

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 1

**FILED**

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**U.S. EPA REGION 1  
HEARING CLERK**

In the Matter of:

Inland Fuel Terminals, Inc.

and

Inland Intermodal, LLC,

Respondents.

Proceeding under Section 113(d) of the Clean  
Air Act

Docket No. CAA-01-2026-0028

**CONSENT AGREEMENT  
AND FINAL ORDER**

**A. PRELIMINARY STATEMENT**

1. The issuance of this Consent Agreement ("Consent Agreement") and attached Final Order ("Final Order"), in accordance with 40 C.F.R. § 22.13(b), simultaneously commences and concludes an administrative penalty assessment proceeding brought under Section 113(d) of the Clean Air Act ("CAA"), 42 U.S.C. § 7413(d), and Sections 22.13 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 40 C.F.R. Part 22.

2. Complainant is the United States Environmental Protection Agency, Region 1 ("EPA").

3. Respondents are Inland Fuel Terminals, Inc. and Inland Intermodal, LLC ("Respondents").

4. Complainant and Respondents, having agreed that settlement of this action is in the public interest, consent to the entry of this consent agreement and the attached final order without adjudication of any issues of law or fact herein, and Respondents agree to comply with the terms of this Consent Agreement and Final Order ("CAFO").

#### **B. JURISDICTION**

5. This Consent Agreement is entered into under Sections 113(a)(3)(A) and (d) of the CAA, as amended, 42 U.S.C. §§ 7413(a)(3)(A) and (d), and the Consolidated Rules, 40 C.F.R. Part 22.

6. EPA and the United States Department of Justice jointly determined that this matter, although it involves alleged violations that occurred more than one year before the initiation of this proceeding, is appropriate for an administrative penalty assessment in accordance with 42 U.S.C. § 7413(d)(1) and 40 C.F.R. § 19.4 (containing the inflation adjustment for the administrative penalty cap set out in 42 U.S.C. § 7413(d)(1)).

7. The Regional Judicial Officer is authorized to ratify this CAFO, which memorializes a settlement between Complainant and Respondents. 40 C.F.R. §§ 22.4(b) and 22.18(b).

#### **C. STATUTORY AND REGULATORY AUTHORITY**

8. Section 112(r)(7) of the CAA, 42 U.S.C. § 7412(r)(7), authorizes EPA to promulgate regulations and programs to prevent and minimize the consequences of accidental releases of certain regulated substances. The promulgated regulations are found at 40 C.F.R. Part 68 and are generally known as the "RMP Rules."

9. The RMP Rules list the regulated substances ("RMP chemicals") at 40 C.F.R. § 68.130. This list identifies propane as an RMP chemical with a threshold quantity of 10,000 pounds.
10. A "process" is defined by 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.
11. Pursuant to 40 C.F.R. § 68.10, each process in which a regulated substance is present in more than a threshold quantity ("covered process") is subject to one of three risk management programs. A covered process is subject to Program 3 if the process does not meet the eligibility requirements for Program 1 and is either in a specified NAICS code or subject to the Occupational Safety and Health Administration ("OSHA") process safety management ("PSM") standard at 29 C.F.R. § 1910.119.
12. Pursuant to 40 C.F.R. § 68.12(a) and (d), the owner or operator of a stationary source with a process subject to Program 3 requirements must, among other tasks, submit a Risk Management Plan ("RMP"), develop a management system to implement the risk management program, and implement the release prevention requirements of 40 C.F.R. §§ 68.65-87.
13. Under 40 C.F.R. § 68.10, an owner or operator of a stationary source that has more than a threshold quantity of a regulated substance in a process must comply with the requirements of Part 68 by no later than the latest of the following dates: (a) June 21, 1999; (b) three years after the date on which a regulated substance is first listed under 40 C.F.R.

§ 68.130; or (c) the date on which a regulated substance is first present above a threshold quantity in a process.

