

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Region 4

FILED

Aug 18, 2025

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U.S. EPA REGION 4
HEARING CLERK

In the Matter of:

Arclin USA LLC,

Respondent.

Docket No. **CAA-04-2025-0301(b)**

CONSENT AGREEMENT

I. NATURE OF ACTION

1. This is an administrative penalty assessment proceeding brought under Section 113(d) of the Clean Air Act ("CAA" or the "Act"), 42 U.S.C. § 7413(d), and Sections 22.13(b) and 22.18 of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (Consolidated Rules), as codified at Title 40 of the Code of Federal Regulations (C.F.R.), Part 22.
2. This Consent Agreement and the attached Final Order shall collectively be referred to as the CAFO.
3. Having found that settlement is consistent with the provisions and objectives of the Act and applicable regulations, the Parties have agreed to settle this action pursuant to 40 C.F.R. § 22.18 and consent to the entry of this CAFO without Respondent's admission of violation or any adjudication of any issues of law or fact herein.

II. PARTIES

4. Complainant is the Director of the Enforcement and Compliance Assurance Division, United States Environmental Protection Agency (EPA), Region 4, who has been delegated the authority on behalf of the Administrator of the EPA to enter into this CAFO pursuant to 40 C.F.R. Part 22 and Section 113(d) of the Act.
5. Respondent is **Arclin USA LLC**, a limited liability company doing business in the State of Alabama. This proceeding pertains to Respondent's facility located at 14139 US Highway 84, Andalusia, Alabama 36421 (Facility).

III. GOVERNING LAW

6. Any person who violates Section 112(r) of the CAA, 42 U.S.C. § 7412(r), or rule promulgated thereunder, may be assessed a civil penalty pursuant to Section 113(d) of the Act, 42 U.S.C.

§ 7413(d), and 40 C.F.R. Part 19. Each day a violation continues may constitute a separate violation. Civil penalties under Section 113(d) of the Act, 42 U.S.C. § 7413(d), may be assessed by an administrative order.

7. Section 112(r) of the Act 42 U.S.C. § 7412(r), addresses the prevention of release of substances listed pursuant to Section 112(r)(3) of the Act, 42 U.S.C. § 7412(r)(3), and other extremely hazardous substances. The purpose of this section is to prevent the accidental release of extremely hazardous substances and to minimize the consequences of such releases. Pursuant to Section 112(r)(7) of the Act, 42 U.S.C. § 7412(r)(7), the EPA is authorized to promulgate regulations for accidental release prevention.
8. Pursuant to Sections 112(r)(3) and 112(r)(7) of the Act, 42 U.S.C. §§ 7412(r)(3) and 7412(r)(7), the EPA promulgated rules codified at 40 C.F.R. Part 68, Chemical Accident Prevention Provisions. These regulations are collectively referred to as the “Risk Management Program” (RMProgram) and apply to an owner or operator of a stationary source that has a threshold quantity of a regulated substance in a process. Pursuant to Sections 112(r)(3) and 112(r)(5) of the Act, 42 U.S.C. §§ 7412(r)(3) and 7412(r)(5), the list of regulated substances and threshold levels are codified at 40 C.F.R. § 68.130.
9. Pursuant to Section 112(r)(7)(B)(iii) of the Act, 42 U.S.C. § 7412(r)(7)(B)(iii), and 40 C.F.R. §§ 68.10 and 68.150, the owner or operator of a stationary source that has a regulated substance in an amount equal to or in excess of the applicable RMProgram threshold in a “process” as defined in 40 C.F.R. § 68.3, must develop an RMProgram accidental release prevention program, and submit and register a single Risk Management Plan (RMPlan) to the EPA.
10. Pursuant to 42 U.S.C. § 7413(d)(1), EPA and the United States Department of Justice have jointly determined that this matter, although it involves alleged violations with a first alleged date of violation that occurred more than one year before the initiation of this proceeding, is appropriate for an administrative penalty assessment.

