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UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY  
REGION 6  
DALLAS, TEXAS

REGIONAL HEARING CLERK  
EPA REGION VI

IN THE MATTER OF:	)	
	)	
THE CHEMOURS COMPANY FC, LLC	)	DOCKET NO. CAA-06-2020-3351
LA PORTE, TEXAS	)	
	)	
RESPONDENT	)	
_____	)	

**CONSENT AGREEMENT AND FINAL ORDER**

The Director of the Enforcement and Compliance Assurance Division of the United States Environmental Protection Agency (EPA), Region 6 (Complainant) and The Chemours Company FC, LLC (Respondent) in the above-referenced proceeding, hereby agree to resolve this matter through the issuance of this Consent Agreement and Final Order (CAFO).

**I. PRELIMINARY STATEMENT**

1. This proceeding for the assessment of civil penalties is brought by EPA pursuant to Section 113(d) of the Clean Air Act (CAA), 42 U.S.C. § 7413(d), and is simultaneously commenced and concluded through the issuance of this CAFO pursuant to 40 Code of Federal Regulations (C.F.R.) §§ 22.13(b), 22.18(b)(2) and (3), and 22.34.

2. For the purposes of this proceeding, the Respondent admits the jurisdictional allegations contained herein; however the Respondent neither admits nor denies the specific factual allegations contained in this CAFO.

3. The Respondent explicitly waives any right to contest the allegations and its right to appeal the proposed Final Order set forth herein, and waives all defenses which have been raised or could have been raised to the claims set forth in the CAFO.

4. Compliance with all the terms and conditions of this CAFO shall only resolve the Respondent's liability for Federal civil penalties for those violations and facts which are set forth herein.

5. The Respondent consents to the issuance of the CAFO, to the assessment and payment of the civil penalty in the amount and by the method set forth in this CAFO, and to the conditions specified in the CAFO.

6. Each undersigned representative of the parties to this agreement certifies that he or she is fully authorized by the party represented to enter into the terms and conditions of this agreement, to execute it, and to legally bind that party to it.

7. This CAFO shall apply to and be binding upon the Respondent, its officers, directors, servants, employees, agents, authorized representatives, successors and assigns.

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

### **A. PRELIMINARY ALLEGATIONS**

8. The Chemours Company FC, LLC (Respondent) is a limited liability company under the laws of the States of Delaware and authorized to do business in the State of Texas. Respondent is a wholly-owned subsidiary of The Chemours Company.

9. "Person" is defined in Section 302(e) of the CAA, 42 U.S.C. § 7602(e), as "an individual, corporation, partnership, association, State, municipality, political subdivision of a State, and any agency of the United States and any officer, agent, or employee thereof."

10. The Respondent is a "person" as defined by Section 302(e) of the CAA, 42 U.S.C. § 7602(e).

11. The Respondent owns and/or operates a chemical manufacturing facility located at 12350 Strang Road, La Porte, Texas 77571.

12. "Stationary source" is defined by Section 112(r)(2)(C) of the CAA, 42 U.S.C.

§ 7412(r)(2)(C), and 40 C.F.R. § 68.3 as meaning:

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.

13. The Respondent's facility identified in Paragraph 11 is a "stationary source" as that term is defined by Section 112(r)(2)(C) of the CAA, 42 U.S.C. § 7412(r)(2)(C), and 40 C.F.R. § 68.3.

14. The Respondent is the owner and/or operator of the stationary source identified in Paragraph 11.

15. The following substances are each a "regulated substance", as set forth in 40 C.F.R. § 68.130:

- A. Oleum (fuming sulfuric acid) [sulfuric acid, mixture with sulfur trioxide] ("Oleum");
- and
- B. Hydrogen fluoride/hydrofluoric acid (conc 50% or greater) [hydrofluoric acid] ("HF").

16. "Process" is defined in 40 C.F.R. § 68.3 as meaning

any activity involving a regulated substance including any use, storage, manufacturing, handling, or on-site movement of such substances, or combination of activities. For the purpose of this definition, any group of vessels that are interconnected, or separate vessels that are located such that a regulated substance could be involved in a potential release, shall be considered a single process.

17. The Stationary Source includes a fluoroproducts process and a sulfuric acid process.

18. 40 C.F.R. § 68.130 specifies the following threshold quantities for the regulated substances listed below:

- A. Oleum – 10,000 pounds; and
- B. HF – 1,000 pounds.

