as amended, listed in § 68.130 and determined to be present at a stationary source as specified in § 68.115 of this part.

24. "Owner or operator" shall mean any person who owns, leases, operates, controls, or supervises a stationary source.

III. FINDINGS OF FACT AND CONCLUSIONS OF LAW

25. Respondent is a limited partnership authorized to do business in the State of Texas.

26. Respondent owns and operates a global technology and specialty materials company operating in the production of vinyl acetate known as Celanese Ltd. The Bay City Facility (Facility) is located near Bay City, Texas.

27. The Respondent operates the Facility in part to produce vinyl acetate in a reactor process.

28. The Facility is a "stationary source" as that term is defined in Section 112(r)(2)(C) of the Act, 42 U.S.C. §§ 7412(r)(2)(C).

29. Vinyl acetate is identified at 40 C.F.R. Part 68.130 as a toxic regulated substance with a threshold quantity of 15,000 pounds.

30. Respondent produces, stores, or handles vinyl acetate in an amount over the threshold quantity of 15,000 pounds in a process unit.

31. Based on the quantity of regulated substances present at the facility, the facility's NAIC code, and an evaluation of off-site receptors, the covered processes at Respondent's facility are subject to Program 3 of the RMP regulations.

32. The vinyl acetate unit at Respondent's facility is a covered process subject to RMP Program 3 requirements.

33. The Program 3 requirements include, but are not limited to, the development and implementation of written operating procedures that provide clear instructions for safely conducting activities involved in each covered process.

34. Respondent's covered process includes Azeotrope Distillation Column T-127, where crude vinyl acetate and water are separated from acetic acid and ethyl acetate. The crude vinyl acetate is separated from acetic acid through an evaporation and condensation process.

35. As part of the distillation process the vinyl acetate vapor is transported by piping from the T-127 column through cooling water exchangers and then flows to a receiver vessel. The Facility employs a differential pressure transmitter located at the top of T-127 column and before the cooling water exchangers to monitor pressure across the column. The transmitter sends a reading to the unit's control room.

36. On October 1, 2015 Respondent reported a release of vinyl acetate from the covered process to the National Response Center. The report states that the release began on September 27, 2015 but was not identified until October 1, 2015.

37. During the four days the leak persisted, Respondent released 35,444 pounds of vinyl acetate.

38. Respondent discovered that the source of the release was broken tubing running from the differential pressure transmitter. Upon investigation Respondent discovered the cause of the release was a tubing rupture resulting from vibration fatigue at a compression fitting.

39. Respondent conducted a thorough investigation into the release and issued an investigative report. The investigative report found that the tubing was not retightened to the manufacturer's instructions, the tubing was not properly supported, and the tubing should have been made of thicker material.

40. The failure to properly install the tubing is a violation of 40 CFR § 68.56(a), by failing to implement procedures to maintain the ongoing mechanical integrity of the process equipment.

41. Respondent reported that the leak persisted for four days at a rate of approximately 370 pounds per hour of process vapor and reported that the composition of the process vapor stream was approximately 92 percent vinyl acetate with the balance primarily water with trace quantities of ethylene and carbon dioxide. Respondent reported that when the leak occurred the differential pressure reading in the control room was lost, but the unit otherwise appeared to continue operating normally.

42. Despite losing the differential pressure reading in the control room, Respondent did not immediately investigate the unit. Respondent reported that the differential pressure transmitter is prone to plugging and so the operators logged the loss of the instrument reading and entered a low-priority work order on September 27, 2015.

43. On October 1, 2015 a technician responded to the work order for the differential pressure transmitter and observed the rupture. Given the placement of the tubing is approximately 40 feet above grade and is not accessible by a fixed ladder or platform,

Respondent obtained a crane and personnel basket to access the isolation valve. Once required safety precautions were in place, employees with adequate personnel protective equipment were elevated using the crane and personnel basket to stop the release by closing the isolation valve. It took approximately two hours to stop the release from the time of its discovery.

