

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 6
1201 Elm Street, Suite 500
Dallas, Texas 75270**

In the Matter of	§	
	§	
International-Matex Tank Terminals LLC,	§	Docket No. CAA-06-2024-3335
	§	
	§	
Respondent.	§	

CONSENT AGREEMENT AND FINAL ORDER

Preliminary Statement

The U.S. Environmental Protection Agency, Region 6 (“EPA” or “Complainant”), and International-Matex Tank Terminals LLC (“Respondent”) have agreed to a settlement of this action before the filing of a complaint, and thus this action is simultaneously commenced and concluded pursuant to Rules 22.13(b) and 22.18(b)(2) of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits, 40 C.F.R. §§ 22.13(b) and 22.18(b)(2).

Jurisdiction

1. This proceeding is an administrative action for the assessment of civil penalties instituted pursuant to Section 113(d) of the Clean Air Act (“CAA”), 42 U.S.C. § 7413(d).
2. This Consent Agreement and Final Order serves as notice that the EPA has reason to believe that Respondent has violated the General Duty Clause of the CAA, pursuant to Section 112(r)(1) of the Act, 42 U.S.C. § 7412(r)(1). Furthermore, this Consent Agreement and Final Order serves as notice pursuant to Section 113(d)(2)(A) of the CAA, 42 U.S.C. §

7413(d)(2)(A), and 40 C.F.R. § 22.34, of the EPA's intent to issue an order assessing penalties for these violations.

Parties

3. Complainant is the Director of the Enforcement and Compliance Assurance Division of EPA, Region 6, as duly delegated by the Administrator of the EPA and the Regional Administrator, EPA, Region 6.

4. Respondent is International-Matex Tank Terminals LLC, a corporation incorporated in the state of Delaware and conducting business in the state of Louisiana.

Statutory and Regulatory Background

5. On November 15, 1990, the President signed into law the CAA Amendments of 1990. The Amendments added Section 112(r) to Title I of the CAA, 42 U.S.C. § 7412(r). The objective of Section 112(r) is to prevent the accidental release and to minimize the consequences of any such release of any substance listed pursuant to Section 112(r)(3) of the CAA, 42 U.S.C. § 7412(r)(3), or any other extremely hazardous substance.

6. Pursuant to Section 112(r)(1) of the CAA, 42 U.S.C. § 7412(r)(1), commonly referred to as the General Duty Clause, owners and operators of stationary sources producing, processing, handling or storing substances listed pursuant to Section 112(r)(3) of the CAA, 42 U.S.C. § 7412(r)(3), or any other extremely hazardous substance, have a general duty in the same manner and the same extent as the Occupational Safety and Health Act, 29 U.S.C. § 654 et. seq., to identify hazards which may result from accidental releases using appropriate hazard assessment techniques, to design and maintain a safe facility, taking such steps as are necessary to prevent releases, and to minimize the consequences of accidental releases which

do occur.

7. Section 112(r)(3) of the CAA, 42 U.S.C. § 7412(r)(3), requires the Administrator to promulgate a list of regulated substances which, in the case of an accidental release, are known to cause or may reasonably be anticipated to cause death, injury, or serious adverse effects to human health or the environment. Section 112(r)(5) of the CAA, 42 U.S.C. § 7412(r)(5), that requires that the Administrator to establish a threshold quantity for any substance listed pursuant to Section 112(r)(3) of the CAA, 42 U.S.C. § 7412(r)(3). The list of regulated substances and respective threshold quantities is codified at 40 C.F.R. § 68.130.

8. Section 113(d) of the CAA, 42 U.S.C. § 7413(d), states that the Administrator may issue an administrative order against any person assessing a civil administrative penalty of up to \$25,000 per day of violation whenever, on the basis of any available information, the Administrator finds that such person has violated or is violating any requirement or prohibition of Section 112(r) of the CAA, 42 U.S.C. § 7412(r), and its implementing regulations. The Debt Collection Improvement Act of 1996, 31 U.S.C. § 3701, as amended, and the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015, 28 U.S.C. § 2461, and implementing regulations at 40 C.F.R. Part 19, increased these statutory maximum penalties to \$37,500 for violations that occurred before November 2, 2015, and to \$57,617 for violations that occur after November 2, 2015, and are assessed after December 27, 2023.