14. Sections 113(a) and (d) of the CAA, 42 U.S.C. §§ 7413(a) and (d), allow EPA to assess civil penalties for violations of CAA and regulations promulgated thereunder, including CAA Section 112(r)(1) and the RMP Rules at 40 C.F.R. Part 68. Pursuant to Section 113(d)(1) of the CAA, the Debt Collection Improvement Act of 1996 (as amended in 2015, 31 U.S.C. § 3701), and EPA regulations set out at 40 C.F.R. Part 19, EPA currently may assess penalties of up to \$57,617 per day for each violation.

#### **D. GENERAL ALLEGATIONS**

15. Respondent Inland Fuel Terminals, Inc. ("Inland Fuel") operates bulk petroleum product facilities in New England, including a facility located at 370 South Main Street in Plymouth, Connecticut ("Plymouth Facility").

16. Respondent Inland Intermodal, LLC ("Inland Intermodal") owns the Plymouth Facility.

17. The Plymouth Facility imports and stores liquified petroleum gas (propane). Propane is received on-site via rail car and transferred to one of six 90,000-gallon storage tanks. Propane is then transferred via underground piping to one of two transport loading skids, where material can be loaded into up to four tank trucks at a time. The Plymouth Facility also has the capability to load storage tanks by truck.

18. The Plymouth Facility began operations in 2015. The property is bordered by undeveloped properties to the north, a rail line and undeveloped properties to the west, residential properties to the east, and commercial properties to the south.

19. Respondent Inland Intermodal, LLC is a limited liability company, while Inland Fuel is a corporation. Both Respondents are organized under the laws of the State of Connecticut and each company has indicated in its business filings that its principal place of business is located at 154 Admiral Street in Bridgeport, Connecticut.

20. Each Respondent is a “person” within the meaning of Section 302(e) of the CAA, 42 U.S.C. § 7602(e), against whom an administrative penalty order may be issued under Section 113(a)(3) of the CAA, 42 U.S.C. § 7413(a)(3).

21. The Plymouth Facility is a “stationary source” from which an “accidental release” could occur, as those terms are defined at Sections 112(r)(2)(C) and (2)(A) of the CAA and in 40 C.F.R. § 68.3, respectively.

22. Respondents use propane in a “process,” as defined by 40 C.F.R. § 68.3. The Plymouth Facility usually receives product to fill the bulk storage tanks via railcar, although it also has the capacity to load the storage tanks by truck.

23. According to the Plymouth Facility’s RMP submitted on June 16, 2020, it stores 4,056,570 pounds of propane onsite (the “Propane Process”).

24. Accordingly, the Propane Process at the Plymouth Facility is a “covered process” subject to the RMP provisions of Part 68.

25. The endpoint for a worst-case release of the amount of propane used in the Propane Process is *greater* than the distance to a public receptor.

26. Additionally, the Process is subject to OSHA’s PSM requirements at 29 C.F.R. § 1910.119 because it uses propane in an amount over the threshold quantity of 10,000 pounds. See 29 C.F.R. § 1910.119(a)(1)(ii).

27. Therefore, in accordance with 40 C.F.R. § 68.10(a) and (g)-(i), Respondents' use, storage, and handling of propane at the Plymouth Facility is subject to the requirements of RMP Program 3.

28. On April 6, 2023, EPA visited the Plymouth Facility ("Inspection") and reviewed documents to assess Respondents' compliance with the General Duty Clause of CAA § 112(r), the RMP Rules, and EPCRA § 302–312.

29. On July 25, 2023, EPA issued Inland Fuel an EPA's Notice of Potential Violation and Information Request Pursuant to the Clean Air Act. Inland Fuel provided a response to the Information Request on August 22, 2023.

#### **E. ALLEGED VIOLATIONS**

##### **Count 1: Failure to Submit a Timely Risk Management Plan**

30. Complainant realleges and incorporates by reference Paragraphs 1 through 29 of this document.

31. Under 40 C.F.R. §§ 68.10(a) and 68.12, an owner or operator of a stationary source subject to Part 68 must comply with the requirements of 40 C.F.R. Part 68 and submit an RMP no later than the latest of the following dates: (a) June 21, 1999; (b) three years after the date on which a regulated substance is first listed under 40 C.F.R. § 68.130; or (c) the date on which a regulated substance is first present above a threshold quantity in a process. Forty C.F.R. §§ 68.150-69.185 set out the required elements of the RMP.