44. The failure to investigate the pressure drop from the differential pressure reading for four days was a violation of 40 CFR § 68.69(d) for failing to develop and implement safe work practices.

IV. TERMS OF SETTLEMENT

A. CIVIL PENALTY

45. Pursuant to the authority granted in sections 113(a)(3) and 113(d)(1)(B) of the CAA, 42 U.S.C. §§ 7413(a)(3) and 7413(d)(1)(B), and taking into consideration the size of the Respondent's business, the economic impact of the penalty on the Respondent's business, the Respondent's full compliance history and good faith efforts to comply, the duration of the violation, payment by Respondent of penalties previously assessed for the same violation (if any), agreement to perform a Supplemental Environmental Project (SEP), the economic benefit of noncompliance, and the seriousness of the violation, as well as other factors which justice may require, EPA and Respondent agree that an appropriate penalty to settle this matter is \$ 18,750.

46. Respondent consents to the issuance of this Consent Agreement and consents for the purposes of settlement to the payment of the civil penalty cited in the foregoing paragraph and to the performance of a SEP as detailed below.

47. Respondent shall pay the assessed penalty within thirty (30) days of the effective date of this CAFO. Respondent shall pay the assessed civil penalty by certified check, cashier's

check, or wire transfer, made payable to "Treasurer, United States of America, EPA – Region 6."

Payment shall be remitted in one of three ways: regular U.S. Postal mail (including certified mail), or U.S. Postal Service express mail - the check should be remitted to:

U.S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000

For overnight mail (non-U.S. Postal Service), the check should be remitted to:

U.S. Bank
Government Lockbox 979077
U.S. EPA, Fines and Penalties
1005 Convention Plaza
SL-MO-C2-GL
St. Louis, MO 63101
Phone No. (314) 418-1028

For wire transfer, the payment should be remitted to:

Federal Reserve Bank of New York
ABA: 021030004
Account No. 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, NY 10045

Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental Protection Agency"

PLEASE NOTE: Docket number CAA 06-2016-3332 shall be clearly typed on the check to ensure proper credit. If payment is made by check, the check shall also be accompanied by a transmittal letter and shall reference the Respondent's name and address, the case name, and the docket number of this CAFO. If payment is made by wire service, the wire transfer instructions shall reference the Respondent's name and address, the case name, and the docket number of this CAFO. The Respondent shall also send a simultaneous notice of such payment, including a copy

of the check and transmittal letter or wire transfer instructions to the following:

Samuel Tates
Chief, Surveillance Section (6EN-AS)
Compliance Assurance and Enforcement Division
U.S. EPA, Region 6
1445 Ross Avenue - Suite 1200
Dallas, TX 75202-2733

Lorena Vaughn
Regional Hearing Clerk (6RC-D)
U.S. EPA, Region 6
1445 Ross Avenue - Suite 1200
Dallas, TX 75202-2733

Respondent's adherence to these instructions will ensure that proper credit is given when penalties are received in the Region.

48. Respondent agrees not to claim or attempt to claim a federal income tax deduction or credit covering all or any part of the civil penalty paid to the United States Treasurer.

49. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, unless otherwise prohibited by law, EPA will assess interest and late payment penalties on outstanding debts owed to the United States and a charge to cover the costs of processing and handling a delinquent claim. Interest on the civil penalty assessed in this CAFO will begin to accrue thirty (30) days after the effective date of the CAFO and will be recovered by EPA on any amount of the civil penalty that is not paid by the due date. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 40 C.F.R. § 13.11(a). Moreover, the costs of the Agency's administrative handling of overdue debts will be charged and assessed monthly throughout the period the debt is overdue. *See* 40 C.F.R. § 13.11(b).

50. EPA will also assess a \$15.00 administrative handling charge for administrative costs on unpaid penalties for the first thirty (30) day period after the payment is due and an additional \$15.00 for each subsequent thirty (30) day period that the penalty remains unpaid. In

addition, a penalty charge of up to six percent per year will be assessed monthly on any portion of the debt which remains delinquent more than ninety (90) days. *See* 40 C.F.R. § 13.11(c). Should a penalty charge on the debt be required, it shall accrue from the first day payment is delinquent. *See* 31 C.F.R. § 901.9(d). Other penalties for failure to make a payment may also apply.

