

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 1

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U.S. EPA REGION 1  
HEARING CLERK

In the Matter of:

Blount Fine Foods Corp,

Respondent.

Proceeding under Section 113(d) of the Clean  
Air Act, 42 U.S.C §7413

Docket No. CAA-01-2025-0021

**CONSENT AGREEMENT**

1. The issuance of this Consent Agreement (“Consent Agreement” or “Agreement”) and attached Final Order (“Final Order” or “Order”), in accordance with 40 C.F.R. § 22.13(b), simultaneously commences and concludes an administrative penalty assessment proceeding brought under Section 113(d) of the Clean Air Act (the “Act” or “CAA”), 42 U.S.C. § 7413(d), and Sections 22.13 and 22.18 of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (“Consolidated Rules”), as codified at 40 C.F.R. Part 22.

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

3. Respondent is Blount Fine Foods Corporation (“Respondent”), a corporation doing business in the Commonwealth of Massachusetts.

4. Complainant and Respondent, having agreed that settlement of this action is in the public interest, consent to the entry of this consent agreement and the attached final order

without adjudication of any issues of law or fact herein, and Respondent agrees to comply with the terms of this Consent Agreement and Final Order (“CAFO”).

#### **I. PRELIMINARY STATEMENT**

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

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

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

#### **II. STATUTORY AND REGULATORY AUTHORITY**

8. Section 112(r) of the CAA, 42 U.S.C. § 7412(r)(1), authorizes EPA to promulgate regulations and programs to prevent and minimize the consequences of accidental releases of certain regulated substances. The promulgated regulations are found at 40 C.F.R. Part 68 (“Part 68”).

9. Forty C.F.R. § 68.130 lists the substances regulated under Part 68 (“RMP chemicals” or “regulated substances”). This list identifies anhydrous ammonia as an RMP chemical with a threshold quantity of 10,000 pounds.

10. A “process” is defined by 40 C.F.R. § 68.3 as any activity involving a regulated substance, including any use, storage, manufacturing, handling, or on-site movement of such substances, or combination of these activities.

11. Pursuant to 40 C.F.R. § 68.10, each process in which a regulated substance is present in more than a threshold quantity (“covered process”) is subject to one of three risk management programs. A covered process is subject to Program 3 if the process does not meet the eligibility requirements for Program 1 and is either in a specified NAICS code or subject to the Occupational Safety and Health Administration (“OSHA”) process safety management (“PSM”) standard at 29 C.F.R. § 1910.119.

12. Pursuant to 40 C.F.R. § 68.12(a) and (d), the owner or operator of a stationary source with a process subject to Program 3 requirements must, among other tasks, submit a Risk Management Plan (“RMP”), develop a management system to implement the risk management program, and implement the release prevention requirements of 40 C.F.R. §§ 68.65-87.

13. Sections 113(a) and (d) of the CAA, 42 U.S.C. §§ 7413(a) and (d), the Debt Collection Improvement Act of 1996 (as amended in 2015 by Section 701 of Pub. L. 114–74, 31 U.S.C. § 3701), and EPA’s Civil Monetary Penalty Inflation Adjustment Rule, 40 C.F.R. Part 19, provide for the assessment of civil penalties for violations of Section 112(r)(1) of the CAA, 42 U.S.C. § 7412(r), in amounts of up to \$59,114 per day per violation for violations that occurred after November 2, 2015 and are assessed on or after January 8, 2025.

### III. ALLEGED VIOLATIONS

14. Respondent owns and operates a prepared foods processing plant in Fall River, Massachusetts that is located in a commercial area (the “Facility”). The Facility is located within one mile of a residential area, an elementary school, a pond, a river, and many businesses.

15. Blount Fine Foods Corp. is a corporation and thus a “person” within the meaning of Section 302(e) of the Act, 42 U.S.C. § 7602(e), against whom an administrative order may be issued under Section 113(a)(3) of the Act, 42 U.S.C. § 7413(a)(3).

16. The Facility is a building or structure from which an accidental release may occur and is therefore a “stationary source,” as defined at Section 112(r)(2)(C) of the CAA, 42 U.S.C. § 7412(r)(2)(C), and 40 C.F.R. § 68.3.

17. At all times relevant to the violations alleged herein, Respondent was the “owner or operator” of the Facility.

18. Respondent uses anhydrous ammonia in a refrigeration “process,” as defined by 40 C.F.R. § 68.3, in a series of interconnected pipes and vessels at the Facility (the “Process”).

19. In 2020, Respondent filed a Program 3 RMP for the Process and reported that it used 21,000 pounds of anhydrous ammonia. In its 2023 Tier II report, Respondent reported using 38,946 pounds of daily anhydrous ammonia.

20. Accordingly, the anhydrous ammonia Process at the Facility is a “covered process” subject to the RMP provisions of Part 68.

21. The endpoint for a worst-case release of the amount of anhydrous ammonia used in the Process is *greater* than the distance to a public receptor.

22. Additionally, the Process is subject to OSHA's PSM requirements at 29 C.F.R. § 1910.119 because it uses anhydrous ammonia in an amount over the threshold quantity of 10,000 pounds.