IV. FINDINGS OF FACTS

11. Respondent is the owner and/or operator of the Facility, which is a “stationary source” as that term is defined by Section 112(r)(2)(C) of the Act, 42 U.S.C. § 7412(r)(2)(C).
12. Respondent has registered an RMPlan with the EPA for its Facility and has developed an RMProgram accidental release prevention program for the Facility.
13. At its Facility:
 - (a) Respondent operates a resin manufacturing plant.
 - (b) At all times relevant to the violations alleged in Section V of this Consent Agreement, Respondent had on-site for use, 1,886,000 pounds of formaldehyde (solution) and 52,000 pounds of anhydrous ammonia.
 - (c) Respondent has six RMProgram level 3 covered processes, which store or otherwise use

formaldehyde (solution) and anhydrous ammonia in amounts exceeding their applicable thresholds of 15,000 pounds and 10,000 pounds, respectively.

14. On April 18 - 20, 2023, the EPA conducted an on-site inspection of the RMProgram related records and equipment for the purpose of assessing the Respondent's compliance with the RMProgram requirements and the implemented recognized and generally accepted good engineering practices (RAGAGEP) for its covered process at its Facility.

15. At the time of the inspection, EPA observed the following:

- (a) Respondent was unable to produce documentation containing a material and energy balance for the formaldehyde manufacturing process that included the quantities of formaldehyde present, as well as the energy added or removed to/from the heat exchanger units, throughout all stages of the process
- (b) The following evidence of how Respondent's process was designed and maintained:
 - i. Respondent was using methanol piping located on the support bridge near the second level of the formaldehyde absorber as the primary support for other piping. Using piping to support other piping can cause excessive stress on the supporting pipe, potentially lead to sagging, misalignment, and/or failure of one or both pipes and therefore is not in accordance with Section 321.1.1 of the American Society of Mechanical Engineers (ASME) B31.3 (2014), which states, among other things, "[t]he layout and design of piping and its supporting elements shall be directed toward preventing ...excessive stresses in the supporting (or restraining) elements..." and Section 27.6.1 of the National Fire Protection Association (NFPA) 30 (2021), which states, "[p]iping systems shall be supported and protected against physical damage, including damage from stresses arising from settlement, vibration, expansion, or contraction...."
 - ii. The methanol and utility piping located on the support bridge near the second level of the formaldehyde absorber, as well as the ammonia piping from the vaporizer to the resin kettles, were not labeled to indicate contents, direction of flow, physical state (i.e., liquid or vapor), or pressure level (i.e., high or low). Section 60.5.1.6.2(2) of NFPA 1 (2021) states, "[p]iping, tubing, valves, fittings, and related components used for hazardous materials shall be ... identified in accordance with ASME A13.1 to indicate the material conveyed." Section 3.1 of ASME A13.1 (2015) states, "[p]ositive identification of the contents of a piping system shall be by lettered legend, giving the name of the contents in full or abbreviated form ... [a]rrows shall be used to indicate direction of flow... [and] [c]ontents shall be identified by a legend with sufficient additional details such as temperature, pressure, etc., as are necessary to identify the hazard."

- iii. The pressure relief valve directly off the ammonia vaporizer, as well as the two pressure relief valves downstream of the vaporizer, discharged below the roof line and near an entrance to the resin manufacturing building. These pressure safety valve relief locations are inconsistent with Section 5.8.13 of the Compressed Gas Association (CGA) G2.1 (2014), which states, “[t]he discharge opening from any pressure relief valve shall not terminate inside any building or below the highest roof line of any such building.”
- iv. Signage was not readily visible near the ammonia storage area, or anywhere else on the premises, to display emergency information to emergency response personnel. Lack of emergency notification information signage in a readily visible location for emergency response personnel is inconsistent with Section 6.8 of CGA G2.1 (2014), which states, “[a] legible sign shall be displayed on the premises at which a storage system is located, so as to be readily visible to emergency response personnel, with lettering not less than 2 inches in height, stating the following:
 - ‘EMERGENCY INFORMATION’;
 - name of facility;
 - name or title of at least two responsible persons;
 - area code and telephone number(s) of each person listed; and
 - phrase, ‘the 911 address is’, and the appropriate 911 address.”
- v. The entrances to the flammable chemical storage building as well as the chemical storage warehouse were not affixed with NFPA Hazard Identification signs to alert facility staff and emergency responders to the hazards associated with the stored chemicals. Lack of NFPA Hazard Identification Signs at the entrances to areas containing hazardous chemicals is inconsistent with Section 60.5.1.8.2.1 of NFPA 1 (2021), which states, “[v]isible hazard identification signs in accordance with NFPA 704 shall be placed at ...entrances to locations where hazardous materials are stored, dispensed, used, or handled.”
- vi. Four drums of sulfuric acid having a capacity of more than 5 pounds (lb.) (2.268 kilograms (kg)) or 1/2 gallons (gal) (1.89 Liters (L)) and four drums of a basic solution containing sodium hydroxide having a capacity of more than 5 lb. (2.268 kg) or 1/2 gal (1.89 L) were stored directly next to each other in the chemical warehouse. Acids and bases like these are incompatible materials and active storage in the same physical location without employing a method to separate them is inconsistent with Section 6.1.12.1 of NFPA 400 (2022), which states, “[i]ncompatible materials in storage and storage of materials incompatible with materials in use shall be separated when the stored materials are in containers having a capacity of more than 5 lb. (2.268 kg) or 1/2 gal (1.89 L).”