Definitions

9. Section 302(e) of the CAA, 42 U.S.C. § 7602(e), defines “person” to include any individual, corporation, partnership, association, State, municipality, political subdivision of a State, and any agency department, or instrumentality of the United States and any officer,

agent, or employee thereof.

10. Section 112(r)(2)(A) of the CAA, 42 U.S.C. § 7412(r)(2)(A), defines “accidental release” as an unanticipated emission of a regulated substance or other extremely hazardous substance into the ambient air from a stationary source.

11. Section 112(r)(2)(C) of the CAA, 42 U.S.C. § 7412(r)(2)(C), defines “stationary source,” in part, as any buildings, structures, equipment, installations or substance-emitting stationary activities which belong to the same industrial group, which are located on one or more contiguous properties, which are under the control of the same person (or persons under common control), and from which an accidental release may occur.

12. The term “extremely hazardous substance” means an extremely hazardous substance within the meaning of Section 112(r)(1) of the CAA, 42 U.S.C. § 7412(r)(1). Such substances include any chemical which may, as a result of short-term exposures associated with releases to the air, cause death, injury, or property damage due to its toxicity, reactivity, flammability or corrosivity.¹ The term includes, but is not limited to, regulated substances listed in Section 112(r)(3), 42 U.S.C. § 7412(r)(3), and 40 C.F.R. 68.130. Also, the release of any substance that causes death or serious injury because of its acute toxic effect or as a result of an explosion or fire or that causes substantial property damage by blast, fire, corrosion, or other reaction would create a presumption that such substance is extremely hazardous.²

¹ Senate Committee on Environment and Public Works, Clean Air Act Amendments of 1989, Sen. Report No. 228, 101st Congress, 1st Session 211 (1989).

² Id.

EPA Findings of Fact and Conclusions of Law

13. Respondent is, and at all times referred to herein was, a “person” as defined by Section 302(e) of the CAA, 42 U.S.C. § 7602(e).

14. Respondent is the owner and operator of a facility located at: 11842 River Road, St. Rose, Louisiana, 70087 (the “Facility”).

15. Pursuant to Section 114 of the CAA, 42 U.S.C. § 7414, the EPA conducted an inspection of the Facility from July 10-13, 2023, to determine Respondent’s compliance with Section 112(r) of the CAA, 42 U.S.C. § 7412(r), and 40 C.F.R. Part 68 (the “Inspection”). During the inspection, EPA determined that IMTT did not have an RMP-listed / regulated chemical on site at the Facility and the inspection was focused on compliance with Section 112(r) of the CAA, 42 U.S.C. § 7412(r).

16. On February 13, 2024, the EPA sent Respondent a Notice of Potential Violation and Opportunity to Confer letter. On March 7, 2024, the EPA responded to the documentation and information received from Respondent as a result of the opportunity to confer and articulated the EPA’s position concerning Respondent’s compliance with Section 112(r) of the CAA, 42 U.S.C. § 7412(r).

17. The Facility is a “stationary source” pursuant to Section 112(r)(2)(C) of the CAA, 42 U.S.C. § 7412(r)(2)(C).

18. Respondent operates a bulk liquid storage facility and offers a full range of heating, blending, and product services. Various products such as vegetable oil, chemicals, and petroleum products are received into tanks for storage and transferred out of the Facility at the direction of customers. Some of the petroleum products may be considered flammable and so,

as a result, Respondent processes, handles, stores, and transfers out flammable materials at the Facility.

19. The flammable materials found in tanks at IMTT may, as a result of short-term exposures associated with releases to the air, cause death, injury, or property damage due to its flammability or volatility. Accordingly, the flammable material is an “extremely hazardous substance,” within the meaning of the General Duty Clause of Section 112(r)(1) of the CAA, 42 U.S.C. § 7412(r)(1).

