

EPA ENFORCEMENT ACCOUNTS RECEIVABLE CONTROL NUMBER FORM FOR ADMINISTRATIVE ACTIONS

This form was originated by Wanda I. Santiago for William D. Chin 4/28/17
Name of Case Attorney Date

in the ORC (RAA) at 918-1113
Office & Mail Code Phone number

Case Docket Number CAA-01-2016-0074, RCRA-01-2016-0075

Site-specific Superfund (SF) Acct. Number _____

This is an original debt This is a modification

Name and address of Person and/or Company/Municipality making the payment:

Chem Art Company
11 New England Way
Lincoln, RI 02865

Total Dollar Amount of Receivable \$ 221,326 Due Date: 5/28/17

SEP due? Yes No Date Due _____

Installment Method (if applicable)

INSTALLMENTS OF:
1st \$ _____ on _____
2nd \$ _____ on _____
3rd \$ _____ on _____
4th \$ _____ on _____
5th \$ _____ on _____

For RHC Tracking Purposes:

Copy of Check Received by RHC _____ Notice Sent to Finance _____

TO BE FILLED OUT BY LOCAL FINANCIAL MANAGEMENT OFFICE:

IFMS Accounts Receivable Control Number _____

If you have any questions call: _____
in the Financial Management Office Phone Number _____



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1
5 POST OFFICE SQUARE, SUITE 100
BOSTON, MA 02109-3912

April 28, 2017

Via Hand Delivery

Wanda I. Santiago
Regional Hearing Clerk
U.S. EPA, Region 1
5 Post Office Square - Suite 100
Mail Code: ORA18-1
Boston, MA 02109-3912

RECEIVED

APR 28 2017

EPA ORC WS
Office of Regional Hearing Clerk

RE: In the Matter of: ChemArt Company
Docket Nos. CAA-01-2016-0074, RCRA-01-2016-0075

Dear Ms. Santiago:

I enclose for filing in the above-referenced matter the original and one copy of the Consent Agreement and Final Order and a Certificate of Service.

Thank you for your assistance.

Sincerely,

William D. Chin
Enforcement Counsel

Enclosures

cc: Ruth H. Silman, Esq.

In the Matter of: ChemArt Company

Docket Nos. CAA-01-2016-0074, RCRA-01-2016-0075

CERTIFICATE OF SERVICE

I hereby certify that I have caused or will cause the foregoing Consent Agreement and Final Order to be sent to the following person(s), in the manner stated:

Original and one copy,
By Hand Delivery:

Wanda I. Santiago
Regional Hearing Clerk
U.S. EPA, Region 1
5 Post Office Square - Suite 100
Mail Code: ORA18-1
Boston, MA 02109-3912

One copy, By Overnight Mail:

Ruth H. Silman
Partner
Nixon Peabody LLP
100 Summer Street
Boston, MA 02110-2131

Dated: _____

4/28/17

William D. Chin

William D. Chin
Enforcement Counsel
U.S. EPA, Region 1
5 Post Office Square
Suite 100 (OES04-4)
Boston, MA 02109-3912

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1**

In the Matter of:)	
)	
ChemArt Company)	Docket Nos.
11 New England Way)	CAA-01-2016-0074
Lincoln, RI 02865)	RCRA-01-2016-0075
)	
Respondent.)	CONSENT AGREEMENT AND FINAL ORDER
)	
Proceeding under Section 113(d))	
of the Clean Air Act, 42 U.S.C. § 7413(d),)	
and Section 3008(a) of the Resource)	
Conservation and Recovery Act,)	
42 U.S.C. § 6928(a))	

CONSENT AGREEMENT

Preliminary Statement

1. This is an administrative penalty assessment proceeding brought under Section 113(d) of the Clean Air Act (“CAA”), 42 U.S.C. § 7413(d), Section 3008(a) of the Resource Conservation and Recovery Act (“RCRA”), 42 U.S.C. § 6928(a), 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. Respondent is ChemArt Company, a corporation doing business in the State of Rhode Island. As a corporation, Respondent is a “person” as defined in Section 302(e) of the CAA, 42 U.S.C. § 7602(e), Section 1004(15) of RCRA, 42 U.S.C. § 6903(15), 40 C.F.R. § 260.10, and Rule 3.0 of the Rhode Island Consolidated Rules and Regulations for Hazardous Waste Management (the “RI Rules”).