B. SUPPLEMENTAL ENVIRONMENTAL PROJECT

51. Description of SEP

- a. Respondent shall perform a SEP consisting of providing the Bay City Fire Department with nine (9) Scott self-contained breathing apparatus units including face piece and amplifier, one (1) Eclipse LDX thermal imager including accessories needed for use, and one (1) foam jet nozzle, which the parties agree is intended to implement or improve emergency planning and preparedness for the City of Bay City, Texas.
- b. Not more than thirty (30) days from the effective date of this CAFO, Respondent will begin the procurement process to order the equipment for the Bay City Volunteer Fire Department as described in the attached SEP Proposal (Attachment I), attached and incorporated herein by reference.
- c. Respondent shall perform the SEP activities in accordance with the terms and schedule of the SEP Proposal (Attachment I).

52. Cost of the SEP. Respondent must expend at least \$70,312.50 for the implementation of this SEP. Respondent shall include documentation of the expenditures made in connection with the SEP as part of the SEP Completion Report.

53. Project Completion Date. Completion of the SEP must occur by no later than 90

days after the Effective Date of this CAFO. In its sole discretion, EPA may grant additional time to complete the SEP.

54. Respondent certifies that:

- (i) Respondent is not required to perform or develop the SEP by any federal, state or local law or regulation;
- (ii) Respondent is not required to perform or develop the SEP by any other agreement, grant or as injunctive relief in this or any other case.
- (iii) Respondent has not received, and is not presently negotiating to receive credit in any other enforcement action for this SEP.
- (iv) Respondent has inquired of the Bay City Volunteer Fire Department and discovered that it is not a party to an open federal financial assistance transaction that is funding or could fund the same activity as the SEP.

55. SEP Reports

a. Respondent shall submit a final SEP Completion Report to EPA within 30 days of the completion of this project. The SEP Completion Report shall contain the following information:

- (iii) A detailed description of the SEP as implemented;
- (iv) A description of any operating or logistical problems encountered and the solutions thereto;
- (v) Itemized final costs with copies of receipts for all expenditures;
- (vi) Certification that the SEP has been fully implemented pursuant to the provisions of this CAFO (see Attachment I, Certification Statement, SEPSOW Completion Report); and
- (vii) A description of the environmental, emergency preparedness, and/or

public health benefits resulting from implementation of this SEP.

b. Respondent agrees that failure to submit the final SEP Completion Report or any Periodic Report required by subsections listed above shall be deemed a violation of this CAFO and Respondent shall become liable for stipulated penalties pursuant to Paragraph 58.

c. Respondent shall submit all notices and reports required by this CAFO to Justin McDowell (MC 6EN-AS) U.S. EPA Region 6, 1445 Ross Avenue, Dallas, TX 75202-2733, by first class mail.

d. In itemizing its costs in the SEP Completion Report, Respondent shall clearly identify and provide acceptable documentation for all eligible SEP costs. Where the SEP Completion Report includes costs not eligible for SEP credit, those costs must be clearly identified as such. For purposes of this Paragraph, "acceptable documentation" includes invoices, purchase orders, or other documentation that specifically identifies and itemizes the individual costs of the goods and/or services for which payment is being made. Canceled drafts do not constitute acceptable documentation unless such drafts specifically identify and itemize the individual costs of the goods and/or services for which payment is being made.

56. Respondent shall maintain legible copies of documentation of the underlying research and data for any and all documents or reports submitted to EPA pursuant to this Consent Agreement and shall provide the documentation of any such underlying research and data to EPA not more than seven days after a request for such information. In all documents or reports, including, without limitation, any SEP reports, submitted to EPA pursuant to this Consent Agreement, Respondent shall, by its officers, sign and certify under penalty of law that the information contained in such document or 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.