20. From the time Respondent first produced, processed, handled, or stored an extremely hazardous substance at the Facility, Respondent was subject to the requirements of the General Duty Clause in Section 112(r)(1) of the CAA, 42 U.S.C. § 7412(r)(1).

EPA Findings of Violation

21. The facts stated in the EPA Findings of Fact and Conclusions of Law above are herein incorporated.

22. Complainant hereby states and alleges that Respondent has violated the CAA and federal regulations promulgated thereunder as follows:

Count 1 – General Duty Clause (identify hazards)

23. The CAA Section 112(r)(1), 42 U.S.C. § 7412(r)(1), imposes a general duty on the owners and operators of stationary sources producing, processing, handling, or storing [a chemical in 40 C.F.R. Part 68 or any other extremely hazardous substance] to identify hazards which may result from (such) releases using appropriate hazard assessment techniques.

24. Respondent failed to identify hazards which may result from accidental releases using appropriate hazard assessment techniques, in the following respects: Respondent did not

conduct appropriate hazard assessments such as internal, external, or ultrasonic testing (UT) to detect any deficiencies/abnormalities on several pieces of equipment; Respondent failed to fully develop and maintain safe work practices to provide for the control of hazards during operations, such as lockout/tagout, confined space entry, and opening process equipment; hot work was not performed in accordance with the facility's "Hot Work Policy (30003)"; and Respondent did not identify and control residual flammable material in one its tanks by identifying the content of the tanks accurately.

25. Respondent's failure to identify and control hazards which may result from such releases using appropriate hazard assessment techniques is a violation of Section 112(r)(1) of the CAA, 42 U.S.C. § 7412(r)(1).

Count 2 – General Duty Clause (minimize consequences)

26. CAA Section 112(r)(1), 42 U.S.C. § 7412(r)(1), imposes a general duty on the owners and operators of stationary sources producing, processing, handling, or storing [a chemical in 40 C.F.R. Part 68 or any other extremely hazardous substance] to minimize the consequences of accidental releases which do occur.

27. Respondent failed to minimize the consequences of accidental releases which do occur due to a lack of comprehensive emergency response planning, in the following respects: Respondent's emergency response plan did not anticipate the type of release that occurred at Tank N-22; Respondent's fire suppression system malfunctioned due to a valve failure; and contractors were required to self-rescue due to the explosion and fire and were injured/hospitalized in the process.

28. Respondent's failure to minimize the consequences of accidental releases which

do occur, by failing to prepare a comprehensive emergency response plan, resulted in the injury and hospitalization of contractors and is a violation of Section 112(r)(1) of the CAA, 42 U.S.C. § 7412(r)(1).

CONSENT AGREEMENT

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

Respondent:

- a. admits the jurisdictional allegations set forth herein;
- b. neither admits nor denies the specific factual allegations stated herein;
- c. consents to the assessment of a civil penalty, as stated herein;
- d. consent to the performance of the Supplemental Environmental Project (SEP) set forth herein;
- e. consents to any conditions specified herein;
- f. consents to any stated Permit Action;
- g. waives any right to contest the allegations set forth herein; and
- h. waives its rights to appeal the Final Order accompanying this Consent Agreement.

30. Respondent consents to the issuance of this Consent Agreement and Final Order and consents for the purposes of settlement to the payment of the civil penalty specified herein.

31. Respondent and EPA agree to conciliate this matter without the necessity of a formal hearing and to bear their respective costs and attorneys' fees.

Penalty Payment

32. Respondent agrees to pay a civil penalty in the amount of Twenty-Three Thousand Five Hundred Sixty-Eight Dollars and Fifty-Four Cents (\$23,568.54) (“Assessed Penalty”) within thirty (30) days after the date the Final Order ratifying this Agreement is filed with the Regional Hearing Clerk (“Filing Date”).

33. 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/make-payment>. For additional instructions see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>.