- (c) The Respondent's standard operating procedures (SOPs) did not provide clear instruction for safely conducting activities involved in each covered process. For example, one SOP directed operators to "[p]artially close the Circulation Valve (for SM-3: 21V425, for SM-4: 21V426, for SM-5: 21V427 or for SM-6: 21V428) at the assigned formaldehyde tank." The SOP included a note, stating "[c]lose circulation only enough to enable a satisfactory flow to the kettle; do not completely close off circulation" but did not provide any information describing the consequences of failing to do so. Using terminology such as "partially close" or "satisfactory flow," without more information, does not provide clear instructions to operators and can lead to varying interpretations between different operators. The rate of flow of material may have an adverse effect on temperature, pressure, etc.
- (d) The Respondent had not completed non-destructive thickness testing on the methanol and formaldehyde process piping, which is piping that is covered by American Petroleum Institute (API) 570 (2016). Section 5.1.2 of API 570 (2016) states, "An inspection plan shall be established for all piping systems and/or circuits and associated pressure relieving devices within the scope of this Code."

Additionally, the Respondent had not reinspected its formaldehyde absorber within five years of its last mechanical integrity inspections. The spreadsheet that the Respondent was using to track completed tank inspection dates and upcoming inspection due dates for all tanks identified the formaldehyde absorber as subject to API 653 (Tank Inspection, Repair, Alteration, and Reconstruction) when the proper standard for this vessel is API 510 (Pressure Vessel Inspection Code), as it is considered a pressure vessel. Section 6.4.1 of API 510 (2014) states, in relevant part, "Unless justified by an RBI [risk based inspection] assessment, each aboveground vessel shall be given a visual external inspection at an interval that does not exceed the lesser of five years or the required internal/on-stream inspection." According to the tracking spreadsheet, the Respondent last completed the internal inspection of the formaldehyde absorber on October 29, 2019, the external inspection of the formaldehyde absorber on June, 28, 2019, and the ultrasonic thickness testing of the formaldehyde absorber on June, 28, 2019. Under API 510, the formaldehyde absorber should have been reinspected within five years, if not sooner, of each of these dates.

- (e) The Respondent was using a spreadsheet (Item #21 Rupture Disk Inspection and Replacement Log.pdf) to document when it conducted visual inspections of the rupture disks at the Facility, but the Respondent was not able to provide documentation of the results of each visual inspection.

16. On March 26, 2024, the EPA issued to Respondent a Notice of Potential Violation and Opportunity to Confer ("NOPVOC"), providing notice that the EPA found that Respondent potentially committed the alleged violations described in Section V of this Agreement and providing Respondent an opportunity to confer with the EPA. On April 23, 2024, and July 15, 2024, representatives of Respondent and the EPA held a meeting to discuss the NOPVOC.