23. Therefore, in accordance with 40 C.F.R. § 68.10(a)–(d) Respondent's use, storage, and handling of anhydrous ammonia in the Process is subject to the requirements of RMP Program 3.

24. In light of the potential hazards posed by the mishandling of anhydrous ammonia, industry trade associations have issued standards outlining the recognized and generally accepted good engineering practices ("RAGAGEP") in the ammonia refrigeration industry. The standards of care are set out in Attachment A.

25. EPA visited the Facility on November 15, 2022 (the "Inspection") and reviewed documents to assess Respondent's compliance with Part 68.

26. Complainant alleges the following violations of 40 C.F.R. Part 68:

**Count 1: Failure to Comply with Safety Information Requirements**

27. Complainant realleges and incorporates by reference Paragraphs 1 through 26 of this document.

28. Pursuant to 40 C.F.R. §§ 68.65(d)(2) and (3), the owner or operator of a Program 3 process must document that the equipment of the process complies with recognized and generally accepted good engineering practices and document that any equipment designed according to outdated standards is designed, maintained, inspected, tested, and operated in a safe manner.

29. As further described in Attachment A, Respondent failed to document that the equipment complied with recognized and generally accepted good engineering practices (“RAGAGEP”) and that equipment designed according to outdated standards was designed, maintained, inspected, tested, and operated in a safe manner.

Specifically, among other things, deficiencies included:

- Missing NFPA diamonds on multiple external entrances to the Facility to indicate the presence of anhydrous ammonia;
- Inadequate bump protection for multiple pieces of process equipment in some areas in the Facility, including ammonia valves and piping and ammonia evaporators in the warehouse areas;
- Emergency ammonia shutdown buttons were secured by lock and key and would not be readily accessible in the event of an incident;
- Improper, inadequate, or missing labeling in some areas in the Facility, as follows:
  - o Ammonia beacons next to the emergency ammonia panel and next to multiple doors to or from the Ammonia Machinery Room (“AMR”) were not labeled to indicate the reason for alarm;
  - o The low-pressure receiver vessel containing anhydrous ammonia inside the AMR was not labeled;
  - o On the roof:
    - The rooftop pressure relief piping headers were not labeled;

- The rooftop condensers were not labeled with confined space signage;
  - Some ammonia piping did not have labels indicating the contents, direction of flow, and pressure level; and
  - Some labels that did exist on ammonia piping was faded and illegible.
- Some combustible material and open waste oil containers were stored inside the ammonia machine room;
  - No eyewash stations were installed inside the ammonia machine room, outside the facility within the fenced-in area containing ammonia equipment, and
  - No ammonia system emergency stop button or emergency ventilation switch located next to the primary door to the AMR.

30. Accordingly, by failing to document that the Process complied with recognized and generally accepted good engineering practices or that equipment designed to older standards was designed, maintained, inspected, and operated in a safe manner, Respondent violated 40 C.F.R. § 68.65(d)(2) and (3) and Section 112(r)(7)(E) of the CAA, 42 U.S.C. § 7412(r)(7)(E).

**Count 2: Failure to Comply with Program 3 Mechanical Integrity Requirements**

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

32. Pursuant to 40 C.F.R. § 68.73, the owner or operator of a Program 3 process must establish and implement written procedures to maintain the ongoing integrity of certain process equipment and train employees accordingly. Inspections and testing procedures shall follow RAGAGEP, and the frequency of inspections and tests shall be consistent with manufacturer's recommendations and good engineering practices, or more frequently if needed based on prior operating experience. The owner or operator must also document the inspections or tests on process equipment, correct deficiencies, assure that any new equipment is suitable for the process application, perform checks to ensure that equipment is installed properly, and assure that maintenance materials and spare parts are suitable for the process application.

33. As described in Attachment A, Respondent had not maintained the mechanical integrity of the Process equipment by correcting deficiencies that are outside of acceptable limits (as defined by the process safety information in 40 C.F.R. § 68.65) before continuing to use the equipment, or in a safe and timely manner when necessary means are taken to ensure safe operation. Specifically, Respondent failed to correct deficiencies identified in the Process Hazard Analysis as to some of the insulation around ammonia piping in the Facility, which was found to be compromised, allowing biological growth and ice to accumulate on some piping from multiple ammonia vessels, as follows:

- Damaged and missing insulation was observed on some of the ammonia piping connected to the low-pressure receiver in the AMR;
- Heavy ice build-up on an oil pot and ammonia piping near the low-pressure receiver;



- Damaged and missing insulation on some of the ammonia piping on the roof;  
and
- Frost on some of the ammonia piping on the roof.

Damaged insulation can also allow water intrusion, which can corrode the pipes and vessels.