32. Inland Fuel indicated in the Information Request response that the fixed propane tank onsite has held propane in excess of 10,000 pounds at the Plymouth Facility since some time in 2015. Respondents did not file an RMP for the Plymouth Facility until June 16, 2020.

33. The Parties entered into an agreement tolling the statute of limitations on May 29, 2025, that preserved a claim for penalties for this Count.

34. Accordingly, by failing to timely submit an RMP for the Propane Process, Respondents violated 40 C.F.R. §§ 68.10(a) and 68.12, and Section 112(r)(7)(E) of the CAA, 42 U.S.C. § 7412(r)(7)(E).

**Count 2: Failure to Comply with Safety Information Requirements**

35. Complainant realleges and incorporates by reference Paragraphs 1 through 34 of this document.

36. Pursuant to 40 C.F.R. § 68.65(a), the owner or operator of a Program 3 process is required, among other things, to compile written process safety information before completing the Process Hazard Analysis. This includes documenting information pertaining to the hazards of the RMP chemical in the process and information pertaining to the technology and equipment of the process, under 40 C.F.R. §§ 68.65(c) and (d). Pursuant to 40 C.F.R. §§ 68.65(d)(2) and (3), the owner or operator must document that the equipment complies with recognized and generally accepted good engineering practices (known as “RAGAGEP”) and document that any equipment designed according to outdated standards is designed, maintained, inspected, tested, and operated in a safe manner.

37. At the time of Inspection, as described in more detail in Attachment A, Respondents had not documented that the equipment complied with RAGAGEP and that equipment designed according to outdated standards was designed, maintained, inspected, tested, and operated in a safe manner.

38. Specifically, among other things, shutoff buttons in multiple locations had conflicting or ambiguous signage and inadequate grounding in multiple areas created a hazard in the event of a leak.

39. Accordingly, by failing to compile the necessary information about the equipment of the Process, including by documenting that the Propane Process complied with recognized and generally accepted good engineering practices, Respondents violated 40 C.F.R. § 68.65 and Section 112(r)(7)(E) of the CAA, 42 U.S.C. § 7412(r)(7)(E).

**Count 3: Failure to Comply with Program 3 Operating Procedures Requirements**

40. Complainant realleges and incorporates by reference Paragraphs 1 through 39 of this document.

41. Pursuant to 40 C.F.R. § 68.69, the owner or operator of a Program 3 process is required to develop and implement written operating procedures that provide instructions or steps for safely conducting activities associated with the covered process, consistent with the process safety information. These operating procedures must address steps for each operating phase, operating limits, safety and health considerations, and safety systems. The owner or operator must make these procedures available to employees involved in the process, keep them up-to-date with current practices, and certify annually that they are current. The owner or operator must also develop and implement safe work practices to control hazards during specific operations.

42. Inland Fuel provided operating procedures for three actions involved with the Propane Process in its Information Request Response. Two of them, "Transport/Bobtail Offloading Procedures" and "Transport/Bobtail Loading Procedures" did not include all of the

required elements. Specifically, the provided operating procedures lacked steps for some of the operating phases (temporary, emergency, shutdown, startup following shutdown), discussion of operating limits including consequences of deviation and how to correct or avoid deviation, safety and health considerations, and safety systems. To the extent that some of the missing elements existed in other Facility documents, the operating procedures lacked clear cross-reference to those locations.

43. Accordingly, by failing to comply with the operating procedures requirements, Respondents violated 40 C.F.R. § 68.69 and Section 112(r)(7)(E) of the CAA, 42 U.S.C. § 7412(r)(7)(E), for the Propane Process.