19. The quantity of Oleum in the sulfuric acid process exceed the threshold quantity identified in Paragraph 18.A, and the quantity of HF in the hydrofluoric acid process exceeded the threshold quantity identified in Paragraphs 18.B.

20. "Covered process" is defined in 40 C.F.R. § 68.3 as meaning "a process that has a regulated substance present in more than a threshold quantity as determined under § 68.115."

21. The sulfuric acid and fluoroproducts processes identified in Paragraph 17 are each a "covered process" as that term is defined by 40 C.F.R. § 68.3.

22. The sulfuric acid and fluoroproducts covered processes identified in Paragraphs 17 are subject to the "Program 3" requirements of the Risk Management Program (RMP) regulations and the Respondent must, among other things, comply with the Program 3 Prevention Program of 40 C.F.R. Part 68, Subpart D.

23. Section 113(d)(1) of the CAA, 42 U.S.C. § 7413(d), authorizes EPA to bring an administrative action for penalties that exceed \$378,852<sup>1</sup> and/or the first alleged date of violation occurred more than twelve (12) months prior to the initiation of the action, if the Administrator and the United States Attorney General jointly determine that the matter is appropriate for administrative action.

24. EPA and the U.S. Department of Justice have jointly determined that the Complainant can administratively assess a civil penalty even though the penalty may exceed the

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<sup>1</sup> The maximum penalty that can be assessed (without a waiver) under Section 113 of the Clean Air Act was increased by the Civil Monetary Penalty Inflation Adjustment Rule codified at 40 C.F.R. Part 19 to \$385,535, effective January 13, 2020.

statutory amount and the alleged violations have occurred more than twelve (12) months prior to the initiation of the administrative action.

25. From August 28 – 31, 2018, representatives of EPA conducted an inspection of the Respondent's facility.

26. In conference calls on May 5, 2020, June 8, 2020, July 21, 2020, and August 5, 2020, the EPA conferred with Respondent regarding the violations alleged herein and provided an opportunity for Respondent to submit additional information or materials, which the Respondent did. Based on Respondent's submittal, the EPA identified the violations alleged in the following Section II.B.

## **B. VIOLATIONS**

### **Count One – Inadequate Operating Procedures**

27. 40 C.F.R. § 68.69(a) provides the following:

(a) The owner or operator shall develop and implement written operating procedures that provide clear instructions for safely conducting activities involved in each covered process consistent with the process safety information and shall address at least the following elements.

(1) Steps for each operating phase:

- (i) Initial startup;
- (ii) Normal operations;
- (iii) Temporary operations;
- (iv) Emergency shutdown including the conditions under which emergency shutdown is required, and the assignment of shutdown responsibility to qualified operators to ensure that emergency shutdown is executed in a safe and timely manner.
- (v) Emergency operations;
- (vi) Normal shutdown; and,
- (vii) Startup following a turnaround, or after an emergency shutdown.

(2) Operating limits:

- (i) Consequences of deviation; and
- (ii) Steps required to correct or avoid deviation.

(3) Safety and health considerations:

- (i) Properties of, and hazards presented by, the chemicals used in the process;
- (ii) Precautions necessary to prevent exposure, including engineering controls, administrative controls, and personal protective equipment;
- (iii) Control measures to be taken if physical contact or airborne exposure occurs;
- (iv) Quality control for raw materials and control of hazardous chemical inventory levels; and,
- (v) Any special or unique hazards.

(4) Safety systems and their functions.

28. On February 16, 2016, a fire occurred in the hydrofluoric acid covered process, which resulted from an equipment temperature limit being exceeded. The Respondent violated 40 C.F.R. § 68.69(a) by failing to properly develop and implement written operating procedures that provide clear instructions for safely conducting activities involved in the fluoroproducts process, including actions to take when the process deviates from acceptable limits.

**Count Two – Failure to Establish and Implement Written Operating Procedures**

29. 40 C.F.R. § 68.69(a) provides the following:

(a) The owner or operator shall develop and implement written operating procedures that provide clear instructions for safely conducting activities involved in each covered process consistent with the process safety information and shall address at least the following elements.