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

#### **IV. TERMS OF CONSENT AGREEMENT**

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

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

- i. by signing this consent agreement, Respondent waives any rights or defenses that Respondent has or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial, and waives any right to challenge the lawfulness of the final order accompanying the consent agreement. Securities & Exchange Commission v. Jarkey, No. 22–859, (June 27, 2024).
36. For the purpose of this proceeding, Respondent:
  - a. agrees that this CAFO states a claim upon which relief may be granted against Respondent;
  - b. acknowledges that this CAFO constitutes an enforcement action for purposes of considering Respondent’s compliance history in any subsequent enforcement actions;
  - c. waives any and all remedies, claims for relief and otherwise available rights to judicial or administrative review that 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 Clean Air Act, 42 U.S.C. § 7607(b)(1);
  - d. consents to personal jurisdiction in any action to enforce this Consent Agreement or Final Order, or both, in the United States District Court for the District of Massachusetts; and
  - e. waives any rights it may possess at law or in equity to challenge the authority of the EPA to bring a civil action in a United States District Court to compel compliance with the Consent Agreement or Final Order, or both, and to seek an

additional penalty for such noncompliance, and agrees that federal law shall govern in any such civil action.

37. Except as provided in Paragraph 43, Respondent certifies that it has corrected the violations alleged in this CAFO and is currently in compliance with 40 C.F.R. Part 68 at the Facility. Respondent further certifies that its compliance at the Facility and at its facility in McKinney, Texas (Food Source, Inc.) includes compliance with ANSI/IIAR Standard 9. Respondent's compliance with ANSI/IIAR Standard 9 at its Texas facility does not release Respondent from civil penalty liability at that facility.

38. Pursuant to Sections 113(d)(2)(B) and (e) of the CAA, 42 U.S.C. § 7413(d)(2)(B) and (e), and taking into account the relevant statutory penalty criteria, the applicable penalty policy, and Respondent's cooperation in agreeing to perform the non-penalty obligations in this CAFO, EPA has determined that it is fair and proper to assess a civil penalty of \$68,000 for the violations alleged in this matter. Respondent consents to the issuance of this CAFO and consents for purposes of settlement to:

- a. pay the civil penalty cited in Paragraph 39, below;
- b. come into compliance with 40 C.F.R. Part 68, as described in Paragraph 43 below; and
- c. Perform the Supplemental Environmental Projects ("SEPs") described in Paragraphs 44 through 58 below.

#### **i. Penalty Payment**

39. Respondent agrees to:

- a. pay the civil penalty of \$68,000 (“EPA Penalty”) within thirty (30) calendar days of the Effective Date of this CAFO.
- b. pay the EPA Penalty using any method, or combination of methods, provided on the website <https://www.epa.gov/financial/additional-instructions-making-payments-epa>, and identifying every payment with “Docket No. CAA-01-2025-0021.” **Respondent will not pay the penalty until receiving a copy of the fully executed CAFO.**
- c. Within 24 hours of payment of the EPA Penalty, send proof of payment to the email addresses listed below. EPA shall be responsible for updating its email addresses herein and providing the same to the Respondent. “Proof of payment” means, as applicable, a copy of the check, confirmation of credit card or debit card payment, confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to the EPA requirements, in the amount due, and identified with “Docket No. CAA-01-2025-0021.”

Drew Meyer at [meyer.drew@epa.gov](mailto:meyer.drew@epa.gov);

Huddy Grandy (Grandy.Harinarayan@epa.gov);

Regional Hearing Clerk at [R1\\_Hearing\\_Clerk\\_Filings@epa.gov](mailto:R1_Hearing_Clerk_Filings@epa.gov);

and

EPA’s finance office at [CINWD\\_AcctsReceivable@epa.gov](mailto:CINWD_AcctsReceivable@epa.gov).

40. **Collection of Unpaid Civil Penalty:** Section 113(d)(5) of the CAA, 42 U.S.C. § 7413(d)(5), specifies the consequences of failure to pay the penalty on time. There are other

actions EPA may take if respondent fails to timely pay: (a) refer the debt to a credit reporting agency or a collection agency pursuant to 42 U.S.C. § 7413(d)(5), 40 C.F.R. §§ 13.13, 13.14, and 13.33; (b) collect the debt by administrative offset (i.e., the withholding of money payable by the United States to, or held by the United States for, a person to satisfy the debt the person owes the Government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, 40 C.F.R. Part 13, Subparts C and H; (c) suspend or revoke Respondent's licenses or other privileges; or (d) suspend or disqualify Respondent from doing business with the EPA or engaging in programs the EPA sponsors or funds, 40 C.F.R. § 13.17. In any collection action, the validity, amount, and appropriateness of the penalty shall not be subject to review.

41. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, EPA is required to send to the Internal Revenue Service ("IRS") annually, a completed IRS Form 1098-F ("Fines, Penalties, and Other Amounts") with respect to any court order or settlement agreement (including administrative settlements), that require a payor to pay an aggregate amount that EPA reasonably believes will be equal to, or in excess of, \$50,000 for the payor's violation of any law or the investigation or inquiry into the payor's potential violation of any law, including amounts paid for "restitution or remediation of property" or to come "into compliance with a law." EPA is further required to furnish a written statement, which provides the same information provided to the IRS, to each payor (i.e., a copy of IRS Form 1098-F). Failure to comply with providing IRS Form W-9 or Tax Identification Number ("TIN"), as described below, may subject Respondent to a penalty, per 26 U.S.C. § 6723, 26 U.S.C. § 6724(d)(3), and 26 C.F.R.

