



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 6  
1201 ELM STREET, SUITE 500  
DALLAS, TEXAS 75270

FILED

23 MAR 23 AM 9:21

REGIONAL HEARING CLERK  
EPA REGION VI

**EXPEDITED SETTLEMENT AGREEMENT (ESA)**

**DOCKET NO: CAA 06-2023-3326**

**This ESA is issued to: KM Liquids Terminals LLC**

**At: 530 North Witter, Pasadena, Texas 77506**

**for violating Section 112(r)(7) of the Clean Air Act**

The United States Environmental Protection Agency (EPA), through its delegated official, the Director of the Enforcement and Compliance Assurance Division, and KM Liquids Terminals LLC (Respondent) have agreed to a settlement of this action before filing of a complaint, and thus this action is simultaneously commenced and concluded pursuant to Rules 22.13(b) and 22.18(b)(2) of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (Consolidated Rules), 40 C.F.R. Part 22.

This ESA is an administrative action for the assessment of civil penalties instituted pursuant to Section 113(d) of the Clean Air Act (CAA), 42 U.S.C. § 7413(d). Pursuant to Section 113(d) of the CAA, 42 U.S.C. § 7413(d), the Administrator and the Attorney General jointly determined that cases which meet the criteria set forth in the EPA's policies<sup>1</sup> are appropriate for administrative penalty action.

**ALLEGED VIOLATION**

From September 20-21, 2022, an authorized representative of the EPA conducted a compliance inspection of the Respondent's facility located in Pasadena, Texas to determine compliance with the Risk Management Program (RMP) regulations promulgated at 40 C.F.R. Part 68 under Section 112(r) of the CAA, 42 U.S.C. § 7412(r). The EPA found that Respondent had violated a RMP regulation and Section 112(r)(7) of the CAA, 42 U.S.C. § 7412(r)(7), as follows:

- 1) 40 C.F.R. § 68.48(b) Process Safety Information - *(b) The owner or operator shall ensure that the process is designed in compliance with recognized and generally accepted good engineering practices.*

**SETTLEMENT**

In consideration of the factors set forth in Section 113(e) of the CAA, 42 U.S.C. § 7413(e), the criteria set forth in the EPA's policies<sup>1</sup>, and upon consideration of the entire record, EPA and Respondent enter into this ESA to settle the violation, described above, for the total penalty amount of \$1,500.00.

This settlement is subject to the following terms and conditions:

Respondent, by signing below, waives any objections that it may have regarding jurisdiction, neither admits nor denies the specific factual allegations contained herein, and consents to the assessment of the

<sup>1</sup> "Use of Expedited Settlements in Addressing Violations of the Clean Air Act Chemical Accident Prevention Provisions, 40 C.F.R. Part 68" (2004); and "Changes to Restrictions on the Use of Expedited Settlements in Addressing Violations of the Clean Air Act Chemical Accident Prevention Provisions" (2013)

penalty as stated above. Respondent waives its rights to a hearing afforded by Section 113(d)(2)(A) of the CAA, 42 U.S.C. § 7413(d)(2)(A), and to appeal this ESA. Each party to this action shall bear its own costs and fees, if any. Respondent also certifies, subject to civil and criminal penalties for making a false statement to the United States Government, that Respondent has corrected the violation listed above and has paid the full penalty of \$1,500.00 by certified or cashier's check made payable to the "United States Treasury" and sent to:

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

or by alternate payment method described at <http://www.epa.gov/financial/makepayment>.

The Docket Number of this ESA is CAA-06-2023-3326 and must be included on the payment. **The signed ESA and a copy of the payment must be sent by email to: [flores.carlos@epa.gov](mailto:flores.carlos@epa.gov).**

Full payment of the ESA penalty shall only resolve Respondent's civil liability for the violation alleged above. The EPA does not waive any other enforcement action by EPA for any other past, present, or future violations under the CAA or any other statute.

If the signed ESA with a copy of the payment is not returned to the EPA Region 6 at the above e-mail address in correct form by Respondent within 30 days of the date of the receipt of this ESA, the proposed ESA is withdrawn, without prejudice to EPA's ability to file additional enforcement actions for the violation identified in this ESA.

