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2017 MAR 14 PM 1:05

REGIONAL HEARING CLERK
EPA REGION VI

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 6
DALLAS, TEXAS

IN THE MATTER OF:)

BASF TOTAL PETROCHEMICALS, LLC)

DOCKET NO. CAA-06-2017-3301

PORT ARTHUR, TEXAS)

RESPONDENT)
_____)

CONSENT AGREEMENT AND FINAL ORDER

The Director of the Compliance Assurance and Enforcement Division of the United States Environmental Protection Agency, Region 6 (“EPA or Complainant”) and BASF Total Petrochemicals, LLC (“BTP” or “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 C.F.R. §§ 22.13(b), 22.18(b)(2) and (3), and 22.34.

2. This CAFO serves as notice pursuant to Section 113(d)(2)(A) of the CAA, 42 U.S.C. § 7413(d)(2)(A).

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

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

5. Respondent does not waive any rights or defenses, which have been raised or could be raised in any state-law proceeding. This CAFO may not be used in any Federal or state proceeding except proceedings by EPA to enforce this CAFO.

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

7. 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 the conditions specified in the CAFO.

8. Each undersigned representative of the parties to this agreement represents 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.

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

II. FINDINGS OF FACT AND CONCLUSIONS OF LAW

A. PRELIMINARY ALLEGATIONS

10. Respondent is a limited liability company authorized to do business in the State of Texas.

11. "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."

12. Respondent is a "person" as defined by Section 302(e) of the CAA, 42 U.S.C. § 7602(e), and within the meaning of Section 113(d) of the CAA, 42 U.S.C. § 7413(d).

13. Respondent owns and operates a chemical manufacturing facility located at Highway 366, Port Arthur, Texas.

14. The Port Arthur facility contains a process that produces ethylene, propylene, benzene, butadiene, and toluene.

15. 40 C.F.R. § 68.130 lists toxic and flammable substances regulated under CAA § 112(r) and establishes a threshold quantity of the regulated substances for participation in the Risk Management Plan (RMP) program.

16. Respondent's facility has toxic and flammable regulated substances in a process in excess of the threshold quantities listed in 40 C.F.R. § 68.130.

17. Respondent's facility identified in paragraph 13 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.

18. The process identified in paragraph 14 is a "covered process" as that term is defined by 40 C.F.R. § 68.3.

19. This covered process is subject to the Program 3 requirements of the RMP regulations and must, among other things, comply with the requirements of 40 C.F.R. Part 68, Subpart D.

20. An EPA inspector conducted an inspection of Respondent's Port Arthur facility on November 18-20, 2014. Following the inspection and a review of documents provided by Respondent, EPA discovered the violations discussed below.

B. VIOLATIONS

Count One – Failure to Review and Certify Operating Procedures

21. 40 C.F.R. § 68.69(c) requires facilities to review operating procedures as often as necessary to assure that they reflect current operating practice and the owner or operator to certify annually that operating procedures are current and accurate.

22. During the inspection of the facility, EPA requested five years of certification.

23. Though Respondent provided some certifications, Respondent was unable to provide all of the annual certifications required for the process.

24. Therefore, Respondent violated 40 CFR 68.69(c) by failing to certify annually in 2011 and 2012 that the operating procedures were current and accurate.

Count Two – Mechanical Integrity

25. 40 C.F.R. § 68.73(d) requires the owner or operator to perform inspections and tests on process equipment at a frequency that is consistent with manufacturers' recommendations and good engineering practices.

26. During the inspection of the facility, EPA requested a list of overdue inspections and tests.

27. Respondent provided EPA with a list showing several items in the covered process that were overdue for inspection or testing.

28. Therefore, Respondent violated 40 C.F.R. § 68.73(d) by failing to timely perform all necessary inspections and tests on covered process equipment.