§ 301.6723-1. In order to provide EPA with sufficient information to enable it to fulfill these obligations, EPA herein requires, and Respondent herein agrees, that:

- a. Respondent shall complete an IRS Form W-9 (“Request for Taxpayer Identification Number and Certification”), which is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf> ;
- b. Respondent shall therein certify that its completed IRS Form W-9 includes Respondent’s correct TIN or that Respondent has applied and is waiting for issuance of a TIN;
- c. Respondent shall email its completed Form W-9 to EPA’s Cincinnati Finance Center at [Chalifoux.jessica@epa.gov](mailto:Chalifoux.jessica@epa.gov) or other email provided EPA, within 30 days after the Final Order ratifying this Agreement is filed or within 7 days should the Final Order become effective between December 15 and December 31 of the calendar year. EPA recommends encrypting IRS Form W-9 email correspondence; and
  - (a) In the event that Respondent has certified in its completed IRS Form W-9 that it does not yet have a TIN but has applied for a TIN, Respondent shall provide EPA’s Cincinnati Finance Center with Respondent’s TIN, via email, within five (5) days of Respondent’s receipt of a TIN issued by the IRS.

**ii. Non-Penalty Conditions**

42. As a condition of settlement, Respondent agrees to come into compliance with 40 C.F.R. Part 68, as described in Paragraph 43, below, and complete the Supplemental Environmental Projects described in Paragraphs 44 through 58.

### **Compliance Measures**

43. By each deadline listed below, Respondent shall submit to EPA written confirmation of compliance or noncompliance with the required action (accompanied by a copy of appropriate supporting documentation, including documentation of costs). Any notice of noncompliance shall state the reasons for the noncompliance and when compliance is expected. Notice of noncompliance will in no way excuse the noncompliance unless EPA agrees otherwise in writing or approves a delay.

- a. By 6 months after the effective date of this Order, submit to EPA written confirmation that Respondent has designed, fabricated, and installed bump protection from forklifts for evaporators in the warehouse areas.
- b. By 6 months after the effective date of this Order, submit to EPA written confirmation that Respondent is in compliance with ANSI/IIAR 9 at its Fall River, MA and McKinney, Texas RMP facilities.

### **Supplemental Environmental Projects**

44. In response to the alleged violations of Section 112(r)(1) of the CAA, 42 U.S.C. § 7412(r)(1), and in settlement of this matter, although not required by 42 U.S.C. § 7412(r)(1) or any other federal, state or local law, Respondent agrees to implement Supplemental Environmental Projects (SEP), as described below in Paragraphs 45–58 below.

45. By September 30, 2025, Respondent shall provide three victim decontamination kits, an inflatable victim decontamination shelter, two gas detection meters, and one photoionization detector to the City of Fall River's Fire Department, the SEP recipient, to enhance the Department's emergency planning and chemical spill response capabilities,

including the Department's ability to respond to an ammonia release. The SEPs are more specifically described in Attachment B, which is incorporated herein by reference.

46. Respondent shall spend no less than \$48,069 on implementing the SEPs. The estimated costs of the SEPs are at least \$39,780 for the Victim Decontamination SEP and \$8,289 for the Gas Detection Meter SEP. Respondent shall include documentation of the expenditures made in connection with the SEPs as part of the SEP Completion Report.

47. Respondent shall complete the SEPs by September 30, 2025.

48. Identification of SEP Recipient

- a. SEP Recipient: Respondent has selected the Fall River Fire Department to receive the SEPs.

49. The EPA had no role in the selection of any SEP implementer, SEP recipient, or specific equipment identified in the SEP, nor shall this CAFO be construed to constitute EPA approval or endorsement of any SEP implementer, SEP recipient, or specific equipment identified in this CAFO.

50. The SEPs are consistent with applicable EPA policy and guidance, specifically EPA's *2015 Update to the 1998 Supplemental Environmental Projects Policy* (March 10, 2015). The SEPs advance at least two of the objectives of CAA Section 112(r) by advancing chemical safety and preparedness and enhancing the hazardous materials response capabilities of local emergency responders. The SEPs are not inconsistent with any provisions of CAA Section 112(r). The SEPs relate to the alleged violations and, by enhancing local responders' ability to respond to releases, are designed to reduce the overall risk to public health and/or the environment potentially affected by the alleged violations.



51. Respondent certifies the truth and accuracy of each of the following:
- a. That the SEPs were voluntarily proposed by Respondent;
  - b. That all cost information provided to the EPA in connection with the EPA's approval of the SEPs is complete and accurate and that the Respondent in good faith estimates that the cost to implement the SEP, exclusive of administrative or oversight costs, is at least \$48,069;
  - c. That, as of the date of executing this CAFO, neither Respondent nor SEP Recipient is required to perform or develop the SEPs by any federal, state, or local law or regulation and is not required to perform or develop the SEPs by agreement, grant, or as injunctive relief awarded in any other action in any forum;
  - d. That the SEPs are not projects that Respondent was planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this CAFO;
  - e. That Respondent has not received and will not have received credit for the SEPs in any other enforcement action;
  - f. That Respondent will not receive reimbursement for any portion of the SEPs from another person or entity;
  - g. 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 SEPs;

- 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 SEPs described in Paragraph 45 and Attachment B; and
- i. That Respondent has inquired of the Fall River Fire Department whether it is party to an open federal financial assistance transaction that is funding or could fund the same activity as the SEP and has been informed by the recipient that neither is a party to such a transaction.