(1) Steps for each operating phase:

- (i) Initial startup;
- (ii) Normal operations;
- (iii) Temporary operations;
- (iv) Emergency shutdown including the conditions under which emergency shutdown is required, and the assignment of shutdown responsibility to qualified operators to ensure that emergency shutdown is executed in a safe and timely manner.
- (v) Emergency operations;
- (vi) Normal shutdown; and,
- (vii) Startup following a turnaround, or after an emergency shutdown.

(2) Operating limits:

- (i) Consequences of deviation; and
- (ii) Steps required to correct or avoid deviation.

(3) Safety and health considerations:

- (i) Properties of, and hazards presented by, the chemicals used in the process;
- (ii) Precautions necessary to prevent exposure, including engineering controls, administrative controls, and personal protective equipment;
- (iii) Control measures to be taken if physical contact or airborne exposure occurs;
- (iv) Quality control for raw materials and control of hazardous chemical inventory levels; and,
- (v) Any special or unique hazards.

(4) Safety systems and their functions.

30. On February 16, 2016, the fire that occurred in the hydrofluoric acid covered process involved an alarm that was set to not require action to be taken. The Respondent violated 40 C.F.R. § 68.69(a)(1) & (2) by failing to establish and implement written procedures to take action when the lower drop chute cozy air exit temperature is exceeded.

**Count Three – Failure to Implement Written Procedures to Maintain the On-Going Integrity of Process Equipment**

31. 40 C.F.R. § 68.73(b) provides that the owner or operator shall establish and implement written procedures to maintain the on-going integrity of process equipment.

32. A key factor contributing to the February 16, 2016, fire which occurred in the hydrofluoric acid covered process was the lack of detail for performing visual inspection steps on the affected equipment. The Respondent violated 40 C.F.R. § 68.73(b) by failing to implement written procedures to maintain the on-going integrity of process equipment.

**Count Four – Failure to Timely Conduct Mechanical Integrity Inspections**

33. 40 C.F.R. § 68.73(a) provides that the requirements of 40 C.F.R. § 68.73(d) applies to the following process equipment:

- A. Pressure vessels and storage tanks;
- B. Piping systems (including piping components and valves);
- C. Relief and vent systems and devices;
- D. Emergency shutdown systems;

- E. Controls (including monitoring devices and sensors, alarms, and interlocks); and
- F. Pumps.

34. 40 C.F.R. § 68.73(d) provides the following:

- (1) Inspections and tests shall be performed on process equipment.
- (2) Inspection and testing procedures shall follow recognized and generally acceptable good engineering practices.
- (3) The frequency of inspections and tests of process equipment shall be consistent with applicable manufacturers' recommendations and good engineering practices, and more frequently if determined to be necessary by prior operating experience.
- (4) The owner or operator shall document each inspection and test that has been performed on process equipment. The documentation shall identify the date of the inspection or test, the name of the person who performed the inspection or test, the serial number or other identifier of the equipment on which the inspection or test was performed, a description of the inspection or test performed, and the results of the inspection or test.

35. Mechanical integrity inspections on piping in the hydrofluoric acid and sulfuric acid covered processes completed between June 2015 and October 2018 were not conducted in accordance with the specified inspection schedule. The Respondent violated 40 C.F.R. § 68.73(d) by failing to timely conduct certain mechanical integrity inspections.

**Count Five – Failure to Assure that Equipment is Suitable for the Process**

36. 40 C.F.R. § 68.73(f)(3) provides that the owner or operator shall assure that maintenance materials, spare parts, and equipment are suitable for the process application for which they will be used.

37. A leak occurred in a reactor mixing tee in the hydrofluoric acid covered process on February 20, 2018. The root cause of the incident was an incorrectly sized equipment component that contributed to accelerated corrosion at the mixing tee. The Respondent violated 40 C.F.R. § 68.73(f)(3) by failing to assure that certain equipment is suitable for the process.

**Count Six – Failure to Timely Conduct Refresher Training**



38. 40 C.F.R. § 68.71(b) provides that refresher training shall be provided at least every three years, and more often if necessary, to each employee involved in operating a process to assure that the employee understands and adheres to the current operating procedures of the process. The owner or operator, in consultation with the employees involved in operating the process, shall determine the appropriate frequency of refresher training.

39. Training records for three individuals indicated that required refresher training between March 2015 and September 2018 was not completed within the specified deadlines. The Respondent violated 40 C.F.R. § 68.71(b) by failing to timely provide refresher training to three individuals.