RECEIVED
APR 28 2017
EPA ORC *WS*
Office of Regional Hearing Clerk

4. Complainant initiated this proceeding against Respondent by issuing a Complaint and Notice of Opportunity for Hearing (“Complaint”) on September 30, 2016. The Complaint alleged that Respondent had violated Section 112(r)(7) of the CAA, 42 U.S.C. § 7412(r)(7), and the federal regulations promulgated thereunder, entitled the “Chemical Accident Prevention Provisions” (the “RMP Regulations”), 40 C.F.R. Part 68. The Complaint also alleged that Respondent had violated Section 3002 of RCRA, 42 U.S.C. § 6922; the regulations promulgated thereunder found at 40 C.F.R. Part 262; Chapter 23-19.1 of the Rhode Island General Laws; and the state implementing regulations promulgated as the RI Rules, Rules 1.0 through 7.0.

5. Complainant and Respondent, having agreed that settlement of this action is in the public interest, consent to the entry of this consent agreement (“Consent Agreement” or “Agreement”) and the attached final order (“Final Order” or “Order”) without adjudication of any issues of law or fact herein. Respondent agrees to comply with the terms of this Consent Agreement and Final Order (“CAFO”). This CAFO resolves Respondent’s liability for federal civil penalties for the alleged violations of Section 112(r)(7) of the CAA, Section 3002 of RCRA, 40 C.F.R. Parts 68 and 262, and the RI Rules that were set forth in the Complaint with regard to Respondent’s facility in Lincoln, Rhode Island (the “Facility”).

6. As further delineated below, the settlement requires:
- a. the payment of a civil penalty of \$221,326; and
 - b. the performance of a supplemental environmental project to reduce: (1) the amount of chlorine stored at the Facility; (2) the likelihood

of a release of chlorine at the Facility; and (3) any subsequent damage that could ensue from such a release of chlorine.

Jurisdiction

7. This Consent Agreement is entered into under Section 113(d) of the CAA, Section 3008(a) of RCRA, and the Consolidated Rules, 40 C.F.R. Part 22.

8. EPA and the United States Department of Justice jointly determined that the alleged violations of Section 112(r)(7) of the CAA in this matter are appropriate for an administrative penalty assessment. 42 U.S.C. § 7413(d); 40 C.F.R. § 19.4.

9. 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).

Terms of Consent Agreement

10. 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 Agreement;

b. neither admits nor denies the factual allegations set forth in the Complaint;

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 the Complaint; and

f. waives its rights to appeal the Order accompanying this Agreement.

11. For the purpose of this proceeding, Respondent:

a. agrees that this Agreement states a claim upon which relief may be granted against Respondent;

b. waives any and all remedies, claims for relief and otherwise available rights to judicial or administrative review that Respondent 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 CAA, 42 U.S.C. § 7607(b)(1);

c. consents to personal jurisdiction in any action to enforce this Agreement or Order, or both, in the United States District Court for the District of Rhode Island, and

d. 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 Agreement or Order, or both, and to seek an additional penalty for such noncompliance, and agrees that federal law shall govern in any such civil action.

12. Respondent certifies that it has corrected the violations alleged in the Complaint, and is currently is in compliance with 40 C.F.R. Parts 68 and 262, and the RI Rules at the Facility.

13. Respondent consents to the issuance of this CAFO and consents for purposes of settlement to the payment of the civil penalty cited in Paragraph 14, below

and to the performance of the supplemental environmental project described in Paragraphs 16 through 31, below.