**Count 4: Failure to Comply with Program 3 Mechanical Integrity Requirements**

44. Complainant realleges and incorporates by reference Paragraphs 1 through 43 of this document.

45. Pursuant to 40 C.F.R. § 68.73, the owner or operator of a Program 3 process must establish and implement written procedures to maintain the ongoing integrity of certain process equipment and train employees accordingly. The owner or operator must train each employee involved in maintaining the ongoing integrity of process equipment in the procedures applicable to the employee's job task. Inspections and testing procedures shall follow RAGAGEP, and the frequency of inspections and tests shall be consistent with manufacturer's recommendations and good engineering practices, or more frequently if needed based on prior operating experience. The owner or operator must also document the inspections or tests on process equipment, correct deficiencies, assure that any new equipment is suitable for the

process application, perform checks to ensure that equipment is installed properly, and assure that maintenance materials and spare parts are suitable for the process application.

46. As described in Attachment A, Respondents had not performed the necessary testing of some of its process equipment, did not prepare and implement adequate written mechanical integrity procedures, in that four hoses in the truck unloading area were marked with June 2019 pressure inspection dates. This exceeded the requirement to inspect hoses in LP service annually.

47. Also as described in Attachment A, Respondents had not maintained the mechanical integrity of the Process equipment by correcting deficiencies that are outside of acceptable limits (as defined by the process safety information in 40 C.F.R. § 68.65) before continuing to use the equipment, or in a safe and timely manner when necessary means are taken to ensure safe operation. Deficiencies included signs of accelerated rusting where corrosion protection paint was not applied to portions of propane piping at the point of piping support.

48. Accordingly, by failing to comply with the Program 3 mechanical integrity requirements, Respondents violated 40 C.F.R. § 68.73 and Section 112(r)(7)(E) of the CAA, 42 U.S.C. § 7412(r)(7)(E), for the Propane Process.

**Count 5: Failure to Comply with Program 3 Management of Change Requirements**

49. Complainant realleges and incorporates by reference Paragraphs 1 through 48 of this document.

50. Pursuant to 40 C.F.R. § 68.75, the owner or operator of a Program 3 process must establish and implement written procedures to manage changes (except for “replacements in

kind”) to process chemicals, technology, equipment, and procedures, and changes to stationary sources that could affect the covered process. Forty C.F.R. § 68.75 also includes requirements for training, updating process safety information, and updating operating procedures.

51. At the time of the Inspection, Respondents had not implemented management of change procedures to manage changes to the Propane Process at the Plymouth Facility.

52. Accordingly, by not implementing sufficient management of change procedures, Respondents violated the management of change requirements of 40 C.F.R. § 68.75 and Section 112(r)(7)(E) of the CAA, 42 U.S.C. § 7412(r)(7)(E), for the Propane Process.

#### **F. TERMS OF CONSENT AGREEMENT**

53. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), each Respondent:

- (a) admits that the EPA has jurisdiction over the subject matter alleged in this CAFO;
- (b) neither admits nor denies the specific factual allegations contained in this CAFO;
- (c) consents to the assessment of a civil penalty as stated below;
- (d) consents to the issuance of any specified compliance or corrective action order;
- (e) consents to the conditions specified in this CAFO;
- (f) consents to any stated Permit Action;
- (g) waives any right to contest the alleged violations of law set forth in Section D of this CAFO; and
- (h) waives its rights to appeal the Final Order accompanying this Consent Agreement.

54. For the purpose of this proceeding, each 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 and all remedies, claims for relief and otherwise available rights to judicial or administrative review that Respondents may have with respect to any issue of fact or law set forth in this CAFO, including any right of judicial review under Section 307(b)(1) of the Clean Air Act, 42 U.S.C. § 7607(b)(1);
- (d) consents to personal jurisdiction in any action to enforce this Consent Agreement or Final Order, or both, in the United States District Court for the District of Connecticut;
- (e) waives any rights it may possess at law or in equity to challenge the authority of the EPA to bring a civil action in a United States District Court to compel compliance with the Consent Agreement or Final Order, or both, and to seek an additional penalty for such noncompliance, and agrees that federal law shall govern in any such civil action; and
- (f) 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 consent agreement.

