

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 2

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In the Matter of	:	
	:	<u>CONSENT AGREEMENT</u>
Englert, Inc.	:	<u>AND</u>
	:	<u>FINAL ORDER</u>
	:	
Respondent.	:	DOCKET NUMBER
	:	EPCRA-02-2024-4101
	:	
	:	
Proceeding under Section 325(c) of Title III	:	
of the Superfund Amendments and Reauthorization Act :	:	
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PRELIMINARY STATEMENT

This administrative proceeding 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 Englert, Inc. (hereinafter "Respondent" or "Englert") at 1200 Amboy Avenue, Perth Amboy, NJ 08861 (hereinafter, "Respondent's Facility" or "the 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 Respondent 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 May 2022 inspection of the facility, and other communications with the facility.

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

1. Respondent is Englert, Inc., a New Jersey corporation headquartered at 1 Tower Center Boulevard, East Brunswick, NJ 08816.
2. At all times relevant hereto, Respondent has owned and operated a facility for the manufacture of metal roofing and gutter coils and coatings located at 1200 Amboy Avenue, Perth Amboy, NJ 08861 (TRI Facility ID: 08861INGLERT1200A), 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 EPA 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. § 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 ("NAICS") code 332322 – Sheet Metal Work 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. The following are listed chemicals under 40 C.F.R. § 372.65:

- a. 1, 2, 4-Trimethylbenzene,
- b. Naphthalene,
- c. Chromium Compounds,
- d. Dimethyl Phthalate; and
- e. Certain Glycol Ethers.

11. Respondent's facility manufactured, processed or otherwise used these listed chemicals, in amounts exceeding the reporting threshold, at various points throughout Calendar

Years 2019, 2020, and 2021, as laid out in the below chart:

<b>Late/Non-Reporting Violations:</b>				
<b>Chemical</b>	<b>Year</b>	<b>Activity Pounds</b>	<b>Due Date</b>	<b>Days Late</b>
Certain Glycol Ethers	2019	< 10 X Threshold	07-01-2020	> 1 year
1,2,4-Trimethylbenzene	2019	< 10 X Threshold	07-01-2020	> 1 year
Naphthalene	2019	< 10 X Threshold	07-01-2020	> 1 year
Chromium Compounds	2019	< 10 X Threshold	07-01-2020	> 1 year
Dimethyl Phthalate	2019	< 10 X Threshold	07-01-2020	> 1 year
Certain Glycol Ethers	2020	< 10 X Threshold	07-01-2021	40 days
Chromium Compounds	2020	< 10 X Threshold	07-01-2021	> 1 year
Dimethyl Phthalate	2021	< 10 X Threshold	07-01-2022	32 days
Chromium Compounds	2021	< 10 X Threshold	07-01-2022	32 days

12. Respondent was required to submit a timely, complete, and correct TRI Form A or Form R report for each of the above listed chemicals for the corresponding Calendar Years on or before July 1 of the years listed above to the Administrator of the EPA and to the State of New Jersey, and failed to do so in a timely manner.

13. Each of Respondent's failures to timely submit a correct TRI Form A or Form R report for the above listed chemicals to the EPA as required 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.

14. In order to come into compliance, Respondent developed a policy to address the areas of compliance at issue in this matter at the Facility. Implementation of this Compliance Plan

is intended as an adjunct to the requirements of Section 313(b) of EPCRA and an aid to future compliance therewith.<sup>1</sup>

### **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.

15. 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.

16. For the purpose of this proceeding, and in accordance with 40 C.F.R. § 22.18(b)(2), 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 penalty as set forth below; (d) consents to the issuance of the Final Order incorporating all terms and conditions of this Consent Agreement; and (e) waives any right it might possess to contest the allegations set forth herein or to appeal the Final Order accompanying this Consent Agreement.

### **PENALTY**

17. Respondent shall pay, by cashier’s or certified check, by Fedwire, or by online payment, a penalty in the amount of **ONE HUNDRED EIGHTY-FIVE THOUSAND NINE HUNDRED AND NINETY DOLLARS (\$185,990.00)** (“Assessed Penalty”) plus interest in accordance with the

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<sup>1</sup> Adherence to the provisions of the Compliance Plan and compliance with the provisions of this Consent Agreement with regard to the implementation of the Compliance Plan is not a substitute for compliance with the provisions of Section 313(b) of EPCRA, nor a defense to the failure to do so.

payment terms and schedule set forth in Paragraphs 18(a) through (f) and via one of the payment transmittal methods identified in Paragraph 19.