Penalty Payment

14. Respondent agrees to:

- a. pay the total civil penalty of \$221,326 (“EPA Penalty”) within 30 calendar days of the Effective Date of this Agreement;
- b. pay the EPA Penalty by remitting a check or making an electronic payment, as described below. The check or other payment shall be payable to “Treasurer of the United States” and reference “Docket Nos. CAA-01-2016-0074, RCRA-01-2016-0075.” The payment shall be remitted as follows:

If remitted by regular U.S. mail:

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

If remitted by any overnight commercial carrier:

U.S. Bank
1005 Convention Plaza
Mail Station SL-MO-C2GL
St. Louis, Missouri 63101

If remitted by wire transfer: Any wire transfer must be sent directly to the Federal Reserve Bank in New York City using the following information:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, New York 10045

Field Tag 4200 of the Fedwire message should read “D 68010727 Environmental Protection Agency”

c. within 24 hours of payment of the EPA Penalty, send proof of payment to:

Wanda I. Santiago, Regional Hearing Clerk
U.S. EPA, Region 1
5 Post Office Square, Suite 100
Mail Code ORA18-1
Boston, MA 02109-3912

and to:

William D. Chin, Enforcement Counsel
U.S. EPA, Region 1
5 Post Office Square, Suite 100
Mail Code OES04-4
Boston, MA 02109-3912

d. “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 Nos. CAA-01-2016-0074, RCRA-01-2016-0075.”

15. *Collection of Unpaid Civil Penalty:* 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.

a. In the event that any portion of the EPA Penalty relating to the alleged CAA violations (which shall be deemed to be \$128,218) is not paid when due without demand, pursuant to Section 113(d)(5) of the CAA, 42 U.S.C.

§ 7413(d)(5), Respondent will be subject to an action to compel payment, plus interest, enforcement expenses, and a nonpayment penalty. Interest will be assessed on the civil penalty if it is not paid within thirty (30) calendar days of the effective date of this CAFO. In that event, interest will accrue from the effective date of this CAFO at the “underpayment rate” established pursuant to 26 U.S.C. § 6621(a)(2). In the event that a penalty is not paid when due, an additional charge will be assessed to cover the United States’ enforcement expenses, including attorneys’ fees and collection costs. In addition, a quarterly nonpayment penalty will be assessed for each quarter during which the failure to pay the penalty persists. Such nonpayment penalty shall be 10 percent of the aggregate amount of Respondent’s outstanding civil penalties and nonpayment penalties hereunder accrued as of the beginning of such quarter. In any such collection action, the validity, amount, and appropriateness of the penalty shall not be subject to review.

b. In the event that any portion of the EPA Penalty relating to the alleged RCRA violations (which shall be deemed to be \$93,108) is not paid when due, 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. However, 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.

c. There are other actions EPA may take if Respondent fails to timely pay: refer the debt to a credit reporting agency or a collection agency, 42 U.S.C. § 7413(d)(5), 40 C.F.R. §§ 13.13, 13.14, and 13.33; 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; suspend or revoke Respondent's licenses or other privileges; or suspend or disqualify Respondent from doing business with the EPA or engaging in programs that the EPA sponsors or funds, 40 C.F.R. § 13.17.

Non-Penalty Condition

16. As a condition of settlement, Respondent agrees to conduct the following supplemental environmental project:

Chlorine Storage SEP

17. Respondent shall satisfactorily complete the supplemental environmental project described below (the "SEP" or the "Chlorine Storage SEP") and in the Scope of Work attached to this CAFO as Attachment A, which is incorporated herein by reference and which is enforceable under this CAFO. The Parties agree that the SEP is intended to secure significant environmental and public health protection and benefits by reducing the

amount of chlorine stored at the Facility, reducing the likelihood of a release of chlorine, and reducing any subsequent damage that could ensue from a release of chlorine.

18. Respondent shall reduce the amount of chlorine stored at the Facility to below 2500 total pounds and install certain safety and alarm features at the Facility in accordance with the requirements and deadlines described in Attachment A.

19. Respondent estimates that the total cost of the Chlorine Storage SEP is anticipated to be approximately \$25,000. "Satisfactory completion" of the Chlorine Storage SEP shall mean: (a) replacement of three of the current four one-ton chlorine vessels stored at the Facility with three 150-pound chlorine cylinders; (b) installation of a three-cylinder manifold system to replace one of the two one-ton vessel distribution lines that the Facility currently uses; (c) re-plumbing the entire chlorine piping system that feeds the five etchers at the Facility; (d) maintaining the vacuum system along the entire chlorine line; (e) installation of an automatic alarm/shut down system connected to the chlorine source; and (f) spending approximately \$25,000 to carry out the Chlorine Storage SEP activities as described in subparagraphs (a) through (e) herein.