**Count Seven – Failure to Timely Conduct Training Required by Management of Change**

40. 40 C.F.R. § 68.75 provides the following:

(a) The owner or operator shall 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 affect a covered process.

(b) The procedures shall assure that the following considerations are addressed prior to any change:

- (1) The technical basis for the proposed change;
- (2) Impact of change on safety and health;
- (3) Modifications to operating procedures;
- (4) Necessary time period for the change; and,
- (5) Authorization requirements for the proposed change

(c) Employees involved in operating a process and maintenance and contract employees whose job tasks will be affected by a change in the process shall be informed of, and trained in, the change prior to start-up of the process or affected part of the process.

41. Four Management of Change (MOC) actions were initiated between March 2017 and May 2018, which required notification or training on the changes for affected employees prior to

implementing the changes. No records of notification or training were furnished for these MOC actions. The Respondent violated 40 C.F.R. § 68.75(c) to properly implement its change of design procedure by failing to inform and/or train certain employees of changes prior to startup of a covered process or failed to document training.

**Count Eight – Failure to Properly Identify Emergency Contact**

42. 40 C.F.R. § 68.160(b)(6) provides that the owner or operator shall complete a single registration form and include it in its RMP. The registration shall include the name, title, telephone number, 24-hour telephone number, and the e-mail address of the emergency contact.

43. The May 2015 and September 2018 RMP registration updates did not name specific individuals as emergency contacts, and instead referred to position titles. The Respondent violated 40 C.F.R. § 68.160(b)(6) by failing to properly identify the specific individual who is the emergency contact in its RMP.

**III. TERMS OF SETTLEMENT**

**A. CIVIL PENALTY**

44. For purposes of settlement, the Respondent has agreed to pay a civil penalty of **TWO HUNDRED AND FIVE THOUSAND, FIVE HUNDRED THIRTY-NINE DOLLARS (\$205,539)**.

45. Within thirty (30) days of the effective date of this CAFO, the Respondent shall pay the assessed civil penalty by certified check, cashier's check, or wire transfer, made payable to "Treasurer, United States of America, EPA - Region 6". Payment shall be remitted in one of three (3) ways: regular U.S. Postal mail (including certified mail), overnight mail, or wire

transfer. For regular U.S. Postal mail, U.S. Postal Service certified mail, or U.S. Postal Service express mail, the check should be remitted to:

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

For overnight mail (non-U.S. Postal Service, e.g. Fed Ex), the check should be remitted to:

U.S. Bank  
Government Lockbox 979077  
US EPA Fines & Penalties  
1005 Convention Plaza  
SL-MO-C2-GL  
St. Louis, MO 63101  
Phone No. (314) 418-1028

For wire transfer, the payment should be remitted to:

Federal Reserve Bank of New York  
ABA: 021030004  
Account No. 68010727  
SWIFT address = FRNYUS33  
33 Liberty Street  
New York, NY 10045  
Field Tag 4200 of the Fedwire message should read  
"D 68010727 Environmental Protection Agency" with a phone number of (412) 234-4381".

**PLEASE NOTE: Docket Number CAA-06-2020-3351 shall be clearly typed on the check or other method of payment to ensure proper credit.** If payment is made by check, the check shall also be accompanied by a transmittal letter and shall reference the Respondent's name and address, the case name, and docket number of the CAFO. If payment is made by wire transfer, the wire transfer instructions shall reference the Respondent's name and address, the case name, and docket number of the CAFO. The Respondent shall also send a simultaneous notice of such

payment, including a copy of the check and transmittal letter, or wire transfer instructions to the following:

Electronically by email (no hard copy):  
Diana Lundelius  
Senior Enforcement Officer  
Chemical Accident Prevention Section (ECDAC)  
U.S. EPA, Region 6  
1201 Elm Street, Suite 500  
Dallas, TX 75270  
lundelius.diana@epa.gov and R6CAACDDeliverables@epa.gov

Lorena Vaughn  
Regional Hearing Clerk (ORCD)  
U.S. EPA, Region 6  
1201 Elm Street, Suite 500  
Dallas, TX 75270  
Vaughn.lorena@epa.gov

The Respondent's adherence to this request will ensure proper credit is given when penalties are received in the Region.

46. The Respondent agrees not to claim or attempt to claim a federal income tax deduction or credit covering all or any part of the civil penalty paid to the United States Treasurer.