34. When making a payment, Respondent shall:

- a. Identify every payment with Respondent’s name and the docket number of this Agreement, CAA-06-2024-3335.
- b. Concurrently with any payment or within 24 hours of any payment,

Respondent shall serve proof of such payment to the following person(s):

Lorena S. Vaughn
Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 6
1201 Elm Street, Suite 500 (ORC)
Dallas, Texas 75270-2102
vaughn.lorena@epa.gov; and

Aimee Boss
Enforcement and Compliance Assurance Division
Waste and Chemical Enforcement Branch
U.S. Environmental Protection Agency, Region 6
1201 Elm Street, Suite 500 (ECDSC)
Dallas, Texas 75270-2101
boss.aimee@epa.gov

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.

35. Interest, Charges, and Penalties on Late Payments. Pursuant to 42 U.S.C. § 7413(d)(5), if Respondent fails to timely pay the full amount of the Assessed Penalty per this Agreement, EPA is authorized to recover, in addition to the amount of the unpaid Assessed Penalty, 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 large corporate 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 EPA’s costs of processing and handling overdue debts. If Respondent fails to pay the Assessed Penalty in accordance with this Agreement, EPA will assess a charge to cover the costs of handling any unpaid amounts for the first thirty

(30) day period after the Filing Date. Additional handling charges will be assessed every 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. Any such amounts will accrue from the Filing Date.

36. 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, 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. Refer this matter to the United States Department of Justice for litigation and collection, per 40 C.F.R. § 13.33.

37. 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.

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

Supplemental Environmental Project

39. In response to the alleged violations of the CAA and in settlement of this matter, although not required by the CAA or any other federal, state, or local law, Respondent agrees to implement a supplemental environmental project (SEP), as described below in paragraph 40 and in Appendix A.

40. Respondent shall complete a Pollution Prevention SEP consisting of the installation of 15 Varec Model 221 Emergency Pressure Relief Manway Covers (Model 221) on 8 - 15 fixed roof storage tanks. The SEP is more specifically described in Appendix A and incorporated herein by reference.

41. Respondent shall spend no less than One Hundred Fifty Thousand Dollars (\$150,000.00) 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 installation of additional Model 221s on additional tanks, Respondent will identify the tanks, purchase the Modell 221s, and install them on the selected tanks.

42. Respondent shall complete the SEP within three hundred sixty-five (365) days from the effective date of this Consent Agreement and Final Order.

43. SEP Implementer. Respondent will implement and is responsible for the SEP.

- a. The EPA had no role in the selection of any specific equipment identified in the SEP, nor shall this Consent Agreement and Final Order be construed to constitute EPA approval or endorsement of any specific equipment identified in this Consent Agreement and Final Order.

44. 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 by reducing air emissions by up to four percent from IMTT's fixed roof tanks, thereby protecting and enhancing the Nation's air resources and protecting human health and the environment. The SEP is not inconsistent with any provision of the CAA. The SEP relates to the alleged violations, and is designed to reduce:

- a. The likelihood that similar releases will occur in the future by reducing emissions from tanks;
- b. The adverse impact to public health and/or the environment to which the alleged violations contribute, specifically by reducing emissions from fixed

roof tanks with Model 221s by up to four percent; and

- c. The overall risk to public health and/or the environment potentially affected by the alleged violations by preventing potentially unsafe pressure build-ups inside fixed roof tanks and by reducing overall emissions.

45. Respondent certifies as to the truth and accuracy of each of the following:

- a. That all cost information provided to EPA in connection with EPA's approval of the SEPs is complete and accurate and that Respondent in good faith estimates that the cost to implement the SEP is One Hundred Fifty Thousand Dollars (\$150,000.00).
- b. That, as of the date of executing this Consent Agreement and Final Order, Respondent is not required to perform or develop the SEP by any federal, state, or local law or regulation and are not required to perform or develop the SEP by agreement, grant, or as injunctive relief awarded in any other action in any forum.
- c. 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 Consent Agreement and Final Order.
- d. That Respondent will not receive credit for the SEP in any other enforcement action.
- e. That Respondent will not receive reimbursement for any portion of the SEP from another person or entity.
- f. 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.

- g. Respondent is not a party to any open federal financial assistance transaction that is funding or could fund the same activity as the SEP described in Appendix A.
- h. That Respondent has inquired of the SEP implementer whether it is 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 implementer that it is not a party to such a transaction.