Count Three – Compliance Audits

29. 40 C.F.R. 68.79 requires the owner or operator of a covered facility to certify that they have evaluated compliance with the RMP program. When the audit finds deficiencies, the owner or operator shall promptly determine and document an appropriate response to each of the findings of the compliance audit, and document that deficiencies have been corrected.

30. During the inspection of the facility, EPA discovered that respondent's 2010 internal audit of the covered process identified that not all operating procedures included information on consequences of deviation or health and safety hazards.

31. Respondent's 2013 internal audit showed that not all of the operating procedures had been updated as required by the 2010 audit.

32. At the time of EPA's inspection in November 2014, EPA observed that information regarding the consequences of deviation for a unit known as H-1000 was not available for review.

33. Therefore, Respondent violated 40 C.F.R. § 68.79 by failing to promptly correct a deficiency identified in a compliance audit.

III. TERMS OF SETTLEMENT

A. CIVIL PENALTY

34. Pursuant to the authority granted in sections 113(a)(3) and 113(d)(1)(B) of the CAA, 42 U.S.C. §§ 7413(a)(3) and 7413(d)(1)(B), and taking into consideration the size of the Respondent's business, the economic impact of the penalty on the Respondent's business, the

Respondent's full compliance history and good faith efforts to comply, the duration of the violation, agreement to perform a Supplemental Environmental Project (SEP), the economic benefit of noncompliance, and the seriousness of the violation, as well as other factors which justice may require, EPA and Respondent agree that an appropriate penalty to settle this matter is **seventy thousand dollars (\$70,000)**.

35. Within thirty (30) days of the effective date of this CAFO, 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-06-2017-3301 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 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 Respondent's name and address, the case name, and docket number of the CAFO. 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:

Carlos Flores
Enforcement Officer (6EN-AS)
U.S. EPA, Region 6
1445 Ross Avenue
Dallas, TX 75202

Lorena Vaughn
Regional Hearing Clerk (6RC-D)
U.S. EPA, Region 6
1445 Ross Avenue, Suite 1200
Dallas, TX 75202-2733

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

36. 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.

37. If Respondent fails to submit payment within thirty (30) days of the effective date of this Order, 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.

38. 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).

39. 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 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.

40. 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, attorney's 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 of the aggregate amount of such person's outstanding penalties and nonpayment penalties accrued as of the beginning of each quarter.

41. This CAFO is considered a "prior violation" for the purpose of demonstrating a "history of noncompliance" under the CAA Stationary Source Penalty Policy, and the Combined Enforcement Policy for CAA Sections 112(r)(1), 112(r)(7), and 40 C.F.R. Part 68 (June 2012).

B. SUPPLEMENTAL ENVIRONMENTAL PROJECT

42. Description of SEP

- a. Respondent shall perform a SEP consisting of providing the Port Arthur Fire Department with eight (8) Argus Mi-TEC E thermal imagers, one (1) Argus Mi-TEC S thermal imager, and four (4) MSA G1 SBCA units with spare cylinders and MSA PASS devices, which the parties agree is intended to implement or improve emergency planning and preparedness for the city of Port Arthur, Texas.

- b. Not more than thirty (30) days from the effective date of this CAFO, Respondent will begin the procurement process to order the equipment for the Port Arthur Fire Department as described in the attached SEP Proposal (Attachment I), attached and incorporated herein by reference.
 - c. Respondent shall perform the SEP activities in accordance with the terms and schedule of the SEP Proposal (Attachment I).
43. Cost of the SEP. Respondent must expend at least \$84,000 for the implementation of this SEP. Respondent shall include documentation of the expenditures made in connection with the SEP as part of the SEP Completion Report.
44. Project Completion Date. Completion of the SEP must occur by no later than 90 days after the Effective Date of this CAFO. In its sole discretion, EPA may grant additional time to complete the SEP.
45. Respondent certifies that:
- (i) Respondent is not required to perform or develop the SEP by any federal, state or local law or regulation;
 - (ii) Respondent is not required to perform or develop the SEP by any other agreement, grant or as injunctive relief in this or any other case.
 - (iii) Respondent has not received, and is not presently negotiating to receive credit in any other enforcement action for this SEP.
 - (iv) Respondent has inquired of the Port Arthur Fire Department and discovered that it is not a party to an open federal financial assistance transaction that is funding or could fund the same activity as the SEP.