52. 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.

53. Any public statement, oral or written, in print, film, or other media, made by Respondent or a representative of Respondent making reference to a SEP under this CAFO from the date of its execution of this CAFO shall include the following language: “This project was undertaken in connection with the settlement of an enforcement action, *In the Matter of Blount Fine Foods Corp*, taken by the U.S. Environmental Protection Agency for alleged violations of federal laws.”

### **SEP Reports**

54. Respondent shall submit a SEP Completion Report to EPA within seven (7) days of completing the SEPs. The SEP Completion Report shall contain the following information, with supporting documentation:

- a. A detailed description of the SEP as implemented;

- b. A description of any operating problems encountered and the solutions thereto;
- c. Itemized costs;
- d. Certification that the SEPs have been fully implemented pursuant to the provisions of this CAFO; and
- e. A description of the environmental and public health benefits resulting from implementation of the SEP (with a quantification of the benefits and pollutant reductions, if feasible).

55. Respondent agrees that failure to submit the SEP Completion Report required by Paragraph 54 above shall be deemed a violation of this CAFO and Respondent shall become liable for stipulated penalties pursuant to Paragraph 60 below.

56. Within seven (7) days of completing each SEP described in Attachment B, Respondent shall send an electronic mail message to Drew Meyer at [meyer.drew@epa.gov](mailto:meyer.drew@epa.gov) and Huddy Grandy ([Grandy.Harinarayan@epa.gov](mailto:Grandy.Harinarayan@epa.gov)) to confirm that the SEP has been completed.

57. Respondent shall submit all notices and reports required by this CAFO to Drew Meyer ([meyer.drew@epa.gov](mailto:meyer.drew@epa.gov)) and Huddy Grandy ([Grandy.Harinarayan@epa.gov](mailto:Grandy.Harinarayan@epa.gov)).

58. 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.

59. **Notifications:**

- a. Submissions required by this CAFO shall be in writing and shall be electronically mailed to: Drew Meyer ([meyer.drew@epa.gov](mailto:meyer.drew@epa.gov)) and Huddy Grandy ([Grandy.Harinarayan@epa.gov](mailto:Grandy.Harinarayan@epa.gov)).
- b. EPA will send all written communications electronically to the following representative(s) for Respondent:

Joe Griffin  
Blount Fine Foods Corp.  
[jgriffin@blountfinefoods.com](mailto:jgriffin@blountfinefoods.com)

AND

Daniel Crocker  
Blount Fine Foods Corp.  
[DCrocker@blountfinefoods.com](mailto:DCrocker@blountfinefoods.com)

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

**Stipulated Penalties**

60. Respondent's failure to comply with the provisions in Paragraphs 43 above ("the Compliance Measures"), and Paragraphs 45 through 58 above ("SEPs") shall become liable for stipulated penalties as set forth below.

61. *Compliance Measures:* In the event that Respondent fails to satisfactorily complete all provisions as described above in Paragraph 43, Respondent shall be liable for stipulated penalties in the following amounts: \$500 per day for the first fifteen (15) days of such violation; \$1,000 per day for the sixteenth (16th) through 30th days of such violation; and \$1,500 per day for each day of violation thereafter. The determination of whether the compliance requirements have been satisfactorily completed shall be in the sole discretion of EPA.

62. *SEPs:* Except as provided in Paragraphs 63 and 64 below, if Respondent fails to satisfactorily complete the requirements regarding the SEPs specified in Paragraphs 45 through 58 by the deadline in Paragraph 45, Respondent agrees to pay, in addition to the civil penalty in Paragraph 39, the following per day per violation stipulated penalty for each day the Respondent is late meeting the applicable SEP requirement:

- a. \$200 per day for days 1-30.
- b. \$250 per day for days 31-60.

63. If Respondent fails to timely submit any SEP reports, such as those referred in Paragraph 54, in accordance with the timelines set forth in this CAFO, Respondent agrees to the following per day stipulated penalty for each day after the report was due until Respondent submits the report in its entirety:

- a. \$200 per day for days 1-30
- b. \$250 per day for days 31-60.

64. If Respondent does not satisfactorily complete the SEPs, including spending the minimum amount on the SEPs set forth in Paragraph 46 above, Respondent shall pay a

stipulated penalty to the United States in the amount of \$52,876. “Satisfactory completion” of the SEP is defined as Respondent spending no less than \$48,069 to provide the Fall River Fire Department with three victim decontamination kits, an inflatable victim decontamination shelter, two gas detection meters, one photoionization detector, and a contract to maintain the detectors, according to the requirements, specifications, and deadlines described above and in Attachment B by September 30, 2025. The determinations of whether the SEP has been satisfactorily completed shall be in the sole discretion of EPA.