20. Respondent shall include documentation of the expenditures made in connection with the Chlorine Storage SEP as part of the SEP Completion Report described in Paragraph 26, below.

21. Upon completion of the Chlorine Storage SEP, Respondent shall submit a SEP Completion Report for the SEP, as specified in Paragraph 26, below.

22. With regard to the Chlorine Storage SEP, Respondent hereby certifies 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 SEP is complete and accurate and that Respondent, in good faith, estimates that the cost to complete the SEP is approximately \$25,000;

b. 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;

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 CAFO and that any equipment being replaced or upgraded was otherwise intended to remain in use for at least ten years but for this settlement;

d. that Respondent has not received and will not receive credit for the SEP in any other enforcement action;

e. that Respondent will not receive any reimbursement for any portion of the SEP from any other person;

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. that Respondent is not a party to any open federal financial assistance transaction that is funding or could be used to fund the same activity as the SEP; and

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.

23. For the purposes of this certification, the term “open federal financial assistance transaction” refers to a grant, cooperative agreement loan, federally-guaranteed loan guarantee, or other mechanism for providing federal financial assistance whose performance period has not yet expired.

24. Respondent agrees that EPA may inspect the Facility at any time to confirm that the Chlorine Storage SEP was undertaken in conformity with the representations made herein.

25. Respondent hereby waives any confidentiality rights it has under 26 U.S.C. § 6103 with respect to such SEP costs on its tax returns and on the information supporting its tax returns. This waiver of confidentiality is solely as to EPA and the U.S. Department of Justice and solely for the purpose of ensuring the accuracy of Respondent’s SEP cost certification.

26. As indicated in Paragraphs 20 and 21, above, Respondent shall submit a SEP Completion Report to EPA within sixty (60) days of completion of the Chlorine Storage SEP. The SEP Completion Report shall contain the following information:

a. A detailed description of the SEP as implemented, including a statement verifying that the required work for the SEP has been installed and fully tested by qualified experts to ensure that the SEP is operating and functioning as designed;

b. A description of any implementation problems encountered and the solutions thereto;

c. Itemized costs, documented by copies of invoices, purchase orders, receipts, canceled checks, or wire transfer records that specifically identify and itemize the individual costs associated with the SEP. Where the SEP Completion Report includes costs not eligible for SEP credit, those costs must be clearly identified as such;

d. Certification that the SEP has been fully completed;

e. A description of the environmental and public health benefits resulting from the implementation of the SEP;

f. A statement that no tax returns filed or to be filed by Respondent will contain deductions or depreciations for any expense associated with the SEP; and

g. The following statement, signed by Respondent's officer, under penalty of law, attesting that the information contained in the SEP Completion Report is true, accurate, and not misleading:

I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

27. Respondent shall maintain, for a period of three (3) years from the date of submission of the SEP Completion Report, legible copies of all research, data, and other information upon which the Respondent relied to write the SEP Completion Report and shall provide such documentation within fourteen (14) days of a request from EPA.

28. Respondent agrees that failure to submit the SEP Completion Report shall be deemed a violation of this CAFO, and Respondent shall become liable for stipulated penalties in accordance with Paragraph 33, below.

29. After receipt of the SEP Completion Report described in Paragraph 26, above, EPA will notify Respondent in writing: (i) indicating that the project has been completed satisfactorily; (ii) identifying any deficiencies in the SEP Completion Report itself and granting Respondent an additional thirty (30) days to correct any deficiencies; or (iii) determining that the project has not been completed satisfactorily and seeking stipulated penalties in accordance with Paragraph 33 below.