46. SEP Reports

a. Respondent shall submit a final SEP Completion Report to EPA within 30 days of the completion of this project. The SEP Completion Report shall contain the following information:

- (i) A detailed description of the SEP as implemented;
- (ii) A description of any operating or logistical problems encountered and the solutions thereto;
- (iii) Itemized final costs with copies of receipts for all expenditures;
- (iv) Certification that the SEP has been fully implemented pursuant to the provisions of this CAFO; and
- (v) A description of the environmental, emergency preparedness, and/or public health benefits resulting from implementation of this SEP.

b. Respondent agrees that failure to submit the final SEP Completion Report or any Periodic Report required by subsections listed above shall be deemed a violation of this CAFO and Respondent shall become liable for stipulated penalties pursuant to paragraph 49.

c. Respondent shall submit all notices and reports required by this CAFO to Carlos Flores (MC: 6EN-AS) U.S. EPA Region 6, 1445 Ross Avenue, Dallas, TX 75202-2733, by first class mail.

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.

47. Respondent shall maintain legible copies of documentation of the underlying research and data for any and all documents or reports submitted to EPA pursuant to this Consent Agreement and shall provide the documentation of any such underlying research and data to EPA not more than seven days after a request for such information. In all documents or reports, including, without limitation, any SEP reports, submitted to EPA pursuant to this Consent Agreement, Respondent shall, by its officers, sign and certify under penalty of law that the information contained in such document or report is true, accurate, and not misleading by signing the following statement:

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.

[name of responsible party]
[title of responsible party]
[facility name]
[facility city/state]

48. EPA's Acceptance of SEP Report

a. After receipt of the SEP Completion Report described in paragraph 46 a above, EPA will notify the Respondent, in writing, regarding: i) any deficiencies in the SEP 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, EPA shall permit Respondent the opportunity to 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. Respondent agrees to comply with any requirements imposed by EPA as a result of any failure to comply with the terms of this CAFO. In the event the SEP is not completed as contemplated herein, as determined by EPA, stipulated penalties shall be due and payable by Respondent to EPA in accordance with paragraph 49 herein.

49. Stipulated Penalties for Failure to Complete SEP/Failure to Spend Agreed-upon Amount.

a. In the event that Respondent fails to comply with any of the terms or provisions of this Agreement relating to the performance of the SEP described in paragraph 42 above and/or to the extent that the actual expenditures for the SEP do not equal or exceed the cost of the SEP described in paragraph 43 above, Respondent shall be liable for stipulated penalties according to the provisions set forth below:

- (i) Except as provided in subparagraph (ii) immediately below, for a SEP which has not been completed satisfactorily pursuant to this Consent Agreement and Order, Respondent shall pay a stipulated penalty to the United States in the amount of **\$70,000** (100% of the amount the penalty was mitigated).
- (ii) If the SEP is not completed in accordance with paragraphs 42 - 47, but the Complainant determines that the Respondent: a) made good faith and timely efforts to complete the project; and b) certifies, with supporting documentation, that at least 90 percent of the amount of money which was required to be spent was expended on the SEP, Respondent shall not be liable for any stipulated penalty.
- (iii) If the SEP is completed in accordance with paragraphs 42 - 47, but the Respondent spent less than 90 percent of the amount of money required to be spent for the project, Respondent shall pay a stipulated penalty to the United States in the amount of **\$14,000** (20% of the mitigated penalty of \$70,000).