47. If the Respondent fails to submit payment within thirty (30) days of the effective date of this CAFO, the Respondent may be subject to a civil action to collect any unpaid portion of the assessed penalty, together with interest, handling charges, and nonpayment penalties as set forth below.

48. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, unless otherwise prohibited by law, EPA will assess interest and late payment penalties on outstanding debts owed to the United States and a charge to cover the costs of processing and handling a delinquent claim. Interest on the civil penalty assessed in this CAFO will begin to accrue thirty (30) days after the effective

date of the CAFO and will be recovered by EPA on any amount of the civil penalty that is not paid by the respective due date. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 40 C.F.R. § 13.11(a). Moreover, the costs of the Agency's administrative handling of overdue debts will be charged and assessed monthly throughout the period the debt is overdue. *See* 40 C.F.R. § 13.11(b).

49. EPA will also assess a \$15.00 administrative handling charge for administrative costs on unpaid penalties for the first thirty (30) day period after the payment is due and an additional \$15.00 for each subsequent thirty (30) day period that the penalty remains unpaid. In addition, a penalty charge of up to six percent (6%) per year will be assessed monthly on any portion of the debt which remains delinquent more than ninety (90) days. *See* 40 C.F.R. § 13.11(c). Should a penalty charge on the debt be required, it shall accrue from the first day payment is delinquent. *See* 31 C.F.R. § 901.9(d). Other penalties for failure to make a payment may also apply.

50. Pursuant to Section 113(d)(5) of the CAA, 42 U.S.C. § 7413(d)(5), any person who fails to pay on a timely basis a civil penalty ordered or assessed under this section shall be required to pay, in addition to such penalty and interest, the United States enforcement expenses, including but not limited to, attorneys fees and costs incurred by the United States for collection proceedings, and a quarterly nonpayment penalty for each quarter during which such failure to pay persists. Such nonpayment penalty shall be 10 percent (10%) of the aggregate amount of such person's outstanding penalties and nonpayment penalties accrued as of the beginning of each quarter.

51. This CAFO is considered a "prior violation" for the purpose of demonstrating a "history of noncompliance" under the Clean Air Act Stationary Source Penalty Policy, and the Combined Enforcement Policy for Clean Air Act Sections 112(r)(1), 112(r)(7), and 40 C.F.R.

Part 68 (June 2012).

**B. COMPLIANCE**

52. The Respondent hereby certifies that as of the date of the execution of this CAFO, that it has corrected the violations alleged herein, and is now, to the best of its knowledge, in compliance with all applicable requirements of Section 112(r) of the CAA, 42 U.S.C. § 7412(r) and 40 C.F.R. Part 68.

**C. MODIFICATION**

53. The terms, conditions, and compliance requirements of this CAFO may not be modified or amended except as otherwise specified in this CAFO, or upon the written agreement of the Complainant and the Respondent, and approved by the Regional Judicial Officer, and such modification or amendment being filed with the Regional Hearing Clerk.

**D. RETENTION OF ENFORCEMENT RIGHTS**

54. EPA does not waive any rights or remedies available to EPA for any other violations by the Respondents of Federal or State laws, regulations, or permitting conditions.

55. Nothing in this CAFO shall relieve the Respondent of the duty to comply with Section 112(r) of the CAA, 42 U.S.C. § 7412(r), and 40 C.F.R. Part 68.

56. Nothing in this CAFO shall limit the power and authority of EPA or the United States to take, direct, or order all actions to protect public health, welfare, or the environment, or prevent, abate or minimize an actual or threatened release of hazardous substances, pollutants, contaminants, hazardous substances on, at or from the Respondent's facility whether related to the violations addressed in this CAFO or otherwise. Furthermore, nothing in this CAFO shall be construed to prevent or limit EPA's civil and criminal authorities, or that of other Federal, State, or local agencies or departments to obtain penalties or injunctive relief under other Federal,

State, or local laws or regulations.

57. The Complainant reserves all legal and equitable remedies available to enforce the provisions of this CAFO. In any such action to enforce the provisions of this CAFO, the Respondent shall not assert, and may not maintain, any defense of laches, statute of limitations, or any other equitable defense based on the passage of time. This CAFO shall not be construed to limit the rights of the EPA or United States to obtain penalties or injunctive relief under the Clean Air Act or its implementing regulations, or under other federal or state laws, regulations, or permit conditions.