55. Except as provided by Paragraph 62, Respondents certify that they have corrected the violations alleged in this CAFO and are currently in compliance with 40 C.F.R. Part 68 at the Plymouth Facility.

56. Pursuant to Sections 113(d)(2)(B) and (e) of the CAA, 42 U.S.C. § 7413(d)(2)(B) and (e), and taking into account the relevant statutory penalty criteria, the applicable penalty policy, and Respondents' cooperation in agreeing to perform the non-penalty obligations in this CAFO, EPA has determined that it is fair and proper to assess a civil penalty of \$126,000 for the violations alleged in this matter. Respondents consent to the issuance of this CAFO and consent for purposes of settlement to:

- (a) pay the civil penalty cited in Paragraph 57, below; and
- (b) come into compliance with 40 C.F.R. Part 68, as described in Paragraph 62 below.

#### **Penalty Payment**

57. Respondents agree to:

- (c) pay the civil penalty of \$126,000 ("EPA Penalty") within 30 calendar days of the Effective Date of this CAFO;
- (d) pay the EPA 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> and identifying every payment with "Docket No. CAA-01-2026-0028." **Do not pay the penalty until receiving a copy of the fully executed CAFO.** Within 24 hours of payment of the EPA Penalty, email proof of payment ("proof of payment" means, as applicable, a copy of the check, confirmation of credit card or debit card payment,

confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to the EPA requirements, in the amount due, and identified with "Docket No. CAA-01-2026-0028") to:

- i. Christine Foot at [foot.christine@epa.gov](mailto:foot.christine@epa.gov);
- ii. The Regional Hearing Clerk at [R1\\_Hearing\\_Clerk\\_Filings@epa.gov](mailto:R1_Hearing_Clerk_Filings@epa.gov); and
- iii. EPA's finance office at [CINWD\\_AcctsReceivable@epa.gov](mailto:CINWD_AcctsReceivable@epa.gov).

**58. 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 Respondents fail to timely pay any portion of the EPA Penalty per this CAFO, the entire unpaid balance of the EPA 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 EPA Penalty is paid in full within thirty (30) days, interest accrued is waived. If the EPA Penalty is not paid in full within thirty (30) days, interest will continue to accrue until any unpaid portion of the EPA Penalty as well as any interest, penalties, and other charges are paid in full. Per 42 U.S.C. § 7524(c)(6), 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.

**59. Late Penalty Actions.** In addition to the amounts described in the prior Paragraph, if Respondents fail to timely pay any portion of the EPA Penalty per this CAFO, EPA may take additional actions. Such actions include, but are not limited to, the following:

- (a) Refer the debt to a credit reporting agency or a collection agency pursuant to 42 U.S.C. § 7413(d)(5), 40 C.F.R. §§ 13.13, 13.14, and 13.33;
- (b) Collect the debt by administrative offset (i.e., the withholding of money payable by the United States to, or held by the United States for, a person to satisfy the debt the person owes the Government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, 40 C.F.R. Part 13, Subparts C and H;
- (c) Suspend or revoke Respondents' licenses or other privileges or suspend or disqualify Respondents from doing business with the EPA or engaging in programs the EPA sponsors or funds, 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 EPA Penalty, in addition to interest and the amounts described above, pursuant to 42 U.S.C. § 7413(d)(5). In any such collection action, the validity, amount, and appropriateness of the penalty shall not be subject to review.

**60. Tax ID Number.** Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, EPA is required to send to the Internal Revenue Service ("IRS") annually, a completed IRS Form 1098-F ("Fines, Penalties, and Other Amounts") with respect to any court order or settlement agreement (including administrative settlements), that require a payor to pay an aggregate

amount that EPA reasonably believes will be equal to, or in excess of, \$50,000 for the payor's violation of any law or the investigation or inquiry into the payor's potential violation of any law, including amounts paid for "restitution or remediation of property" or to come "into compliance with a law." EPA is further required to furnish a written statement, which provides the same information provided to the IRS, to each payor (i.e., a copy of IRS Form 1098-F). Failure to comply with providing IRS Form W-9 or Tax Identification Number ("TIN"), as described below, may subject Respondents 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, each Respondent shall complete the following actions as applicable.