46. Any public statement, oral or written, in print, film, or other media, made by Respondent or a representative of Respondent making reference to the SEP under this Consent Agreement and Final Order from the date of its execution of this Consent Agreement and Final Order 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."

47. SEP Report.

- a. Respondent shall submit a SEP Completion Report to EPA within thirty (30) days of completion of each SEP. The SEP (Completion) Report shall contain the following information, with supporting documentation:
 - i. A detailed description of the SEP as implemented;
 - ii. A description of any operating problems encountered and the solutions thereto;

- iii. Itemized costs;
 - iv. Certification that the SEP has been fully implemented pursuant to the provisions of this Consent Agreement and Final Order; 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 the SEP Completion Report required by subsection (a) above shall be deemed a violation of this Consent Agreement and Final Order and Respondents shall become liable for stipulated penalties pursuant to paragraph 49 below.
- c. Respondents shall submit all notices and reports required by this Consent Agreement and Final Order to Aimee Boss at boss.aimee@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.

48. EPA acceptance of the SEP Report.
- a. After receipt of the SEP Completion Report described in paragraph 47 above, EPA will, in writing to the Respondent, either:
 - i. Identify any deficiencies in the SEP Completion Report itself along with a grant of an additional thirty (30) days for Respondent to correct any deficiencies; or
 - ii. Indicate that EPA concludes that the project has been completed satisfactorily; or
 - iii. Determine that the project has not been completed satisfactorily and seek stipulated penalties in accordance with paragraph 49 herein.
 - b. If EPA elects to exercise option (i) above, i.e., if the SEP Report is determined to be deficient but EPA has not yet made a final determination about the adequacy of SEP completion itself, Respondent may object in writing to the notification of deficiency given pursuant to this paragraph within ten (10) days of receipt of such notification. EPA and Respondent shall have an additional thirty (30) days from the receipt by EPA of the notification of objection to reach agreement on changes necessary to the SEP Report. If agreement cannot be reached on any such issue within this thirty (30) day period, EPA shall provide a written statement of its decision on adequacy of the completion of the SEP to Respondent, which decision shall be final and binding upon Respondent.
49. Stipulated Penalties.

- a. Except as provided in subparagraphs (b) and (c) below, if Respondent fails to satisfactorily complete the requirements regarding the SEP specified in Appendix A by the deadline in paragraph 42, Respondent agrees to pay, in addition to the civil penalty in paragraph 32, the following per day per violation stipulated penalty for each day the Respondent is late meeting the applicable SEP requirement:
 - i. \$250 per day for days 1-30.
 - ii. \$300 per day for days 31-60.
 - iii. \$500 per day for days 61 or more.

- b. If Respondent fails to timely submit the SEP report referred to in paragraph 47, in accordance with the timelines set forth in this Consent Agreement and Final Order, Respondent agrees to the following per day stipulated penalty for each day after the report was due until Respondent submits the reports in their entirety:
 - i. \$100 per day for days 1-30.
 - ii. \$150 per day for days 31-60.
 - iii. \$300 per day for days 61 or more.

- c. If Respondent does not satisfactorily complete the SEP, including spending the minimum amount on the SEP set forth in paragraph 41 above, Respondent shall pay a stipulated penalty to the United States in the amount of One Hundred Seventy-Two Thousand Five Hundred Dollars (\$172,500.00).
“Satisfactory completion” of the SEP is defined as Respondent spending no

less than \$150,000.00 to install 15 Varec Model 221 Emergency Pressure Relief Manway Covers (Model 221) on 8 - 15 fixed roof storage tanks within three hundred sixty-five (365) days of the Effective Date of this Consent Agreement and Final Order. The determination of whether the SEP has been satisfactorily completed shall be in the sole discretion of EPA.

- d. EPA retains the right to waive or reduce a stipulated penalty at its sole discretion.
- e. 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 34 above. Interest and late charges shall be paid as stated in paragraph 35.