This ESA is binding on the EPA and Respondent and is effective upon filing with the Regional Hearing Clerk.

The EPA and Respondent agree to the use of electronic signatures for this matter. The EPA and Respondent further agree to electronic service of this ESA, pursuant to 40 C.F.R. § 22.6, by email to the following addresses:

To EPA: [flores.carlos@epa.gov](mailto:flores.carlos@epa.gov)

To Respondent: [Keith\\_Cormier@kindermorgan.com](mailto:Keith_Cormier@kindermorgan.com)

**SIGNATURE BY RESPONDENT:**

Signature: Scott Early

Date: 20 Mar 2023

Name (print): Scott Early

Title (print) Director EHS

Cost of Corrective Actions: \$18,509.00

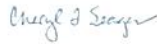
Respondent's Brief Description of Complying Action: \_\_\_\_\_

Label VAM piping per ASME Standard A.13.1

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you need additional space or would like to provide additional supporting documentation, please attach to this document.

**SIGNATURE BY EPA:**



Digitally signed by  
Seager, Cheryl  
Date: 2023.03.23  
08:20:21 -05'00'

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Cheryl T. Seager  
Director  
Enforcement and  
Compliance Assurance Division  
U.S. EPA, Region 6

It is so ORDERED. This Order shall become effective upon filing of the fully executed ESA with the Regional Hearing Clerk.

**THOMAS  
RUCKI**

Digitally signed by THOMAS RUCKI  
DN: c=US, o=U.S. Government,  
ou=Environmental Protection Agency,  
cn=THOMAS RUCKI,  
0 9 2342 19203306 100 1 1-68001003655804  
Date: 2023.03.23 09:54:16 -04'00'

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Thomas Rucki  
Regional Judicial Officer

## CERTIFICATE OF SERVICE

I hereby certify, on the date identified below, a true and correct copy of the foregoing Expedited settlement Agreement was delivered to the Regional Hearing Clerk, U.S. EPA Region 6 (ORC), 1201 Elm Street, Suite 500, Dallas, Texas 75270-2102, and that a true and correct copy was sent this day in the following manner to the addressees:

Copy via Email to EPA:

[flores.carlos@epa.gov](mailto:flores.carlos@epa.gov)

Copy via Email to Respondent:

[Keith\\_Cormier@kindermorgan.com](mailto:Keith_Cormier@kindermorgan.com)

Keith Cormier  
Operations Manager  
KM Liquids Terminals LLC  
300 Beltway Green Boulevard  
Pasadena, Texas 77503

Copy via Email to Regional Hearing Clerk:

[vaughn.loreana@epa.gov](mailto:vaughn.loreana@epa.gov)

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United States Environmental Protection Agency,  
Region 6





September 27, 2022

Kinder Morgan  
1420 N. Witter Rd.  
Pasadena, TX 75506

Proposal Number: GISC-2022-0023

Attention: Keith Cormier

Reference: Vam Line

Dear Mr. Cormier,

Garrison Industrial is pleased to submit our Lump sum proposal to supply the required management, craft labor, and materials as specified for the above referenced project. We appreciate the opportunity to provide this proposal for your review and consideration.

### **1.0 Scope of Work**

Garrison to provide Scaffolding, Coating and Labeling services for the Vam Line, per Kinder Morgan SOW at the Kinder Morgan Pasadena Facility.