- (a) Each 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) Each 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) Each Respondents shall email its completed Form W-9s to EPA's Cincinnati Finance Division at [chalifoux.jessica@epa.gov](mailto:chalifoux.jessica@epa.gov), within 30 days after the Final Order ratifying this CAFO, and EPA recommends encrypting IRS Form W-9 in email correspondence; and
- (d) In the event that a Respondent has certified in its completed IRS Form W-9s that it does not yet have a TIN but has applied for a TIN, Respondent shall provide

EPA's Cincinnati Finance Center with Respondent's TIN, via email, within five (5) days of Respondent's receipt of a TIN issued by the IRS.

#### **Non-Penalty Conditions**

61. As a condition of settlement, Respondents agree to come into compliance with 40 C.F.R. Part 68, as described in paragraph 62 below.

#### **Compliance Measures**

62. Respondents agree to take the following actions to correct the violations cited above in Counts 1 through 5. By 90 days after the effective date of this CAFO, Respondents shall submit to EPA written confirmation of compliance or noncompliance with the required action (accompanied by a copy of appropriate supporting documentation, including documentation of costs). Any notice of noncompliance shall state the reasons for the noncompliance and when compliance is expected. Notice of noncompliance will in no way excuse the noncompliance unless EPA agrees otherwise in writing or approves a delay. Actions:

- (a) Ensure piping in the propane designated area is properly labeled, per the allegations in Count 2 and as described in Attachment A;
- (b) Ensure adequate and clear labeling on shutoff buttons in all locations, per the allegations in Count 2 and as described in Attachment A; and
- (c) Revise the "Transport/Boat Tail Offloading Procedures" and "Transport/Boat Tail Loading Procedures" to include all required RMP elements (specifically, steps for some of the operating phases (temporary, emergency, shutdown, startup following shutdown), discussion of operating limits including consequences of deviation and how to correct or avoid deviation, safety and health

considerations, and safety systems) and/or provide clear cross-reference where the missing information may be found in other Facility documents, per the allegations in Count 3.

**63. Notifications.**

- (a) Submissions required by this CAFO shall be emailed to Christine Foot at [foot.christine@epa.gov](mailto:foot.christine@epa.gov).
- (b) EPA will send all written communications to the following representative(s) for Respondents: Peter Russell at [russellp@santaenergy.com](mailto:russellp@santaenergy.com).
- (c) All documents submitted to EPA in the course of implementing this CAFO shall be available to the public unless identified as confidential by Respondents pursuant to 40 C.F.R. Part 2 Subpart B, and determined by EPA to merit treatment as confidential business information in accordance with applicable law.

**Stipulated Penalties**

64. Respondents' failure to comply with each of the provisions in Paragraphs 61 through 63, above ("the Non-Penalty Conditions") shall become liable for stipulated penalties as set forth below.

65. In the event that Respondents fail to satisfactorily complete all provisions related to the compliance provisions as described above in Paragraphs 61 through 63, Respondents shall be liable for stipulated penalties in the following amounts: \$500 per day for the first fifteen (15) days of such violation; \$1,000 per day for the sixteenth (16th) through 30th days of such violation; and \$1,500 per day for each day of violation thereafter. The determination of

whether the compliance requirements have been satisfactorily completed shall be in the sole discretion of EPA.

66. Respondent shall pay stipulated penalties not more than fifteen (15) days after receipt of written demand by EPA for such penalties. The method of payment shall be in accordance with the provisions of Paragraph 57, above. Interest and late charges shall be paid as stated in Paragraph 58.