[name of responsible party]
[title of responsible party]
[facility name]
[facility city/state]

57. EPA's Acceptance of SEP Report

a. After receipt of the SEP Completion Report described in paragraph 55 a above, EPA will notify the Respondent, in writing, regarding: i) any deficiencies in the SEP Report itself along with a grant of an additional thirty (30) days for Respondent to correct any deficiencies; or (ii) indicate that EPA concludes that the project has been completed satisfactorily or (iii) determine that the project has not been completed satisfactorily and seek stipulated penalties in accordance with paragraph 58 herein.

b. If EPA elects to exercise option (i) above, i.e., if the SEP Report is determined to be deficient but EPA has not yet made a final determination about the adequacy of SEP completion itself, EPA shall permit Respondent the opportunity to object in writing to the notification of deficiency given pursuant to this paragraph within ten (10) days of receipt of such notification. EPA and Respondent shall have an additional thirty (30) days from the receipt by EPA of the notification of objection to reach agreement on changes necessary to the SEP Report. If agreement cannot be reached on any such issue within this thirty (30) day period, EPA shall provide a written

statement of its decision on adequacy of the completion of the SEP to Respondent, which decision shall be final and binding upon Respondent. Respondent agrees to comply with any requirements imposed by EPA as a result of any failure to comply with the terms of this CAFO. In the event the SEP is not completed as contemplated herein, as determined by EPA, stipulated penalties shall be due and payable by Respondent to EPA in accordance with paragraph 58 herein.

58. Stipulated Penalties for Failure to Complete SEP/Failure to spend agreed-on amount.

a. In the event that Respondent fails to comply with any of the terms or provisions of this Agreement relating to the performance of the SEP described in paragraph 51 above and/or to the extent that the actual expenditures for the SEP do not equal or exceed the cost of the SEP described in paragraph 52 above, 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 satisfactorily pursuant to this Consent Agreement and Order, Respondent shall pay a stipulated penalty to the United States in the amount of **\$56,250** (100% of the amount the penalty was mitigated).
- (ii) If the SEP is not completed in accordance with paragraphs 51 - 56, but the Complainant determines that the Respondent: a) made good faith and timely efforts to complete the project; and b) certifies, with supporting documentation, that at least 90 percent of the amount of money which was required to be spent was expended on the SEP, Respondent shall not be liable for any

stipulated penalty.

(iii) If the SEP is completed in accordance with paragraphs 51 - 56, but the Respondent spent less than 90 percent of the amount of money required to be spent for the project, Respondent shall pay a stipulated penalty to the United States in the amount of \$11,250 (20% of the mitigated penalty of \$56,250).

(iv) If the SEP is completed in accordance with paragraphs 51 - 56, and the Respondent spent at least 90 percent of the amount of money required to be spent for the project, Respondent shall not be liable for any stipulated penalty.

(v) For failure to submit the SEP Completion Report required by paragraph 55 above, Respondent shall pay a stipulated penalty in the amount of \$500 for each day after the report was originally due, until the report is submitted.

b. The determinations of whether the SEP has been satisfactorily completed and whether the Respondent has made a good faith, timely effort to implement the SEP shall be in the sole discretion of EPA.

c. Stipulated penalties for subparagraph (v) above shall begin to accrue on the day after performance is due, and shall continue to accrue through the final day of the completion of the activity.

d. Respondent shall pay stipulated penalties not more than fifteen (15) days after receipt of written demand by EPA for such penalties. Method of payment shall be in accordance with the provisions of paragraph 47 above. Interest and late charges shall be

paid as stated in paragraphs 49 and 50.

e. Nothing in this agreement shall be construed as prohibiting, altering or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondent's violation of this agreement or of the statutes and regulations upon which this agreement is based, or for Respondent's violation of any applicable provision of law.

59. Any public statement, oral or written, in print, film, or other media, made by Respondent making reference to the 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 for violations of Section 313 of EPCRA."

60. This Consent Agreement and 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, nor shall it be construed to constitute EPA approval of the equipment or technology installed by Respondent in connection with the SEP undertaken pursuant to this Agreement.