### **2.0 Schedule**

Work Schedule: 4 days per week, 10 hours per day  
Duration Schedule: 4 days

### **3.0 Price Breakdown:**

**Grand Total - \$ 18,509.00**



#### 4.0 General Clarifications

1. This proposal is valid for 30 days.
2. Client agrees to give at least a 1 to 2 week notice prior to start of work.
3. Schedule does not include working a night shift or nationally recognized holidays.
4. Price does not include any extra labor, equipment, or materials for any unforeseeable events.
5. All change orders will be discussed and agreed prior to restart work.
6. Any work stoppage or delay outside of Garrison Industrials' control such as fires, spills or other causes shall be considered extra to our proposal.
7. Garrison will invoice client at the applicable hourly rate, for any delay, unless the delay is solely the result of a Garrison acts or omissions as they relate solely to the services to be provided. Client agrees to sign Garrison daily time sheets, shall an event occur.
  - a. Addition to all equipment rentals, and materials shall be billed, shall an event occur as stated in clarifications.
8. Approved invoices shall be paid within the agreed parameters of executed MSA.
9. Proposal is based upon executing a mutually agreeable contract prior to mobilization.
10. Any applicable sales, destination or other taxes are not included in this proposal.
11. Sufficient laydown area in proximity will be necessary to achieve planned productivity.
12. Work will be done according to OSHA/ industry standard specifications as well client Specifications.
13. Work estimated per job walk with Kinder Morgan representative. Garrison to provide scaffolding, coating, and labeling services for the Vam Line at the Kinder Morgan Pasadena Facility.
14. Client responsible for waste and disposal.
15. Any additional access needed will constitute a change order.
16. Adequate work fronts will be necessary prior to mobilizing for scaffolding, coating and labeling activities.
17. Proposal estimated for one time mobilization and demobilization.
18. In the event of demobilization prior to work completion (at no fault to Garrison) we reserve the right to negotiate compensation for freight charges for demobilization.

Daniel Cantu  
Area Manager  
713.551.6289  
[dcantu@garrisonindustrial.com](mailto:dcantu@garrisonindustrial.com)

GARRISON IE GROUP, INC.  
 PO Box 1486  
 Lake Charles, LA 70602 US  
 (337)-602-6101  
 accounting@garrisonindustrial.com

# Invoice



<b>BILL TO</b> Kinder Morgan Pasadena Park 225 Office Bldg Pasadena, TX 77505
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<b>SHIP TO</b> Kinder Morgan Pasadena Park 225 Office Bldg Pasadena, TX 77505
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INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
2962	10/17/2022	\$18,509.00	11/16/2022	Net 30	

**P.O. NUMBER**  
 4807197-98-KMPO

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
10/17/2022	Services	100% Complete VAM line	1	18,509.00	18,509.00

SUBTOTAL	18,509.00
TAX	0.00
TOTAL	18,509.00
<b>BALANCE DUE</b>	<b>\$18,509.00</b>

**PAYMENT ADVICE TO:**  
 Accounting@garrisonindustrial.com

**FOR CHECK PAYMENT:**  
**REMIT TO:**  
 Garrison IE Group, Inc  
 P.O. Box 1486  
 Lake Charles, LA 70602

**FOR ELECTRONIC PAYMENTS:**  
 ACCOUNT NAME: Garrison IE Group, Inc  
 BANK NAME: Chase Bank  
 ABA/ROUTING #: 122100024  
 ACCOUNT #: 521020781

Thank you for your business!



Kinder Morgan Inc. as Paying Agent

No. 207425

Check Date: 03/15/2023

(100038085)

UNITED STATES TREASURY, US EPA FINES AND PENALTIES, CINCINNATI FINANCE CENTER, PO BOX 979077, ST LOUIS MO 63197-9000

Description	Voucher #	Date	PO Number	Gross Amount	Discount Amount	Net Amount Paid
PMTREQCAA0620233326 Overnight.. KM Park 225 Office ATTN: Scott Eady 3600 Beltway Green Boulevard Pasadena TX 77503	17921922	03/13/23		\$1,500.00	\$0.00	\$1,500.00
<b>Totals</b>				\$1,500.00	\$0.00	\$1,500.00

Detach at Perforation Before Depositing Check  
100038085

**KINDER MORGAN**

Kinder Morgan Inc. as Paying Agent  
1001 Louisiana Ste 1000  
Houston, TX 77002

JP Morgan Chase Bank, N.A.  
Dallas, TX  
88-88/1113

Check No. 207425

Check Date  
03/15/2023

One Thousand Five Hundred AND 00/100

Check Amount  
\$ \*\*1,500.00

PAY  
TO THE  
ORDER  
OF

100038085

UNITED STATES TREASURY  
US EPA FINES AND PENALTIES  
CINCINNATI FINANCE CENTER  
PO BOX 979077  
ST LOUIS MO 63197-9000

CAIA-06-2023-3326

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216839321⑈