**67. Collection of Unpaid Stipulated Penalty for Failure to Perform Non-Penalty Conditions.** Pursuant to 31 U.S.C. § 3717, EPA is entitled to assess interest and penalties on debts owed to the United States and a charge to cover the cost of processing and handling a delinquent claim. In the event that Respondents fail to timely pay any portion of the stipulated penalty relating to the performance of the Non-Penalty Conditions, the penalty shall be payable, plus accrued interest, without demand. Interest shall be payable at the rate of the United States Treasury tax and loan rate in accordance with 31 C.F.R. § 901.9(b)(2) and shall accrue from the original date on which the penalty was due to the date of payment. In addition, a penalty charge of six percent per year will be assessed on any portion of the debt which remains delinquent more than ninety (90) days after payment is due. Should assessment of the penalty charge on the debt be required, it will be assessed as of the first day payment is due under 31 C.F.R. § 901.9(d). In any such collection action, the validity, amount, and appropriateness of the penalty shall not be subject to review.

68. EPA may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due under this CAFO.

## **G. ADDITIONAL PROVISIONS**

69. 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 Manager of the Waste & Chemical Compliance Section of EPA-Region 1's Enforcement and Compliance Assurance Division may approve written agreements modifying schedules for the compliance Conditions in Paragraphs 61 through 63.

70. Respondents agree that the time period from the Effective Date of this CAFO until all of the Conditions specified in Paragraphs 61 through 63 are completed (the "Tolling Period") shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by Complainant on any claims (the "Tolled Claims") set forth in Section E of this CAFO. Respondents shall not assert, plead, or raise in any fashion, whether by answer, motion or otherwise, any defense of laches, estoppel, or waiver, or other similar equitable defense based on the running of any statute of limitations or the passage of time during the Tolling Period in any action brought on the Tolled Claims.

71. The provisions of this CAFO shall apply to and be binding upon Respondents and their successors and assigns. From the Effective Date of this CAFO until the end of the Tolling Period, as set out in Paragraph 70, above, Respondents must give written notice and a copy of this CAFO to any successors in interest prior to any transfer of ownership or control of any portion of or interest in the Plymouth Facility. Simultaneously with such notice, Respondents shall provide written notice of such transfer, assignment, or delegation to the EPA. In the event of any such transfer, assignment, or delegation, Respondents shall not be released from the

obligations or liabilities of this CAFO unless the EPA has provided written approval of the release of said obligations or liabilities.

72. By signing this CAFO, Respondents acknowledge 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.

73. By signing this CAFO, the undersigned representative of Complainant and the undersigned representative of each Respondent certifies 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.

74. By signing this CAFO, all parties agree that each party's obligations under this CAFO and EPA's compromise of statutory maximum penalties constitute sufficient consideration for the other party's obligations.

75. By signing this CAFO, each Respondent certifies that the information it has supplied concerning this matter was at the time of submission, to Respondents' knowledge, true, accurate, and complete for each such submission, response, and statement. Respondents acknowledge that there are significant penalties for knowingly and willfully submitting false or misleading information, including the possibility of fines and imprisonment for knowing submission of such information, under 18 U.S.C. § 1001.

76. Complainant and Respondents, by entering into this CAFO, each consent to accept digital signatures hereupon. Respondents further consent to accept electronic service of the fully executed CAFO, by email, at [russellp@santaenergy.com](mailto:russellp@santaenergy.com). Respondents understand that this email address may be made public when the CAFO and Certificate of Service are filed and

uploaded to a searchable database. Complainant has provided Respondent with a copy of the EPA Region 1 Regional Judicial Officer's Authorization of EPA Region 1 Part 22 Electronic Filing System for Electronic Filing and Service of Documents Standing Order, dated June 19, 2020. Electronic signatures shall comply with and be maintained in accordance with that Order.

**H. EFFECT OF CONSENT AGREEMENT AND ATTACHED FINAL ORDER**

77. In accordance with 40 C.F.R. § 22.18(c), completion of the terms of this CAFO resolves only Respondents' liability for federal civil penalties for the violations specifically alleged above.