65. EPA retains the right to waive or reduce a stipulated penalty at its sole discretion.

66. Respondent shall pay stipulated penalties not more than fifteen (15) days after receipt of written demand by EPA for such penalties. The method of payment shall be in accordance with the provisions of Paragraph 39 above. Interest and late charges shall be paid as stated in Paragraph 67.

67. *Collection of Unpaid Stipulated Penalty for Failure to Perform Non-Penalty Conditions:* Pursuant to 31 U.S.C. § 3717, EPA is entitled to assess interest and penalties on debts owed to the United States and a charge to cover the cost of processing and handling a delinquent claim. In the event that Respondent fails to timely pay any portion of the stipulated penalty relating to the performance of the Non-Penalty Conditions, the penalty shall be payable, plus accrued interest, without demand. Interest shall be payable at the rate of the United States Treasury tax and loan rate in accordance with 31 C.F.R. § 901.9(b)(2) and shall accrue from the original date on which the penalty was due to the date of payment. In addition, a penalty charge of six percent per year will be assessed on any portion of the debt which

remains delinquent more than ninety (90) days after payment is due. Should assessment of the penalty charge on the debt be required, it will be assessed as of the first day payment is due under 31 C.F.R. § 901.9(d). In any such collection action, the validity, amount, and appropriateness of the penalty shall not be subject to review.

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

#### **V. ADDITIONAL PROVISIONS**

69. The terms, conditions, and compliance requirements of this CAFO may not be modified or amended except upon the written agreement of both parties, and approval of the Regional Judicial Officer, except that the Regional Judicial Officer need not approve written agreements modifying schedules for the compliance Conditions in Paragraph 43 or the SEP schedule described in Attachment B.

70. Respondent agrees that the time period from the Effective Date of this CAFO until all of the Conditions specified in Paragraph 43 are completed (the "Tolling Period") shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by Complainant on any claims (the "Tolled Claims") set forth in Section III of this CAFO. Respondent shall not assert, plead, or raise in any fashion, whether by answer, motion or otherwise, any defense of laches, estoppel, or waiver, or other similar equitable defense based on the running of any statute of limitations or the passage of time during the Tolling Period in any action brought on the Tolled Claims.

71. The provisions of this CAFO shall apply to and be binding upon Respondent and its officers, directors, employees, agents, trustees, servants, authorized representatives,

successors, and assigns. From the Effective Date of this CAFO until the end of the Tolling Period, as set out in Paragraph 70, above, Respondent must give written notice and a copy of this CAFO to any successors in interest prior to any transfer of ownership or control of any portion of or interest in the Facility. Simultaneously with such notice, Respondent shall provide written notice of such transfer, assignment, or delegation to the EPA. In the event of any such transfer, assignment, or delegation, Respondent shall not be released from the obligations or liabilities of this CAFO unless the EPA has provided written approval of the release of said obligations or liabilities.

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

73. By signing this CAFO, the undersigned representative of Complainant and the undersigned representative of Respondent each certify that he or she is fully authorized to execute and enter into the terms and conditions of this CAFO and has the legal capacity to bind the party he or she represents.

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

75. By signing this CAFO, Respondent certifies that to the best of its knowledge 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.

76. Complainant and Respondent, by entering into this CAFO, each consents to accept digital signatures hereupon. Respondent further consents to accept electronic service of the fully executed CAFO, by e-mail, at dcrocker@blountfinefoods.com, jgriffin@blountfinefoods.com, and ccapizzo@psh.com. Respondent understands that these e-mail addresses may be made public when the CAFO and Certificate of Service are filed and uploaded to a searchable database.

#### **VI. EFFECT OF CONSENT AGREEMENT AND ATTACHED FINAL ORDER**

77. In accordance with 40 C.F.R. § 22.18(c), completion of the terms of this CAFO resolves only Respondent's liability for federal civil penalties for the violations specifically alleged above at its Fall River, MA facility. This release from civil penalty liability does not extend to violations at the McKinney, TX facility.

78. Penalties paid pursuant to this CAFO shall not be deductible for purposes of federal taxes. For purposes of the identification requirement of Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), performance of the conditions in Paragraph 43 is restitution or required to come into compliance with the law.

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

80. Any violation of this CAFO may result in a civil judicial action for an injunction or civil penalties as provided in Section 113(b)(2) of the Act, 42 U.S.C. § 7413(b)(2), as well as

criminal sanctions as provided in Section 113(c) of the Act, 42 U.S.C. § 7413(c). The EPA may use any information submitted under this CAFO in an administrative, civil judicial, or criminal action.

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

82. Nothing herein shall be construed to limit the power of the 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.

83. The EPA reserves the right to revoke this CAFO and settlement penalty if and to the extent that the EPA finds, after signing this CAFO, that any information provided by Respondent was materially false or inaccurate at the time such information was provided to the EPA, and the EPA reserves the right to assess and collect any and all civil penalties for any violation described herein. The EPA shall give Respondent notice of its intent to revoke, which shall not be effective until received by Respondent in writing.