30. If EPA elects to exercise options (ii) or (iii) in Paragraph 29, above, Respondent may object in writing to the notice of deficiency given pursuant to this paragraph within ten (10) days of receipt of such notice, except that this right to object shall not be available if EPA found that the project was not completed satisfactorily because Respondent failed to implement or abandoned the project. EPA and Respondent shall have an additional thirty (30) days from the receipt by EPA of Respondent's objection to reach agreement on changes necessary to the SEP or SEP Completion Report. If agreement cannot be reached on any such issue within this thirty (30) day period as may be extended by the written agreement of both EPA and Respondent, EPA shall provide a written statement of its decision on the adequacy of the completion of the SEP to Respondent, which decision shall be final and binding upon Respondent. Respondent agrees to comply with any reasonable requirements imposed by EPA that are consistent with this CAFO as a result of any failure to comply with the terms of this CAFO. In the event that the SEP is not

completed as contemplated herein, as determined by EPA, stipulated penalties shall be due and payable by Respondent in accordance with Paragraph 34, below.

31. Respondent agrees that any public statement, oral or written, in print, film, or other media, made by Respondent, contractors, or third party implementers making reference to a SEP shall include the following language: "This project was undertaken in connection with the settlement of an enforcement action, In the Matter of: ChemArt Company, taken by the U.S. Environmental Protection Agency to enforce federal environmental laws."

32. **Notifications:**

a. Submissions required by this Agreement shall be in writing and shall be mailed to the following addresses with a copy also sent by electronic mail:

Drew Meyer, Environmental Scientist
U.S. EPA, Region 1
5 Post Office Square, Suite 100
Mail Code: OES05-1
Boston, MA 02109-3912
meyer.drew@epa.gov

b. EPA will send all written communications to the following representative(s) for Respondent:

David Marquis, President
ChemArt Company
15 New England Way
Lincoln, RI 02865
dmarquis@chemart.com

c. All documents submitted to EPA in the course of implementing this Agreement shall be available to the public unless identified as confidential by Respondent 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.

33. **Stipulated Penalties:** In the event that Respondent fails to satisfactorily complete the Chlorine Storage SEP as outlined in Paragraphs 16 through 31, above, and in Attachment A, Respondent shall be liable for stipulated penalties in accordance with the provisions set forth below. The determination of whether the SEP has been satisfactorily completed shall be in the sole discretion of EPA.

a. If EPA determines that Respondent completely or substantially failed to implement the Chlorine Storage SEP in accordance with this Agreement, Respondent shall pay a stipulated penalty in the amount of 110% of the estimated cost of the SEP (i.e., \$27,500), as outlined in this Agreement and Attachment A.

b. If Respondent spends less than \$25,000 on the Chlorine Storage SEP, but EPA determines that Respondent otherwise satisfactorily completes the SEP, Respondent shall only be required to pay a stipulated penalty in the amount equal to the difference between \$25,000 and the actual amount spent on the SEP, plus interest from the effective date of this Consent Agreement and Final Order.

c. After giving effect to any extensions of time granted by EPA, Respondent shall pay a stipulated penalty in the amount of \$200 for each day the SEP Completion Report required by Paragraph 26, above, is late.

34. 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 14, above. Interest and late charges shall be paid as stated in Paragraph 35, below.

35. *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 Respondent fails to timely pay any portion of the stipulated penalty relating to the performance of the Non-Penalty Condition, 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.

36. EPA may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due under this Consent Agreement and Final Order.

Additional Provisions

37. The terms, conditions, and compliance requirements of this Agreement 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 modifying the SEP schedules described in Attachment A.

38. The provisions of this Agreement shall apply to and be binding upon Respondent and its officers, directors, agents, trustees, servants, authorized representatives, successors, and assigns.

39. By signing this Agreement, Respondent acknowledges that this Agreement and Order will be available to the public and agrees that this Agreement does not contain any confidential business information or personally identifiable information.

40. By signing this Agreement, the undersigned representative of 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 Agreement and has the legal capacity to bind the party he or she represents to this Agreement.

41. By signing this Agreement, both parties agree that each party's obligations under this Consent Agreement and attached Final Order constitute sufficient consideration for the other party's obligations.

42. By signing this Agreement, Respondent certifies that the information it has supplied concerning this matter was at the time of submission 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.

Effect of Consent Agreement and Attached Final Order

43. In accordance with 40 C.F.R. § 22.18(c), completion of the terms of this Consent Agreement and Final Order resolves only Respondent's liability for federal civil penalties for the violations specifically alleged in the Complaint.