V. ALLEGED VIOLATIONS

17. Respondent is a “person” as defined in Section 302(e) of the Act, 42 U.S.C. § 7602(e).
18. Based on EPA’s compliance monitoring investigation, the EPA alleges that the Respondent violated 40 C.F.R. Part 68, the codified rules governing the Act’s Chemical Accident Prevention Provisions and Section 112(r) of the Act, 42 U.S.C. § 7412(r), when it:
- (a) Failed to compile written process safety information pertaining to equipment in the process that sufficiently included material and energy balances, as required by 40 C.F.R. § 68.65(d)(1)(vii);
 - (b) Failed to ensure and document that its process is designed and maintained in compliance with RAGAGEP, as required by 40 C.F.R. § 68.65(d)(2);
 - (c) Failed to develop and implement written operating procedures that provide clear instructions for safely conducting activities involved in each covered process consistent with the process safety information, as required by 40 C.F.R. § 68.69(a);
 - (d) Failed to conduct inspections and testing procedures on piping, as required by 40 C.F.R. § 68.73(1), and following RAGAGEP for pressure vessels, as required by 40 C.F.R. § 68.73(d)(2); and
 - (e) Failed to document the results of each inspection and test that has been performed on process equipment, as required by 40 C.F.R. § 68.73(d)(4).

VI. STIPULATIONS

19. The issuance of this CAFO simultaneously commences and concludes this proceeding. 40 C.F.R. § 22.13(b).
20. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondent:
- (a) admits that EPA has jurisdiction over the subject matter alleged in this CAFO;
 - (b) neither admits nor denies the factual allegations set forth in Section IV (Findings of Facts) of this CAFO;
 - (c) consents to the assessment of a civil penalty as stated below;
 - (d) consents to the conditions specified in this CAFO;
 - (e) waives any right to contest the allegations set forth in Section V (Alleged Violations) of this CAFO; and

(f) waives its rights to appeal the Final Order accompanying this CAFO.

21. For the purpose of this proceeding, Respondent:

- (a) agrees that this CAFO states a claim upon which relief may be granted against Respondent;
- (b) acknowledges that this CAFO constitutes an enforcement action for purposes of considering Respondent's compliance history in any subsequent enforcement actions;
- (c) waives any rights it may possess at law or in equity to challenge the authority of EPA to bring a civil action in a United States District Court to compel compliance with the CAFO, and to seek an additional penalty for such noncompliance, and agrees that federal law shall govern in any such civil action;
- (d) by executing this CAFO, certifies to the best of its knowledge that Respondent is currently in compliance with all relevant requirements of the Act and its implementing regulations, and that all violations alleged herein, which are neither admitted nor denied, have been corrected;
- (e) waives any right it may have pursuant to 40 C.F.R. § 22.8 to be present during any discussions with, or to be served with and reply to, any memorandum or communication addressed to EPA officials where the purpose of such discussion, memorandum, or communication is to persuade such official to accept and issue this CAFO;
- (f) agrees to comply with the terms of this CAFO; and
- (g) waives any rights or defenses that Respondent has or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial, and waives any right to challenge the lawfulness of the Final Order accompanying the CAFO.

22. In accordance with 40 C.F.R. § 22.5, the individuals named in the certificate of service are authorized to receive service related to this proceeding and the Parties agree to receive service by electronic means.

VII. TERMS OF PAYMENT

23. Respondent agrees to a civil penalty in the amount of **\$13,966** ("Assessed Penalty"), to be paid within thirty (30) calendar days after the Effective Date of this CAFO.

24. Respondent shall pay the Assessed Penalty and any interest, fees, and other charges due using any method, or combination of appropriate methods, as provided on the EPA website: <https://www.epa.gov/financial/makepayment>. For additional instructions see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>. However, for any payments made after September 30, 2025, and in accordance with the March 25, 2025

Executive Order on Modernizing Payments To and From America's Bank Account, Respondent shall pay using one of the electronic payments methods listed on EPA's How to Make a Payment website and will not pay with a paper check.

25. When making a payment, Respondent shall:

- (a) Identify every payment with Respondent's name and the docket number of this CAFO, Docket No. **CAA-04-2025-0301(b)**,
- (b) Concurrently with any payment or within 24 hours of any payment, serve proof of such payment to the following persons:

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 4
r4_regional_hearing_clerk@epa.gov

and

Jordan Noles, Case Development Officer
Air Enforcement Branch
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 4
noles.jordan@epa.gov

and

U.S. Environmental Protection Agency
Cincinnati Finance Center
Via electronic mail to:
CINWD_AcctsReceivable@epa.gov

"Proof of payment" means, as applicable, a copy of the check, confirmation of credit card or debit card payment, or confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to EPA requirements, in the amount due, and identified with the appropriate docket number and Respondent's name.