78. This CAFO constitutes a settlement by EPA of all claims for civil penalties pursuant to Section 113(d) of the CAA for the violations alleged herein. Compliance with this CAFO shall not be a defense to any other actions subsequently commenced pursuant to federal laws and regulations administered by EPA for matters not addressed in this CAFO, and it is the responsibility of Respondents to comply with all applicable provisions of federal, state, or local law.

79. The civil penalty under this CAFO, and any interest, nonpayment penalties, and charges described in or paid pursuant to any penalty collection action arising from this CAFO, shall represent penalties assessed by EPA within the meaning of 26 U.S.C. § 162(f) and are not tax deductible for purposes of federal, state or local taxes. Accordingly, Respondents agree to treat all payments made pursuant to this CAFO as penalties within the meaning of 26 C.F.R. § 1.162-21, and further agrees not to use these payments in any way as, or in furtherance of, a tax deduction under federal, state, or local law.

80. This CAFO constitutes the entire agreement and understanding of the parties and supersedes any prior agreements or understandings, whether written or oral, among the parties with respect to the subject matter hereof.

81. Any violation of this CAFO may result in a civil judicial action for an injunction or civil penalties as provided in Section 113(b)(2) of the CAA, 42 U.S.C. § 7413(b)(2), as well as criminal sanctions as provided in Section 113(c) of the CAA, 42 U.S.C. § 7413(c). The EPA may use any information submitted under this CAFO in an administrative, civil judicial, or criminal action.

82. Nothing in this CAFO shall relieve Respondents of the duty to comply with all applicable provisions of the CAA and other federal, state, or local laws or statutes. Nor shall it restrict the EPA's authority to seek compliance with any applicable laws or regulations, or be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit.

83. EPA 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 Respondents was materially false or inaccurate at the time such information was provided to EPA, and EPA reserves the right to assess and collect any and all civil penalties for any violation described herein. EPA shall give Respondents notice of its intent to revoke, which shall not be effective until received by Respondents in writing.

84. This CAFO in no way relieves Respondents or their employees of any criminal liability, and EPA reserves all its other criminal and civil enforcement authorities, including the authority to seek injunctive relief and the authority to undertake any action against

Respondents in response to conditions which may present an imminent and substantial endangerment to the public health, welfare, or the environment.

85. Except as qualified by Paragraphs 58 and 59 (overdue penalty collection) and Paragraphs 64 through 66 (stipulated penalties), each party shall bear its own costs and fees in this proceeding including attorney's fees. Respondents specifically waive any right to recover such costs from EPA pursuant to the Equal Access to Justice Act, 5 U.S.C. § 504, or other applicable laws.

**I. EFFECTIVE DATE**

86. Respondents and Complainant agree to issuance of the attached Final Order. This CAFO shall become effective after execution of the Final Order by the Regional Judicial Officer on the date of filing with the Regional Hearing Clerk. Upon filing, the Regional Hearing Clerk will transmit a copy of the filed CAFO to Respondents.

FOR RESPONDENTS:

  
\_\_\_\_\_  
Peter Russell, Chief Executive Officer  
Inland Fuel Terminals, Inc.

12.12.25  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Peter Russell, Member  
Inland Intermodal, LLC

12.12.25  
\_\_\_\_\_  
Date

**FOR COMPLAINANT:**

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**James Chow, Director**  
**Enforcement and Compliance Assurance Division**  
**U.S. Environmental Protection Agency, Region 1**

**FINAL ORDER**

Pursuant to 40 C.F.R. §§ 22.18(b) and (c) of EPA's Consolidated Rules of Practice and Sections 113(d)(1) and (d)(2)(B) of the Clean Air Act, 42 U.S.C. §§ 7413(d)(1) and (d)(2)(B), the foregoing Consent Agreement resolving this matter is incorporated by reference into this Final Order and is hereby ratified. Respondents are ordered to comply with all terms of the Consent Agreement, in the manner indicated. The terms of the Consent Agreement will become effective on the date it is filed with the Regional Hearing Clerk.

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Michael J. Knapp  
Regional Judicial Officer