Dispute Resolution

50. If Respondent objects to any decision or directive of EPA, Respondent shall notify the following persons in writing of its objections, and the basis for those objections, within fifteen (15) calendar days of receipt of EPA's decision or directive:

Manager, Chemical Accident Enforcement Section
Enforcement and Compliance Assurance Division
U.S. EPA - Region 6
1201 Elm St, Suite 500
Dallas, TX 75270-2101

Manager, RCRA & Toxics Enforcement Branch
Office of Regional Counsel
U.S. EPA - Region 6
1201 Elm St., Suite 500
Dallas, TX 75270-2101

- 51. The Chemical Accident Enforcement Section Manager ("Manager") or his

designee, and Respondent shall then have an additional fifteen (15) calendar days from receipt by EPA of Respondent's written objections to attempt to resolve the dispute. If an agreement is reached between the Manager and Respondent, the agreement shall be reduced to writing and signed by the Manager and Respondent and incorporated by reference into this Consent Agreement and Final Order.

52. If no agreement is reached between the Manager and Respondent within that time period, the dispute shall be submitted to the Director of the Enforcement and Compliance Assurance Division (Division Director) or his designee. The Division Director and Respondent shall then have a second 15-day period to resolve the dispute. If an agreement is reached between the Division Director and Respondent, the resolution shall be reduced to writing and signed by the Division Director and the Respondent and incorporated by reference into this Consent Agreement and Final Order. If the Division Director and Respondent are unable to reach agreement within this second 15-day period, the Division Director shall provide a written statement of EPA's decision to Respondent, which shall be binding upon Respondent and incorporated by reference into the Consent Agreement and Final Order.

Modification

53. The terms, conditions, and compliance requirements of this Consent Agreement and Final Order may not be modified or amended except upon the written agreement of all 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 this Consent Agreement and Final Order. The Chemical Accident Enforcement Section Manager shall have the authority to extend the deadlines in this Consent Agreement

and Final Order for good cause.

Effect of Settlement and Reservation of Rights

54. Full payment of the penalty proposed in this Consent Agreement shall only resolve Respondent's liability for federal civil penalties for the violations alleged herein. Complainant reserves the right to take any enforcement action with respect to any other violations of the CAA or any other applicable law.

55. The effect of settlement described in the immediately preceding paragraph is conditioned upon the accuracy of Respondent's representations to the EPA, as memorialized in the paragraph directly below.

56. Respondent certifies by the signing of this Consent Agreement that it is presently in compliance with all requirements of Section 112(r) of the CAA, 42 U.S.C. § 7412(r).

57. Full payment of the penalty proposed in this Consent Agreement shall not in any case affect the right of the Agency or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law. This Consent Agreement and Final Order does not waive, extinguish, or otherwise affect Respondent's obligation to comply with all applicable provisions of the CAA and regulations promulgated thereunder.

58. Complainant reserves the right to enforce the terms and conditions of this Consent Agreement and Final Order.

General Provisions

59. By signing this Consent Agreement, the undersigned representative of Respondent certifies that it is fully authorized to execute and enter into the terms and conditions of this Consent Agreement and has the legal capacity to bind the party it represents

to this Consent Agreement.

60. This Consent Agreement shall not dispose of the proceeding without a final order from the Regional Judicial Officer or Regional Administrator ratifying the terms of this Consent Agreement. This Consent Agreement and Final Order shall be effective upon filing of the Final Order by the Regional Hearing Clerk for EPA, Region 6. Unless otherwise stated, all time periods stated herein shall be calculated in calendar days from such date.

61. The terms, conditions and requirements of this Consent Agreement and Final Order may not be modified or amended unless agreed to in writing between the EPA and Respondent and filed with the Regional Hearing Clerk.

62. The penalty specified herein shall represent civil penalties assessed by EPA and shall not be deductible for purposes of Federal, State, and local taxes.

63. This Consent Agreement and Final Order shall apply to and be binding upon Respondent and Respondent's agents, successors and/or assigns. Respondent shall ensure that all contractors, employees, consultants, firms, or other persons or entities acting for Respondent with respect to matters included herein comply with the terms of this Consent Agreement and Final Order.