26. Interest, Charges, and Penalties on Late Payments. Pursuant to 42 U.S.C. § 7413(d)(5), 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to timely pay any portion of the Assessed Penalty per this CAFO, the entire unpaid balance of the Assessed Penalty and all accrued interest shall become immediately due and owing, and EPA is authorized to recover the following amounts.

- (a) Interest. Interest begins to accrue from the Effective Date. If the Assessed Penalty is paid in full within thirty (30) calendar days, interest accrued is waived. If the Assessed Penalty

is not paid in full within thirty (30) calendar 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. Per 42 U.S.C. § 7413(d)(5), interest will be assessed pursuant to 26 U.S.C. § 6621(a)(2), that is the IRS standard underpayment rate, equal to the Federal short-term rate plus 3 percentage points.

(b) Handling Charges. The United States' enforcement expenses including, but not limited to, attorneys' fees and costs of handling collection.

(c) Late Payment Penalty. A ten percent (10%) quarterly non-payment penalty.

27. 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 per this CAFO, EPA may take additional actions. Such actions 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 EPA or engaging in programs EPA sponsors or funds, per 40 C.F.R. § 13.17.

(d) Request that the Attorney General bring a civil action in the appropriate district court to enforce the Final Order and recover the full remaining balance of the Assessed Penalty, in addition to interest and the amounts described above, pursuant to 42 U.S.C. § 7413(d)(5). In any such action, the validity, amount, and appropriateness of the Assessed Penalty and Final Order shall not be subject to review.

28. 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.

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

30. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, EPA is required to annually send to the Internal Revenue Service (“IRS”) a completed IRS Form 1098-F (“Fines, Penalties, and Other Amounts”) with respect to any court order or settlement agreement (including administrative settlements), that requires 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). Respondent’s 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. To provide EPA with sufficient information to enable it to fulfill these obligations, Respondent shall complete the following actions as applicable:

- 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 Division Region 4 contact, Jessica Henderson (Henderson.Jessica@epa.gov), on or before the date that Respondent’s penalty payment is due, pursuant to Paragraph 23 of this CAFO, and EPA recommends encrypting IRS Form W-9 email correspondence.
- d. In the event that Respondent has certified in its completed IRS Form W-9 that it does not yet have a TIN but has applied for a TIN, Respondent shall provide EPA’s Cincinnati Finance Division with Respondent’s TIN, via email, within five (5) days of Respondent’s receipt of a TIN issued by the IRS.

VIII. SUPPLEMENTAL ENVIRONMENTAL PROJECT

31. In response to the alleged violations of CAA Section 112(r) and in settlement of this matter, although not required by CAA Section 112(r) or any other federal, state or local law, Respondent agrees to implement a supplemental environmental project (SEP).
32. Respondent shall complete an Emergency Planning and Preparedness SEP consisting of the purchase and donation of emergency response equipment to the River Falls Volunteer Fire Department, Andalusia Fire Department, and Opp Fire Department. The SEP is more specifically described in Appendix A and incorporated herein by reference.