84. This CAFO 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.


85. Except as qualified by Paragraphs 40 and 67 (overdue penalty collection), including penalty collection on stipulated penalties, each party shall bear its own costs and fees in this proceeding including attorney's 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.

**VII. EFFECTIVE DATE**

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

The foregoing Consent Agreement, In the Matter of Blount Fine Foods Corp, Docket No. CAA-01-2025-0021, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:

  
\_\_\_\_\_  
Signature 5/21/25  
Date  
Printed Name: Dan Crocker  
Title: Executive Vice President  
Address: 308 Market St, Warren, RI  
Respondent's Federal Tax Identification Number: 05-0249001

FOR COMPLAINANT:

\_\_\_\_\_  
DATE

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

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 1  
BEFORE THE ADMINISTRATOR

In the Matter of:

Blount Fine Foods Corp.,  
Respondent.

Docket No.  
CAA-01-2025-0021

Pursuant to 40 C.F.R. §§ 22.18(b) and (c) of the EPA's Consolidated Rules of Practice and sections 113(d)(1) and (d)(2)(B) of the Clean Air Act, 42 U.S.C. §§ 7413(d)(1) and (d)(2)(B), the attached Consent Agreement resolving this matter is incorporated by reference into this Final Order and is hereby ratified.

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

**So ordered.**

\_\_\_\_\_  
DATE

\_\_\_\_\_  
LeeAnn Jensen  
Regional Judicial Officer

**ATTACHMENT A**

**Recognized and Generally Accepted Good Engineering Practices**

In collaboration with the American National Standards Institute, the International Institute of Ammonia Refrigeration (“IIAR”) has issued (and updates) “Standard 2: *Standard for Safe Design of Closed-Circuit Ammonia Refrigeration Systems* (“ANSI/IIAR 2”); Standard 4: *Installation of Closed-Circuit Ammonia Mechanical Refrigeration Systems* (“ANSI/IIAR 4”), Standard 6: *Standard for Testing, Inspection, and Maintenance of Closed-Circuit Ammonia Refrigeration Systems* (“ANSI/IIAR 6”), Standard 7: *Developing Operating Procedures for Closed-Circuit Ammonia Mechanical Refrigerating Systems* (“ANSI/IIAR 7”), and Standard 9: *Standard for Minimum System Safety Requirements for Existing Closed-Circuit Ammonia Refrigeration Systems* (“ANSI/IIAR 9”), *inter alia*, along with other applicable standards and guidance. Bulletins and guidance include, without limitation, IIAR Bulletin No. 109, *Guidelines for IIAR Minimum Safety Criteria for a Safe Ammonia Refrigeration System* (1997, and in effect until 2019 when ANSI/IIAR 6 replaced it) (“IIAR Bull. 109”); IIAR Bulletin No. 110, *Guidelines for Start-Up, Inspection, and Maintenance of Ammonia Mechanical Refrigerating Systems* (1993, most recently updated in 2007, and in effect until 2019 when ANSI/IIAR 6 replaced it) (“IIAR Bull. 110”); IIAR Bulletin No. 114, *Guidelines for Identification of Ammonia Refrigeration Piping and Components* (1991, most recently updated in 2018, now incorporated into Appendix Q of ANSI/IIAR 2-2021) (“IIAR Bull. 114”); and IIAR Bulletin No. 116, *Guidelines for Avoiding Component Failure in Industrial Refrigeration Systems Caused by Abnormal Pressure or Shock* (1992) (“IIAR Bull. 116”). Also in collaboration with the American National Standards Institute, the American Society of Heating, Refrigerating and Air-Conditioning Engineers (“ASHRAE”) has issued (and updates) “Standard 15: Safety Standard for Refrigeration Systems.” These standards are consistently relied upon by refrigeration experts and are often incorporated into state building and mechanical codes.

The standards of care cited below are those that were in effect in 2020 when Respondent completed its latest Process Hazard Analysis before the 2022 inspection.

| <b>Count</b> | <b>Condition</b>  | <b>Examples of RAGAGEP</b>  |
|--------------|---|---|
| 1            | Some piping in the facility not properly labeled to indicate contents, flow direction, and pressure level; some labels faded and illegible. | <i>See e.g.</i> ANSI/IIAR 2-2014 and 2-2014 Add. A, § 5.14.6; (requiring piping to be labeled with information about the refrigerant, physical state, pressure, and direction of flow); IIAR 9-2020 § 7.2.9.4; IIAR Bulletin No. 109 (1997), Section 4.7.6; IIAR Bulletin No. 114 (2014), Section 4.2.1, now incorporated into Appendix Q of ANSI/IIAR 2-2021 |