44. Penalties paid pursuant to this Agreement shall not be deductible for purposes of federal taxes.

45. This Agreement 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.

46. Any violation of this Agreement may result in a civil judicial action for an injunction or civil penalties, or both, as provided in Section 113(b)(2) of the CAA, 42 U.S.C. § 7413(b)(2), and Section 3008(a) of RCRA, 42 U.S.C. § 6928(a), as well as criminal sanctions as provided in Section 113(c) of the CAA, 42 U.S.C. § 7413(c), and Section 3008(d) of RCRA, 42 U.S.C. § 6928(d). EPA may use any information submitted under this CAFO in an administrative, civil judicial, or criminal action.

47. Nothing in this Agreement shall relieve Respondent of the duty to comply with all applicable provisions of the CAA or RCRA 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.

48. 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 to the public health, welfare, or the environment.

49. EPA reserves the right to revoke this Agreement and settlement penalty if and to the extent that EPA finds, after signing this Agreement, that any information provided by Respondent was materially false or inaccurate at the time such information

was provided to EPA. 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.

50. This Consent Agreement and Final Order in no way relieves Respondent or its 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 Respondent in response to conditions which may present an imminent and substantial endangerment to the public health, welfare, or the environment.

51. Except as qualified by Paragraphs 15 and 35, above, each party shall bear its own costs and fees in this proceeding including attorneys' fees. Respondent specifically waives 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.

Effective Date

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

The foregoing Consent Agreement in the Matter of: ChemArt Company, Docket Nos. CAA-01-2016-0074 and RCRA-01-2016-0075, is hereby Stipulated, Agreed and Approved for Entry.

For Respondent:



Name: David Marquis

Title: President

Company Name: ChemArt Company

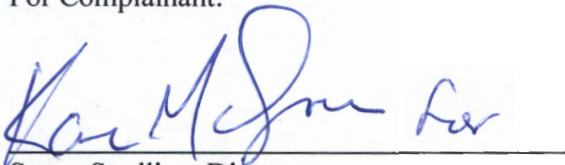
Address: 15 New England Way
Lincoln, RI 02865



Date

The foregoing Consent Agreement in the Matter of: ChemArt Company, Docket Nos. CAA-01-2016-0074 and RCRA-01-2016-0075, is hereby Stipulated, Agreed and Approved for Entry.

For Complainant:

A handwritten signature in blue ink, appearing to read "Susan Studlien for", is written over a horizontal line.

Susan Studlien, Director
Office of Environmental Stewardship
U.S. EPA, Region 1

4-24-17

Date

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1

_____)
In the Matter of:)
ChemArt Company)
11 New England Way)
Lincoln, RI 02865)
Respondent.)
Proceeding under Section 113(d))
of the Clean Air Act, 42 U.S.C. § 7413(d),)
and Section 3008(a) of the Resource)
Conservation and Recovery Act,)
42 U.S.C. § 6928(a))
_____)

Docket Nos.
CAA-01-2016-0074
RCRA-01-2016 - 0075
**CONSENT AGREEMENT
AND FINAL ORDER**

FINAL ORDER

Pursuant to 40 C.F.R. § 22.18(c) of EPA’s Consolidated Rules of Practice and Section 113(d) of the Clean Air Act, 42 U.S.C. § 7413(d), and Section 3008(g) of Resource Conservation and Recovery Act, 42 U.S.C. § 6928(g), the attached Consent Agreement resolving this matter is incorporated by reference into this Final Order and is hereby ratified.

Respondent is ORDERED to comply with the terms of the above Consent Agreement, which shall become effective on the date that it is filed with the Regional Hearing Clerk.

So ordered.

LeAnn Jensen
LeAnn Jensen
Acting Regional Judicial Officer
U.S. EPA, Region 1

4/26/17
Date

ATTACHMENT A

SCOPE OF WORK FOR CHLORINE STORAGE SEP

1. Chlorine Storage SEP

Respondent shall implement the Chlorine Storage SEP at the Facility located at 11 New England Way in Lincoln, Rhode Island.