33. Respondent shall spend no less than \$52,372 on implementing the SEP. Respondent shall include documentation of the expenditures made in connection with the SEP as part of the SEP Completion Report. If Respondent's implementation of the SEP as described in Appendix A does not expend the full amount set forth in this paragraph, and if EPA determines that the amount remaining reasonably could be applied toward the purchase of additional emergency response equipment, Respondent will purchase and provide additional emergency response equipment to one or more of the emergency response organizations identified in Appendix A.
34. Respondent shall complete the SEP by the deadline(s) in Appendix A.
35. SEP Recipients.
- (a) Respondent has selected River Falls Volunteer Fire Department, Andalusia Fire Department, and Opp Fire Department (SEP Recipients) to receive the SEP donations of emergency response equipment.
36. The EPA had no role in the selection of any SEP implementer, SEP recipient, or specific equipment identified in the SEP, nor shall this CAFO be construed to constitute EPA approval or endorsement of any SEP implementer, SEP recipient, or specific equipment identified in this CAFO.
37. The SEP is consistent with applicable EPA policy and guidelines, specifically EPA's 2015 Update to the 1998 Supplemental Environmental Projects Policy, (March 10, 2015). The SEP advances at least one of the objectives of the CAA Section 112(r), Prevention of Accidental Releases, and the implementing regulations contained in 40 C.F.R. Part 68 Chemical Accident Prevention Provisions, by helping to reduce risks to the public associated with potential chemical accidents by better equipping the River Falls Volunteer Fire Department, Andalusia Fire Department, and Opp Fire Department to respond to such accidents. The SEP is not inconsistent with any provision of either CAA Section 112(r) or 40 C.F.R. Part 68. The SEP relates to the alleged violations and is designed to reduce the adverse impact to public health and/or the environment to which the alleged violations contribute, specifically reducing risks from potential chemical accidents by better equipping the SEP Recipients to respond to any chemical accident.
38. Respondent certifies the truth and accuracy of each of the following:
- a. That all cost information provided to the EPA in connection with the EPA's approval of the SEP is complete and accurate at the time it was provided and that the Respondent in good faith estimates that the cost to implement the SEP exceeds \$52,372;
 - b. That Respondent will not include administrative costs, or costs of employee oversight of the implementation of the SEP, in calculating the amount it spent to implement the SEP;
 - c. That, as of the date of executing this CAFO, Respondent 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;
- d. That 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;
 - e. That Respondent has not received and will not have received credit for the SEP in any other enforcement action;
 - f. That Respondent will not receive reimbursement for any portion of the SEP from another person or entity;
 - g. That 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;
 - h. That Respondent is not a party to any open federal financial assistance transaction that is funding or could fund the same activity as the SEP; and
 - i. That Respondent has inquired of 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 Recipient that it is not a party to such a transaction.

39. Any public statement, oral or written, in print, film, or other media, made by Respondent or representative of Respondent making reference to the SEP from the date of its execution of this CAFO 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 alleged violations of the federal laws."

40. SEP Completion Report.

- a. Respondent shall submit a SEP Completion Report to EPA no later than 30 calendar days after donation of equipment to the SEP Recipients. The SEP Completion Report shall contain the following information, with supporting documentation:
 - i. A detailed description of the SEP as implemented, including dates;
 - ii. A description of any operating problems encountered in implementing the SEP and the solutions thereto;
 - iii. Itemized costs;
 - iv. Certification, as set forth in the next paragraph, that the SEP has been fully implemented pursuant to the provisions of this CAFO; and
 - v. A description of the environmental and public health benefits resulting from implementation of the SEP (with a quantification of the benefits and pollutant reductions, if feasible).
- b. Respondent agrees that failure to submit a SEP Completion Report that meets the requirements of this paragraph, shall be a violation of this CAFO and Respondent shall become liable for stipulated penalties as set forth herein.
- c. Respondent shall submit all notices and reports required by this CAFO to Jordan Noles at noles.jordan@epa.gov.
- 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.

41. Respondent shall submit the following certification in the SEP Completion Report, signed by a responsible corporate official:

I certify that I have examined and am familiar with the information in the SEP Completion Report, including all attachments. Based on my direct knowledge or personal inquiry of those individuals with direct knowledge or primary responsibility for implementing the SEP, I certify that the SEP has been fully implemented pursuant to the provisions of this CAFO and that the information in the SEP Completion Report, including all attachments, to the best of my knowledge and belief, is true and complete. I am aware that there are significant penalties for knowingly submitting false statements and information including the possibility of fines or imprisonment.

42. After receipt of the SEP Completion Report, EPA will notify the Respondent, in writing, regarding: (a) any deficiencies in the SEP Completion Report itself, along with a grant of an additional thirty (30) calendar days for Respondent to correct any deficiencies, (b) indicate that EPA concludes that the project has been completed satisfactorily, or (c) determine that the project has not been completed satisfactorily and seek stipulated penalties as set forth herein.

43. Stipulated Penalties:

- a. Except as provided in subparagraphs (b) and (c) below, for each calendar day the Respondent fails to meet a SEP requirement by the deadline(s) in Appendix A, the following stipulated penalties shall apply:
 - i. \$500 per calendar day for days 1-15;
 - ii. \$1,000 per calendar day for days 16 – 30; and
 - iii. \$2,500 per calendar day for 31st day and beyond.
- b. If Respondent fails to submit a SEP Completion Report meeting the requirements of Paragraph 40, Respondent shall pay a stipulated penalty in the amount of \$500 for each calendar day after the report was originally due, until a SEP Completion Report meeting the requirements of Paragraph 40, is submitted.
- c. If Respondent does not satisfactorily complete the SEP, including spending the minimum amount on the SEP, as set forth herein, Respondent shall pay a stipulated penalty to the United States in the amount of \$57,609. “Satisfactory completion” of the SEP is defined as Respondent spending no less than \$52,372 and donating equipment described in

Appendix A to the SEP Recipients. The determination of whether the SEP has been satisfactorily completed shall be in the sole discretion of EPA.