64. The EPA and Respondent agree to the use of electronic signatures for this matter pursuant to 40 C.F.R. § 22.6. The EPA and Respondent further agree to electronic service of this Consent Agreement and Final Order by email to the following:

To EPA: *george.elizabeth.a@epa.gov*

To Respondent: *john.king@bswllp.com*

RESPONDENT:
INTERNATIONAL-MATEX TANK TERMINALS LLC

Date: 06/05/24

Signature

Traci Johnson

Print Name

Vice President - EHSS

Title

COMPLAINANT:
U.S. ENVIRONMENTAL PROTECTION AGENCY

Date: _____

Cheryl T. Seager

Director

Enforcement and

Compliance Assurance Division

U.S. EPA, Region 6

FINAL ORDER

Pursuant to Section 113(d) of the CAA, 42 U.S.C. § 7413(d), and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits, 40 C.F.R. Part 22, the foregoing Consent Agreement resolving this matter is hereby ratified and incorporated by reference into this Final Order.

Respondent is ORDERED to comply with all of the terms of the Consent Agreement. In accordance with 40 C.F.R. § 22.31(b), the effective date of the foregoing Consent Agreement and this Final Order is the date on which this Final Order is filed with the Regional Hearing Clerk.

This Final Order shall resolve only those causes of action alleged in the Consent Agreement. Nothing in this Final Order shall be construed to waive, extinguish, or otherwise affect Respondent's (or its officers, agents, servants, employees, successors, or assigns) obligation to comply with all applicable federal, state, and local statutes and regulations, including the regulations that were the subject of this action.

IT IS SO ORDERED.

Thomas Rucki
Regional Judicial Officer

Date

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Consent Agreement and Final Order was filed with me, the Regional Hearing Clerk, U.S. EPA, Region 6, 1201 Elm Street, Dallas, Texas 75270-2102, and that I sent a true and correct copy on this day in the following manner to the addresses:

Copy via Email to Complainant, EPA:

george.elizabeth.a@epa.gov

Copy via Email to Respondent:

john.king@bswllp.com
John King
Breazeale, Sachse & Wilson, L.L.P.
301 Main Street, Suite 2300
Baton Rouge, Louisiana 70801

Regional Hearing Clerk
U.S. EPA, Region 6

Appendix A

Supplemental Environmental Project – Pollution Prevention

IMTT will spend \$150,000 over a 1-year period to prevent pollution (air emissions) at their source (storage tanks). IMTT will install 15 Varec Model 221 Emergency Pressure Relief Manway Covers (Model 221) on 8 - 15 fixed roof storage tanks, resulting in the prevention of up to four percent of IMTT's annual air emissions from these types of tanks.

IMTT has a series of fixed roof tanks at the Facility. These tanks store volatile materials and are equipped with standard free air vents (FAV), as set forth in and allowed by current permits. During tank loading operations and during the normal course of a day (in which temperatures rise and then fall), volatilized materials are forced out of the tank through the FAV, resulting in air emissions and odors. Passing wind can also create a temporary vacuum effect as it passes through the FAV, drawing out more vapor.

The Model 221 is designed to provide emergency venting of low-pressure storage tanks, such as the fixed roof tanks at the Facility. It also provides vacuum relief. The Model 221 will be installed on the fixed roof storage tanks (some tanks need one vent while others need two) and set for pressure and vacuum relief. These settings prevent the escape of any volatile materials until the pressure builds inside the tank to the pre-established pressure set point. Once vented to less than the pre-established pressure set point, the Model 221 seals the vent, preventing any additional volatile materials to vent to the atmosphere. The vacuum prevents volatile materials from being 'pulled' out, or flowing out, of the tank as wind flows over and through the FAV. The Model 221, when closed, will also prevent the escape of vapor otherwise drawn-out by-passing wind. The FAVs will be sealed off, preventing any escape of volatile materials.

The installation of Model 221 is related to the alleged violations. Installing emergency pressure relief valves and preventing the release of unnecessary air emissions is rationally related to the General Duty Clause requirement to take such steps as are necessary to prevent releases. Additionally, the installation of the Model 221 is not required by any regulation or permit.