- a. Required Action: Respondent or its contractor(s) shall eliminate three (3) of the four (4) one-ton vessels currently used to store chlorine at the Facility. As a result, Respondent shall store chlorine at the Facility in one (1) one-ton vessel and in three (3) separate 150-pound cylinders. Two separate companies shall supply the chlorine to the Facility: Jones Chemical would continue to supply the one-ton vessel and AIRGAS (an Air Liquide Company) would provide the three 150-pound cylinders.

Benefit: The total chlorine storage at the Facility would be reduced from the current 8,000 pounds to approximately 2,450 pounds in four (4) containers.

- b. Required Action: Respondent or its contractors(s) shall install a three-cylinder manifold system to replace one of the two one-ton vessel distribution lines that the Facility currently uses.

Benefit: The total chlorine storage at the Facility would be reduced from the current 8,000 pounds to approximately 2,450 pounds in four (4) containers.

- c. Required Action: Respondent or its contractor(s) shall re-plumb the entire chlorine piping system that feeds the five (5) etchers at the Facility.

Benefit: Re-plumbing the entire chlorine piping system for the etchers at the Facility reduces the likelihood of a release of chlorine and improves the system's overall mechanical integrity which in turn reduces any subsequent damage that could ensue from such a release.

- d. Required Action: Respondent or its contractor(s) shall ensure that the entire chlorine line at the Facility be replaced with a vacuum system.

Benefit: Installation of a new chlorine distribution line and system provides the ability to minimize any potential leakage from the chlorine feeding line piping system.

- e. Required Action: Respondent or its contractor(s) shall install an automatic alarm/shut down system connected to the chlorine source at the Facility. This system shall have a response rate of $\frac{3}{4}$ of a second that would be tied into a variety of alarm systems/response systems (i.e., chlorine system, fire protection system, sprinkler system).

Benefit: Installation of the automatic alarm/shut down system reduces the likelihood of a release of chlorine and reduces any subsequent damage that could ensue from such a release. In addition, the installation of this system reduces the threat to employees of accidentally coming into contact with a chlorine release upon their return to the Facility should such a release occur during hours when staff are not active at the Facility.

Respondent shall complete the Chlorine Storage SEP by July 31, 2017.

The cost of this project is approximately \$25,000.



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1
5 POST OFFICE SQUARE, SUITE 100
BOSTON, MA 02109-3912

April 28, 2017

Via Hand Delivery

Wanda I. Santiago
Regional Hearing Clerk
U.S. EPA, Region 1
5 Post Office Square - Suite 100
Mail Code: ORA18-1
Boston, MA 02109-3912

RE: *In the Matter of: ChemArt Company*
Docket Nos. CAA-01-2016-0074, RCRA-01-2016-0075

Dear Ms. Santiago:

I enclose for filing in the above-referenced matter the original and one copy of the Consent Agreement and Final Order and a Certificate of Service.

Thank you for your assistance.

Sincerely,

A handwritten signature in cursive script that reads "William D. Chin".

William D. Chin
Enforcement Counsel

Enclosures

cc: Ruth H. Silman, Esq.

In the Matter of: ChemArt Company
Docket Nos. CAA-01-2016-0074, RCRA-01-2016-0075

CERTIFICATE OF SERVICE

I hereby certify that I have caused or will cause the foregoing Consent Agreement and Final Order to be sent to the following person(s), in the manner stated:

Original and one copy,
By Hand Delivery:

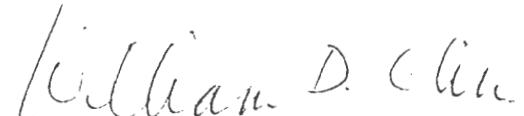
Wanda I. Santiago
Regional Hearing Clerk
U.S. EPA, Region 1
5 Post Office Square - Suite 100
Mail Code: ORA18-1
Boston, MA 02109-3912

One copy, By Overnight Mail:

Ruth H. Silman
Partner
Nixon Peabody LLP
100 Summer Street
Boston, MA 02110-2131

Dated: _____

4/25/17



William D. Chin
Enforcement Counsel
U.S. EPA, Region 1
5 Post Office Square
Suite 100 (OES04-4)
Boston, MA 02109-3912