- d. Stipulated penalties in subparagraphs (a) and (b) above shall begin to accrue on the calendar day after performance is due and shall continue to accrue through the final calendar day of the completion of the activity.

- 44. Respondent shall pay stipulated penalties not more than fifteen (15) calendar days after receipt of written demand by EPA for such penalties. Method of payment shall be in accordance with the provisions of Paragraph 24 herein. The Respondent shall send proof of payment in accordance with Paragraph 25 herein.
- 45. The EPA may, in its unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due under this CAFO.

IX. EFFECT OF CAFO

- 46. In accordance with 40 C.F.R. § 22.18(c), Respondent's full compliance with this CAFO shall only resolve Respondent's liability for federal civil penalties for the violations and facts specifically alleged above.
- 47. Full payment of the civil penalty, as provided in Section VII (Terms of Payment) and completion of the SEP as provided in Section VIII, shall satisfy the requirements of this CAFO; but, 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. 40 C.F.R. § 22.18(c).
- 48. Any violation of this CAFO may result in a civil judicial action for civil penalties as provided in Section 113(b) of the Act, 42 U.S.C. § 7413(b), as well as criminal sanctions as provided in Section 113(c) of the Act, 42 U.S.C. § 7413(c). EPA may use any information submitted under this CAFO in an administrative, civil judicial, or criminal action.
- 49. Nothing in this CAFO shall relieve Respondent of the duty to comply with all applicable provisions of the Act and other federal, state, or local laws or statutes, nor shall it restrict EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit, except as expressly provided herein.
- 50. Nothing herein shall be construed to limit the power of EPA to undertake any action against Respondent or any person in response to conditions that may present an imminent and substantial endangerment as provided under the Act.
- 51. The terms, conditions, and compliance requirements of this CAFO may not be modified or amended except upon the written agreement of both Parties, and approval of the Regional Judicial Officer, except that the Regional Judicial Officer need not approve written

agreements between the Parties modifying the SEP schedules described in Appendix A. The Director of Enforcement and Compliance Assurance Division shall have the authority to extend the deadlines in Appendix A for good cause.

52. The provisions of this CAFO shall apply to and be binding upon Respondent and its successors and assigns. Respondent shall direct its officers, directors, employees, agents, trustees, and authorized representatives to comply with the provisions of this CAFO.
53. Any change in the legal status of the Respondent, or change in ownership, partnership, corporate or legal status relating to the Facility, will not in any way alter Respondent's obligations and responsibilities under this CAFO.
54. By signing this Consent Agreement, Respondent acknowledges that this CAFO will be available to the public and agrees that this CAFO does not contain any confidential business information or personally identifiable information.
55. By signing this Consent Agreement, the Complainant and the undersigned representative of Respondent each certify that he or she is fully authorized to execute and enter into the terms and conditions of this CAFO and has the legal capacity to bind the party he or she represents to this CAFO.
56. By signing this Consent Agreement, both Parties agree that each party's obligations under this CAFO constitute sufficient consideration for the other party's obligations.
57. By signing this Consent Agreement, Respondent certifies that the information it has supplied concerning this matter was at the time of submission, and continues to be, true, accurate, and complete for each such submission, response, and statement. Respondent acknowledges that there are significant penalties for submitting false or misleading information, including the possibility of fines and imprisonment for knowing submission of such information, under 18 U.S.C. § 1001.
58. EPA also reserves the right to revoke this CAFO and settlement penalty if and to the extent that EPA finds, after signing this CAFO, that any information provided by Respondent was materially false or inaccurate at the time such information was provided to EPA. If such false or inaccurate material was provided, EPA reserves the right to assess and collect any and all civil penalties for any violation described herein. EPA shall give Respondent notice of its intent to revoke, which shall not be effective until received by Respondent in writing.
59. It is the intent of the Parties that the provisions of this CAFO are severable. If any provision or authority of this CAFO or the application of this CAFO to any party or circumstances is held by any judicial or administrative authority to be invalid or unenforceable, the application of such provisions to other parties or circumstances and the remainder of the CAFO shall remain in force and shall not be affected thereby.