C. PARTIES BOUND

61. The provisions of this CAFO shall apply to and be binding upon the parties to this action, their officers, directors, agents, employees, successors, and assigns. The undersigned representative of each party to this CAFO certifies that he or she is fully authorized by the party whom he or she represents to enter into the terms and conditions of this CAFO and to execute and to legally bind that party to it.

D. RETENTION OF ENFORCEMENT RIGHTS

62. EPA does not waive any rights or remedies available to EPA for any other violations by the Respondent of Federal or State laws, regulations, or permitting conditions.

63. Nothing in this CAFO shall relieve the Respondent of the duty to comply with all applicable provisions of section 112(r) of the CAA, 42 U.S.C. § 7412(r), and 40 C.F.R. Part 68.

64. Nothing in this CAFO shall limit the power and authority of EPA or the United States to take, direct, or order all actions to protect public health, welfare, or the environment, or prevent, abate, or minimize an actual or threatened release of hazardous substances, pollutants, or contaminants at or from the Facility. Furthermore, nothing in this CAFO shall be construed to prevent or limit EPA's civil and criminal authorities, or that of other Federal, State, or local agencies or departments to obtain penalties or injunctive relief under other Federal, State, or local laws or regulations.

65. In any subsequent administrative or judicial proceeding initiated by the Complainant or the United States for injunctive relief, civil penalties, or other appropriate relief relating to the Facility, Respondent shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the Complainant

or the United States in the subsequent proceeding were or should have been brought in the instant case, except with respect to the claims that have been specifically resolved pursuant to this CAFO.

E. COSTS

66. Each party shall bear its own costs and attorney's fees. Furthermore, Respondent specifically waives its right to seek reimbursement of its costs and attorney's fees under 5 U.S.C. § 504 and 40 C.F.R. Part 17.

F. EFFECTIVE DATE

67. This CAFO becomes effective upon filing with the Regional Hearing Clerk.

In the Matter of:
Celanese Ltd. TD

Respondent
Celanese Bay City Facility

CONSENT AGREEMENT AND FINAL ORDER
EPA Docket No. CAA 06-2016-3332

THE UNDERSIGNED PARTIES CONSENT TO THE ENTRY OF THIS CONSENT AGREEMENT AND FINAL ORDER:

FOR THE RESPONDENT:

6/2/2016
Date

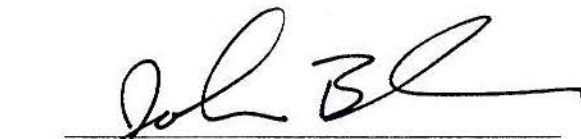
Celanese Ltd.
By: Celanese International Corporation
Its general partner



Darren Collins
Vice President

FOR THE COMPLAINANT:

6.9.16
Date

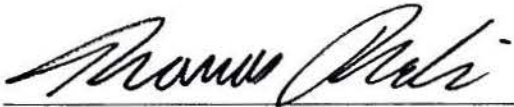


John Blevins
Director
Compliance Assurance and
Enforcement Division

FINAL ORDER

Pursuant to section 113(d) of the CAA, 42 U.S.C. § 7413(d), and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, 40 C.F.R. Part 22, the foregoing Consent Agreement is hereby ratified. This Final Order shall not in any case affect the right of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law. This Final Order shall resolve only those causes of action alleged in this CAFO. Nothing in this Final Order shall be construed to waive, extinguish, or otherwise affect Respondent's (or its officers, agents, servants, employees, successors, or assigns) obligation to comply with all applicable federal state, and local statutes and regulations, including the regulations that were the subject of this action. The Respondent is ordered to comply with the terms of settlement as set forth in the Consent Agreement. Pursuant to 40 C.F.R. § 22.31(b), this Final Order shall become effective upon filing with the Regional Hearing Clerk.