- (iv) If the SEP is completed in accordance with paragraphs 42 - 47, and the Respondent spent at least 90 percent of the amount of money required to be spent for the project, Respondent shall not be liable for any stipulated penalty.
- (v) For failure to submit the SEP Completion Report required by paragraph 46 above, Respondent shall pay a stipulated penalty in the amount of \$500 for each day after the report was originally due, until the report is submitted.
- b. The determinations of whether the SEP has been satisfactorily completed and whether the Respondent has made a good faith, timely effort to implement the SEP shall be in the sole discretion of EPA.
- c. Stipulated penalties for subparagraph (v) above shall begin to accrue on the day after performance is due, and shall continue to accrue through the final day of the completion of the activity.
- d. Respondent shall pay stipulated penalties not more than fifteen (15) days after receipt of written demand by EPA for such penalties. Method of payment shall be in accordance with the provisions of paragraph 35 above. Interest and late charges shall be paid as stated in paragraphs 38 and 39.
- e. Nothing in this agreement shall be construed as prohibiting, altering or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondent's violation of this agreement or of the statutes and

regulations upon which this agreement is based, or for Respondent's violation of any applicable provision of law.

50. Any public statement, oral or written, in print, film, or other media, made by Respondent making reference to the SEP shall include the following language, "This project was undertaken in connection with the settlement of an enforcement action taken by the EPA for violations of Section 112 of the CAA."

51. This Consent Agreement and Order shall not relieve Respondent of its obligation to comply with all applicable provisions of federal, state or local law, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state or local permit, nor shall it be construed to constitute EPA approval of the equipment or technology installed by Respondent in connection with the SEP undertaken pursuant to this Agreement.

C. NOTIFICATION

52. Unless otherwise specified elsewhere in this CAFO, whenever notice is required to be given, whenever a report or other document is required to be forwarded by one party to another, or whenever a submission or demonstration is required to be made, it shall be directed to the individuals specified below at the addresses given (in addition to any action specified by law or regulation), unless these individuals or their successors give notice in writing to the other party that another individual has been designated to receive the communication:

Complainant:

Carlos Flores
U.S. Environmental Protection Agency Region 6
1445 Ross Avenue (6EN-AS)
Dallas, Texas 75202
(214) 665-7113

Respondent:

BASF Total Petrochemicals, LLC
Attn: Greg Masica, VP
Port Arthur Site, BASF Corporation
Hwy 366, Gate 99
Port Arthur, TX, 77643

D. COMPLIANCE

53. Respondent hereby certifies that as of the date of the execution of this CAFO, that it has corrected or is in the process of correcting the violations alleged herein, and is now, to the best of its knowledge, in compliance with or has a plan to come into 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.

E. MODIFICATION

54. 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 Respondent, and approved by the Regional Judicial Officer, and such modification or amendment being filed with the Regional Hearing Clerk.

F. RETENTION OF ENFORCEMENT RIGHTS

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

56. Nothing in this CAFO shall relieve 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.

57. 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 Respondent's facility whether related to the violations addressed in this CAFO or otherwise.

Furthermore, nothing in this CAFO shall be construed or 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.

58. 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, 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 CAA or its implementing regulations, or under other federal or state laws, regulations, or permit conditions.

59. 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, 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.

60. 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. Respondent also consents to personal jurisdiction in any action to enforce this CAFO in the appropriate Federal District Court.

61. Respondent also 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 law or fact 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).

62. This CAFO is not a permit, or a modification of any permit, under any federal, State, or local laws or regulations. Respondent is responsible for achieving and maintaining complete compliance with all applicable federal, State, and local laws,

regulations, and permits. 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 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.

G. COSTS

63. Except as provided in paragraph 40, each party shall bear its own costs and attorney's fees. Furthermore, 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.

H. TERMINATION

64. Upon receipt of the Respondent's notification to EPA Region 6 of its civil penalty payment, EPA shall have thirty days (30) to raise any objections or evidence of noncompliance with this CAFO. This CAFO shall terminate when all actions required to be taken by this CAFO have been completed and the civil penalty has been paid unless EPA raises a timely objection as provided in this paragraph.