58. In any subsequent administrative or judicial proceeding initiated by the Complainant or the United States for injunctive relief, civil penalties, to enforce the provisions of this CAFO, or other appropriate relief relating to this Facility, the Respondent shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the Complainant or the United States in the subsequent proceeding were or should have been brought in the instant case, except with respect to claims for civil penalties that have been specifically resolved pursuant to this CAFO.

59. The Respondent waives any right it may possess at law or in equity to challenge the authority of the EPA or the United States to bring a civil action in a United States District Court to compel compliance with this CAFO and to seek an additional penalty for such noncompliance, and agrees that federal law shall govern in any such civil action. The Respondent also consents to personal jurisdiction in any action to enforce this CAFO in the appropriate Federal District Court.

60. The Respondent also waives any and all remedies, claims for relief, and otherwise

available rights to judicial or administrative review that the Respondent may have with respect to any issue of law or fact 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).

61. This CAFO is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. The Respondent is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws, regulations, and permits. The Respondent's compliance with this CAFO shall be no defense to any action commenced pursuant to any such laws, regulations, or permits, except as set forth herein. The Complainant does not warrant or aver in any manner that the Respondent's compliance with any aspect of this CAFO will result in compliance with provisions of the CAA or with any other provisions of federal, State, or local laws, regulations, or permits.

**E. SERVICE OF CAFO**

62. The Complainant and Respondent agree to the use of electronic signatures for this matter. The Respondent further agrees to electronic service of this CAFO pursuant to 40 C.F.R. § 22.6, by e-mail to the following address:

To the Respondent:

Rodman C. Johnson  
Enoch Keever, PLLC  
7600 N Capital of Texas Hwy Building B, Suite 200  
Austin, TX 78731     rjohnson@enochkeever.com

**F. COSTS**

63. Except as provided in Paragraph 127, each party shall bear its own costs and attorney's fees. Furthermore, the Respondent specifically waives its right to seek reimbursement.



of its costs and attorney's fees under 5 U.S.C. § 504 and 40 C.F.R. Part 17.

**G. EFFECTIVE DATE**

64. This CAFO, and any subsequent modifications, become effective upon filing with the Regional Hearing Clerk.

**THE UNDERSIGNED PARTIES CONSENT TO THE ENTRY OF THIS CONSENT  
AGREEMENT AND FINAL ORDER:**

**FOR THE RESPONDENT:**

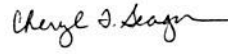
Date: 5/26/2021



The Chemours Company FC, LLC

**FOR THE COMPLAINANT:**

Date: May 27, 2021



Digitally signed by CHERYL SEAGER  
DN: cn=U.S. Government, ou=Environmental  
Protection Agency, cn=CHERYL SEAGER,  
o=9.2342.19200300.100.1.1-64001003651793  
Date: 2021.05.27 11:37:58 -0500

Cheryl T. Seager  
Director  
Enforcement and  
Compliance Assurance Division  
EPA – Region 6

**FINAL ORDER**

Pursuant to the Section 113 of the CAA, 42 U.S.C. § 7413, and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, 40 C.F.R. Part 22, the foregoing Consent Agreement is hereby ratified. This Final Order shall not in any case affect the right of EPA or the United States to pursue appropriate injunctive relief or other equitable relief for criminal sanctions for any violations of law. This Final Order shall resolve only those causes of action alleged herein. Nothing in this Final Order shall be construed to waive, extinguish or otherwise affect the 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. The Respondent is ordered to comply with the terms of settlement as set forth in the Consent Agreement. Pursuant to 40 C.F.R. § 22.31(b), this Final Order shall become effective upon filing with the Regional Hearing Clerk.

Date: 6/2/21

  
Thomas Rucki  
Regional Judicial Officer

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing Consent Agreement and Final Order (CAFO) was electronically delivered to the Regional Hearing Clerk, U.S. EPA - Region 6, 1201 Elm Street, Suite 500, Dallas, Texas 75270-2102, and that a true and correct copy of the CAFO was sent to the following via e-mail:

Rodman C. Johnson  
Enoch Keever  
7600 N Capital of Texas Hwy Building B, Suite 200  
Austin, TX 78731    rjohnson@enochkeever.com

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U.S. Environmental Protection Agency, Region 6