18. Respondent certifies under penalty of law that it has requested of the EPA that payment of the Assessed Penalty be in installments because of the financial condition of Respondent, *viz.* a onetime payment of said amount would constitute a hardship for Respondent because of its cash flow and the overall financial circumstances of Respondent. Upon reliance on Respondent's certification of its financial condition and in accordance with applicable laws, the EPA has determined that an installment schedule is appropriate. Respondent shall therefore pay the Assessed Penalty of \$185,990.00, plus applicable interest at the rate of three percent (3%) per annum on the outstanding principal balance (total interest payments to equal \$6,372.93) for a total payment (principal plus interest) of \$192,362.93, in six installments as follows:

a. 1st Payment: The first payment, in the amount of **TEN THOUSAND DOLLARS (\$10,000.00)**, consisting of a principal payment of \$10,000.00 and an interest payment of \$0.00, shall be received by the EPA *on or before* thirty (30) calendar days following the date on which the Regional Administrator signs the Final Order located at the end of this agreement ("Due Date #1").

b. 2nd Payment: The second payment, in the amount of **TWELVE THOUSAND THREE HUNDRED AND FORTY-SIX DOLLARS AND FIFTY-THREE CENTS (\$12,346.53)** consisting of a principal payment of \$10,000.00 and an interest payment of \$2,346.53, shall be received by the EPA *on or before* sixty (60) calendar days following the date on which the Regional Administrator signs the Final Order ("Due Date #2").

c. 3<sup>rd</sup> Payment: The third payment, in the amount of **ELEVEN THOUSAND ONE HUNDRED AND SIX DOLLARS AND SIXTY CENTS (\$11,106.60)** consisting of a principal payment of \$10,000.00 and an interest payment of \$1,106.60, shall be received by the EPA *on or before* ninety (90) calendar days following the date on which the Regional Administrator signs the Final Order ("Due Date #3").

d. 4th Payment: The fourth payment, in the amount of **ELEVEN THOUSAND AND THIRTY-NINE DOLLARS AND NINETY-THREE CENTS (\$11,039.93)**, consisting of a

principal payment of \$10,000.00 and an interest payment of \$1,039.93, shall be received by the EPA *on or before* one hundred and twenty (120) calendar days following the date on which the Regional Administrator signs the Final Order (“Due Date #4”).

e. 5th Payment: The fifth payment, in the amount of **TEN THOUSAND NINE HUNDRED AND SEVENTY-THREE DOLLARS AND TWENTY-SEVEN CENTS (\$10,973.27)**, consisting of a principal payment of \$10,000.00 and an interest payment of \$973.27, shall be received by the EPA *on or before* one hundred and fifty (150) calendar days following the date on which the Regional Administrator signs the Final Order (“Due Date #5”).

f. 6th Payment: The sixth payment, in the amount of **ONE HUNDRED THIRTY-SIX THOUSAND EIGHT HUNDRED AND NINETY-SIX DOLLARS AND SIXTY CENTS (\$136,896.60)**, consisting of a principal payment of \$135,990.00 and an interest payment of \$906.60, shall be received by the EPA *on or before* one hundred and eighty (180) calendar days following the date on which the Regional Administrator signs the Final Order (“Due Date #6”).

19. Respondent shall make payment by cashier’s check, certified check, electronically via Fedwire, or on-line in accordance with the instructions set forth in this paragraph<sup>2</sup>. If Respondent makes payment by cashier’s check or certified check, then each such check must be *received* at the below-listed address on or before the relevant due date. If Respondent makes payment electronically, then each such Fedwire or online payment must be effected on or before the relevant due date.

- 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 Englert, Inc., EPCRA-02-2024-4101***. If payment is

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<sup>2</sup> Additional information regarding payment methods can be found at the following EPA webpages: <https://www.epa.gov/financial/makepayment> and <https://www.epa.gov/financial/additional-instructions-making-payments-epa>

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: **Englert, Inc.**
  - vii. Docket Number: **EPCRA-02-2024-4101.**
- 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 Englert, Inc., EPCRA-02-2024-4101*** 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 individual(s) identified in Paragraph 34 below.

20. Interest, Charges, and Penalties on Late Payments. Pursuant to 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to make any payment in accordance with the schedule set forth above and the terms of this Agreement, the entire unpaid balance of the Assessed Penalty and all accrued interest shall become immediately due and owing, and the EPA is authorized to recover the following amounts.

- a. *Interest.* Interest begins to accrue from the Filing Date. If the Assessed Penalty is paid in full within thirty (30) days, interest accrued is waived. If the Assessed Penalty is not paid in full within thirty (30) days, interest will continue to accrue until any unpaid portion of the Assessed Penalty as well as any interest, penalties, and other charges are paid in full. To protect the interests of the United States the rate of interest is set at the IRS standard underpayment rate, any lower rate would fail to provide Respondent adequate incentive for timely payment.
- b. *Handling Charges.* Respondent will be assessed monthly a charge to cover the EPA's costs of processing and handling overdue debts. If Respondent fails to pay an installment payment in accordance with the schedule set forth above, the EPA will assess a charge to cover the costs of handling any unpaid amounts. Additional handling charges will be assessed for each subsequent thirty (30) days, or any portion thereof, until the unpaid portion of the Assessed Penalty, as well as any accrued interest, penalties, and other charges are paid in full.
- c. *Late Payment Penalty.* A late payment penalty of six percent (6%) per annum, will be assessed monthly on all debts, including any unpaid portion of the

Assessed Penalty, interest, penalties, and other charges, that remain delinquent more than ninety (90) days.