I. EFFECTIVE DATE

65. 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 RESPONDENT:

Date: 3-2-17



BASF Total Petrochemicals, LLC

By: Gregory Masica

Printed: GREGORY MASICA

Title: VP SITE MANAGER

FOR THE COMPLAINANT:

Date: 3/9/17



Cheryl T. Seager
Director
Compliance Assurance and
Enforcement Division

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 or 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 Respondent's (or their 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. 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: 3/14/17



Thomas Rucki
Regional Judicial Officer
U.S. EPA, Region 6

CERTIFICATE OF SERVICE

I hereby certify that on the 14th day of March, 2017, the original and one copy of the foregoing Consent Agreement and Final Order (CAFO) was hand delivered to the Regional Hearing Clerk, U.S. EPA - Region 6, 1445 Ross Avenue, Dallas, Texas 75202-2733, and that a true and correct copy of the CAFO was sent to the following by certified mail, return receipt requested 7001 0360 0003 6674 8056

BASF Total Petrochemicals, LLC
Attn: Nancy Lake Martin, Assistant General Counsel, Environmental & Safety
BASF Corporation
100 Park Avenue, Florham Park NJ, 07932

BASF Total Petrochemicals, LLC
Attn: Greg Masica, VP
Port Arthur Site, BASF Corporation
Hwy 366, Gate 99
Port Arthur, TX, 77643

3/14/2017
Date

Keri Jackson
U.S. EPA, Region 6
Dallas, TX

BASF SEP \$84,000

Qty	Description	Unit Cost	Warranty 3 YF	Total	Extended	
8	Mi-TIC E	\$5,396.30	\$ 500.00	\$ 5,896.30	\$ 47,170.40	SEP
1	Mi-TIC S	\$6,952.40	\$ 500.00	\$ 7,452.40	\$ 7,452.40	SEP
			W/TIC/SB			
4	SCBA	\$5,500.00	\$ 2,000.00	\$ 7,500.00	\$ 30,000.00	SEP

Total SEP
\$ 84,622.80

Balance \$ (622.80) City

Casco Industries, Inc.

Quotation

1920 RANKIN RD. SUITE 155
HOUSTON, TEXAS 77073

281-443-0999
FAX 281-443-0858

To: Port Arthur Fire Department Attn: Asst. Chief Robert Havens Fax: E-Mail: rhavens@portarthur.com	Ship to: Same
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Date	Quoted By	Date Expected	Ship Via	F.O.B.	Terms
10/18/16	ROBBIE YANCY		Best Way	Shipping Point	NET 30 Days

Qty	Description	Unit Price	Total
2	MSA-A-G1FS-442MA1C1LAA, G1 4500PSI SCBA; Includes MED Facepiece, 45Min Low-Profile Cylinder w/ Quick-Connect Adapter, Quick-Connect Cylinder Connection, Standard Harness w/ Chest Strap, Metal Cylinder Cradle Band, Adjustable Swiveling Lumbar Pad, Purge Regulator Cover, Waist Mounted Quick- Fill, Voice Amp on Left Chest, PASS Device on Right Shoulder and Alkaline Battery.	\$5,500.00	\$11,000.00
	MSA WILL WARRANTY ALL THE ELECTRONICS ON THE SCBA FOR 15 YEARS, FOR ANY MANUFACTORY DEFAULTS		
2	MSA-10156424-SP, 45Min Low-Profile Spare Cylinder w/ Quick-Connect Adapter	\$900.00	\$1,800.00
2	MSA- PASS Device w/ Thermal Imaging Camera; WILL BE AVAILABLE MID 2017	\$1,100.00	\$2,200.00

Sub Total	\$15,000.00
Shipping	No Shipping
TOTAL	\$15,000.00