6/14/14
Date



Thomas Rucki
Regional Judicial Officer

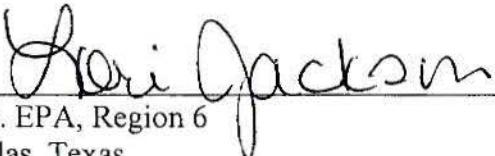
CERTIFICATE OF SERVICE

I hereby certify that the original and a copy of the foregoing Consent Agreement and Final Order (CAFO) were hand-delivered to the Regional Hearing Clerk, U.S. EPA - Region 6, 1445 Ross Avenue, Suite 1200, Dallas, Texas 75202-2733, and that a true and correct copy of the CAFO was placed in the United States mail to the following by the method indicated:

CERTIFIED MAIL - RETURN RECEIPT REQUESTED: # 1008015000030418 3664

Mr. Billy Campbell
Celanese Ltd. - Bay City Plant
FM ROAD 3057
PO BOX 509
BAY CITY, TX

06/14/2016
Date


U.S. EPA, Region 6
Dallas, Texas

CONSENT AGREEMENT AND FINAL ORDER
EPA Docket No. CAA 06-2016-3332
In the Matter of: Celanese Ltd.
Respondent: Celanese Bay City Facility

Attachment I

SEP Proposal

SEP Description:

Celanese has partnered with the Bay City Volunteer Fire Department (Department) to identify equipment needs that will expand the Department’s ability to serve the residents and visitors of Bay City, Matagorda County and its industrial partners. As first responders to fires, public safety and medical emergencies, disasters and terrorist acts, the Department protects the lives and property of Bay City, Matagorda County. Celanese will purchase the equipment summarized in the following table for delivery to the Department to assist them in fulfilling their mission and commitment to Bay City, Matagorda County.

Equipment Description	Projected Community Benefit	Number of Units
Eclipse LDX thermal imager including accessories needed for use	Provides a safe alternative to locating victims without putting first responders in harm’s way	1
Scott self-contained breathing apparatus including face piece and amplifier	Allows first responders to safely perform their job	9
Foamjet Nozzle	This nozzle will allow the application of foam in burning hydrocarbon scenario. Currently, the Bay City Fire Department does not have this capability.	1

The Celanese Bay City Plant is a facility subject to Program 3 of the RMP regulations and as such is required to comply with the chemical accident prevention requirements of 40 CFR Part 68. The alleged violations are related to the facility’s compliance with 40 CFR 68, which includes obligations for emergency preparedness pursuant to 40 CFR Part 68 Subpart E; therefore, this SEP is related to the underlying alleged violations. Given the purpose of this SEP is to provide emergency response equipment to the Department, the SEP is designed to reduce the adverse impact to public health and/or the environment to which the alleged violations contribute. The Site Director for the Celanese Bay City Plant contacted the Bay City Chamber of Commerce and Agriculture and confirmed the Department has not received state or federal funds that could be used to purchase the equipment included in this SEP. As a result of this inquiry, Celanese hereby certifies that:

- a. 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 Attachment I – SEP Proposal; and

- b. It has inquired of the Bay City Volunteer Fire Department, the SEP recipient, 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 Bay City Volunteer Fire Department that it is not a party to such a transaction.

Celanese, Ltd.

By: Celanese International Corporation
Its general partner



Darren Collins

Vice President

Project Timeline and Major Milestones:

- Date: CAFO/SEP approved and signed by Celanese and EPA.
- Date + 30 Days: Celanese procurement to order above equipment for delivery to the Department's physical address:

Bay City Volunteer Fire Department
City of Bay City
1920 6th Street
Bay City, Texas, 77414
- Date + 90 Days: Equipment delivered to Department.

Cost Estimate:

Equipment Description	Number of Units	Estimated Cost Per Unit¹	Estimated Total Cost
Eclipse LDX thermal imager including accessories needed for use	1	\$8,550.00	\$8,550.00
Scott self-contained breathing apparatus including face piece and amplifier	9	\$6,747.00	\$60,723.00
Foamjet Nozzle	1	\$1,661.00	\$1,661.00

Total \$70,934.00

Required SEP Value \$70,312.50

¹ See Quote Number 96886-0 for supporting documentation.