21. Late Penalty Actions. In addition to the amounts described in the prior Paragraph, if Respondent fails to timely pay any portion of the Assessed Penalty, interest, or other charges and penalties per this Agreement, the EPA may take additional actions. Such actions the EPA may take include, but are not limited to, the following:

- a. Refer the debt to a credit reporting agency or a collection agency, per 40 C.F.R. §§ 13.13 and 13.14.
- b. Collect the debt by administrative offset (i.e., the withholding of money payable by the United States government to, or held by the United States government for, a person to satisfy the debt the person owes the United States government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, per 40 C.F.R. Part 13, Subparts C and H.
- c. Suspend or revoke Respondent's licenses or other privileges or suspend or disqualify Respondent from doing business with the EPA or engaging in programs the EPA sponsors or funds, per 40 C.F.R. § 13.17.
- d. Refer this matter to the United States Department of Justice for litigation and collection, per 40 C.F.R. § 13.33.

22. Allocation of Payments. Pursuant to 31 C.F.R. § 901.9(f) and 40 C.F.R. § 13.11(d), a partial payment of debt will be applied first to outstanding handling charges, second to late penalty charges, third to accrued interest, and last to the principal that is the outstanding Assessed Penalty amount.

23. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this Agreement shall not be deductible for purposes of federal taxes.

24. Respondent may, at any time after commencement of payment under the installment schedule, elect to pay the entire principal balance, together with accrued interest to the date of such full payment.

25. The Assessed Penalty and any stipulated penalty provided for herein are “penalt[ies]” within the meaning of 26 U.S.C. § 162(f), and are not deductible expenditures for purposes of federal, state or local law.

26. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, the 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 the EPA reasonably believes will be equal to, or in excess of, fifty thousand dollars (\$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.” The 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 the EPA with sufficient information to enable it to fulfill these obligations, the 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](mailto:wise.milton@epa.gov), within thirty (30) days after the Final Order ratifying this Agreement is filed, and the 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 thirty (30) days after the Final Order is filed, 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 thirty (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.

27. Respondent explicitly and knowingly agrees to pay the Assessed Penalty in accordance with the terms of this CAFO.

#### **GENERAL PROVISIONS**

28. Nothing in this document is intended nor shall be construed to waive, prejudice or otherwise affect the right of the EPA, or the United States, from pursuing any appropriate remedy, sanction or penalty prescribed by law against Respondent, if Respondent makes any material misrepresentations or provides materially false information herein or in any document submitted pursuant to this Consent Agreement.

29. Respondent's compliance with this Consent Agreement, including full payment of the Assessed Penalty, shall only resolve Respondent's liability for federal penalties for the violations described in Paragraphs 11-13 above. Full payment of the Assessed 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. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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)

35. Unless the above-named EPA contact is later advised otherwise in writing, the EPA shall send by electronic mail any written communication related to this matter to Respondent at [NKaya@englertinc.com](mailto:NKaya@englertinc.com) and [CDias@englertinc.com](mailto:CDias@englertinc.com). However, in cases where electronic mail is not feasible given document type or size, such correspondence will be mailed to the following addresses.

Carlos Dias  
Vice President

Englert, Inc.

~~1200 Amboy Avenue~~

~~Perth Amboy, NJ 08861~~

1 Tower Center Blvd, Floor 19  
East Brunswick, NJ 08816

Aw

and

Nile Kaya

Chief Legal Officer

Englert, Inc.

1200 Amboy Avenue

Perth Amboy, NJ 08861

36. Respondent consents to service of the fully executed CAFO by electronic mail to the addressees listed in the preceding paragraph by electronic mail. Respondent consents to service upon it by an employee of the EPA other than the Regional Hearing Clerk.

37. Respondent has read the CAFO, understands its terms, finds it to be reasonable, and consents to its issuance and its terms. Respondent agrees that all terms of settlement are set forth herein.

38. If any provision or authority of the Order or the application of the Order to Respondent is held by federal judicial authority to be invalid, the remainder of this Order shall remain in full force and effect and shall not be affected by such a holding.

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

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

41. Respondent's signatory certifies to possessing due and full authorization to: (a) enter into and ratify this CAFO and all the terms, provisions, and requirements set forth in this CAFO; and (b) bind Respondent, its officials, authorized representatives, and successors or assigns to comply with and abide by all the terms, provisions, and requirements thereof.

42. The Parties agree that this Agreement may be signed electronically and in part and counterpart by each signatory.

RESPONDENT: Englert, Inc.

Englert is a wholly  
owned subsidiary of  
Great Day Improvements, LLC

BY:



Authorizing Signature

NAME: Andrew Weinfurter

(PLEASE PRINT)

TITLE: President and COO

**COMPLAINANT:**

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**Kathleen R. Anderson, 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 Englert, Inc., bearing Docket No. EPCRA-02-2024-4101. 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