60. Unless specifically stated otherwise in this CAFO, each party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding.

X. EFFECTIVE DATE

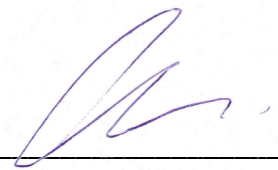
61. This CAFO shall become effective after execution of the Final Order by the Regional Judicial Officer, on the date of filing with the Hearing Clerk.

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Complainant and Respondent will Each Sign on Separate Pages

The foregoing Consent Agreement in the matter of **Arclin USA LLC, Docket No. CAA-04-2025-0301(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:



Signature

August 8, 2025

Date

Printed Name: Christopher Adams

Title: Chief Legal Officer

Address: 1150 Sanctuary Parkway, Suite 100, Alpharetta, GA 30009

The foregoing Consent Agreement in the matter of **Arclin USA LLC, Docket No. CAA-04-2025-0301(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR COMPLAINANT:

Keriema S. Newman
Director
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 4

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4

In the Matter of:

Arclin USA LLC,

Respondent.

Docket No. **CAA-04-2025-0301(b)**

FINAL ORDER

The Regional Judicial Officer is authorized to ratify this Consent Agreement which memorializes a settlement between Complainant and Respondent. 40 C.F.R. §§ 22.4(b) and 22.18(b)(3). The foregoing Consent Agreement is, therefore, hereby approved, ratified and incorporated by reference into this Final Order in accordance with 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.

The Respondent is hereby ORDERED to comply with all of the terms of the foregoing Consent Agreement effective immediately upon filing of this Consent Agreement and Final Order with the Regional Hearing Clerk. This Final Order disposes of this matter pursuant to 40 C.F.R. §§ 22.18 and 22.31.

BEING AGREED, IT IS SO ORDERED.

Regional Judicial Officer

CERTIFICATE OF SERVICE

I certify that the foregoing Consent Agreement and Final Order, in the matter of **Arclin USA LLC**, **Docket No. CAA-04-2025-0301(b)**, were filed and copies of the same were emailed to the Parties as indicated below.

Via email to all Parties at the following email addresses:

To Respondent: Chris Adams, Chief Legal Officer and Corporate Secretary
Arclin USA LLC
Chris.Adams@arclin.com
1150 Sanctuary Pkwy, Suite 100
Alpharetta, GA 30009
(801) 580-2753

To EPA: Jordan Noles, Case Development Officer
noles.jordan@epa.gov
(404) 562-9105

Lucia Mendez, Attorney-Advisor
Mendez.lucia@epa.gov
(404) 562-9637

r4_regional_hearing_clerk@epa.gov

Appendix A

Supplemental Environmental Project for Arclin USA LLC

The Respondent will purchase and donate the following equipment to the SEP Recipients no later than six months from the Effective Date of this CAFO:

SEP Recipient	SEP Description	Specific Type of Item (Quantity)
River Falls Volunteer Fire Department	Purchase of fire nozzles, storm response, and rescue equipment	ES-100-28-20v Storm Surge Series Spreader (1) ESLC-30-20V Storm Surge Series Cutter (1) ER-40-20V Storm Surge Series Ram (1) Storm Surge Ram Base Extension Kit (1) Bulldog Brackets Rescue Tool Mounting Bracket (3) Akron Nozzle, ProVenger FG, 1.5", Fixed, PG, 150 @100 (3) Super Vac 18" Battery PPV Dewalt, 2 Battery Charger (1) Team Equipment K12 Bundle: contains one K12FD9 saw, one QC330 quick charger, two BLi 300 batteries (1) Key Fire Hose, 1.75" x 50' (4)
Andalusia Fire Department	Purchase of battery powered fans for ventilation	Super Vac 16" Battery PPV Milwaukee, 2 Battery Charger (1)
Opp Fire Department	Purchase of 3 Level A Hazardous Material response suits (DuPont)	Encapsulated Suit, L, Lime Yellow (1) Encapsulated Suit XL, Lime Yellow (1) Encapsulated Suit 2XL, Lime Yellow (1)