|   |   |  |
|---|---|--|
| 1 | Lack of bump protection for multiple pieces of process equipment (natural gas valves and piping, ammonia valves and piping, and ammonia evaporators) in some locations in the facility. | ANSI/IIAR 2-2014 and 2-2014 Add. A, § 5.17.1 (requiring protection for ammonia-containing equipment installed in an area subject to physical damage); IIAR 9-2020, § 7.2.12.1.   |
| 1 | Emergency shut off switch and ventilation controls (ammonia panel) located outside of fenced area secured by lock and key and not readily accessible in the event of an incident.       | <p>Sect. 5.15 in ANSI/IIAR 2-2014 and 2-2014 Add. A (requiring directions for the emergency shutdown of the refrigeration system to be readily available to staff and emergency responders); ANSI/IIAR 9-2020 §§ 7.2.9; ANSI/ASHRAE 15-2013 § 11.7.</p> <p>ANSI/IIAR 2-2014 and 2-2014 Add. A § 6.12.1 (requiring emergency shut-off switch to have a tamper-resistant cover) and; IIAR 9-2020 § 7.3.11.1.</p> <p><i>See e.g.,</i> ANSI/IIAR 2-2014 and 2-2014 Add. A § 6.12.2 (requiring facilities to have clearly identified control switch for emergency ventilation with a tamper-resistant cover located outside the machinery room and adjacent to the designated principal machinery room door); IIAR 9-2020 § 7.3.11.2.</p> |
| 1 | Ammonia beacons next to the emergency ammonia panel and multiple doors to the AMR were not labeled to indicate the reason for alarm.  | ANSI/IIAR 2-2014 § 17.6 (requiring ammonia leak detection alarms to be “identified by signage adjacent to visual and audible alarm devices”); IIAR 9-2020 § 7.3.12.6, IIAR 9-2020 § 7.2.9.1 (requiring the meaning for each alarm to be clearly marked by signage near the alarm).   |
| 1 | Combustible materials and open waste oil containers stored inside of the AMR.   | ANSI/IIAR 2-2014 § 6.4 (prohibiting combustible materials from being stored inside machine rooms outside of fire-rated storage containers); IIAR 9-2020 § 7.3.4  |
| 1 | The fire water and sprinkler control room door was open at the time of the inspection and was not tightfitting.   | ANSI/IIAR-9 (2020) § 7.3.9.2 (Machinery room doors shall be self-closing and tight fitting).   |

|   |  |  |
|---|--|--|
| 1 | Piping from the high-pressure receiver was being used to support other ammonia piping in the AMR.  | ANSI/IIAR-2 (2014) § 13.4.1 and 13.4.2; ANSI/IIAR-9 (2020) § 7.3.2.2   |
| 1 | Inadequate labeling in some areas in the Facility: low pressure receiver vessel containing anhydrous ammonia inside the AMR was not labeled, rooftop pressure relief piping headers were not labeled, and rooftop condensers were not labeled with confined space signage. | "Refrigeration equipment shall be provided with labels indicating the equipment's name or identifier" IIAR 9-2020 § 7.2.9.2 (requiring refrigeration equipment to be labeled with equipment's name or identifier); ANSI/IIAR 2-2014 and 2-2014 Add. A § 5.14.2.  |
| 1 | No emergency shower/ eyewash station inside of the AMR. No emergency shower/ eyewash station in the fenced area containing ammonia equipment.  | ANSI/IIAR 2-2014 § 6.7.1 ("Each machinery room shall have access to a minimum of two eyewash/safety shower units, one located inside the machinery room and one located outside of the machinery room...Additional eyewash/safety shower units shall be installed such that the path of travel in the machinery room is no more than 55 ft to an eyewash/ safety shower unit."); IIAR 9-2020 § 7.3.7.1.<br><br>ANSI/IIAR 2-2014 § 6.7.2; IIAR 9-2020 § 7.3.7.2 ("The path of travel within the machinery room to at least one eyewash/safety shower unit shall be unobstructed and shall not include intervening doors.")<br><br>29 CFR 1910.151(c) ("[w]here the eyes or body of any person may be exposed to injurious corrosive materials, suitable facilities for quick drenching or flushing of the eyes and body shall be provided within the work area for immediate emergency use"). |
| 1 | Missing NFPA diamonds indicating the presence of anhydrous ammonia on some   | ANSI/IIAR 2-2014 § 6.15.1 (Buildings and facilities with refrigeration systems shall be provided with  |

|   |  |  |
|---|--|--|
|   | external and internal entrances to and within the Facility.  | placards accordance with NFPA 704 and the Mechanical Code)<br>NFPA 704 (2017) § 4.3 (Signs shall be in locations approved by the authority having jurisdiction)  |
| 1 | No emergency stop button or emergency ventilation switch located next to the primary door to the AMR.                                  | ANSI/IIAR 2-2014 § 6.12.1 (“A clearly identified emergency shut-off switch shall be located outside and adjacent to the designated principal machinery room door.”)  |
| 2 | Multiple locations of damaged, missing, or compromised insulation around some ammonia piping caused ice build-up or biological growth. | ANSI/IIAR 2-2014 § 5.10.1 (“Piping and equipment surfaces not intended for heat exchange shall be insulated, treated, or otherwise protected to mitigate condensation and excessive frost buildup where the surface temperature is below the dew point of the surrounding air during normal operation and in an area where condensation and frost could develop and become a hazard to occupants or cause damage to the structure, electrical equipment, or refrigeration system.”); IIAR 9-2020 § 7.2.6.1 |



## Attachment B

### **Scope of Work for Supplemental Environmental Projects**

All the information in this appendix was provided to Respondent by the Fall River Fire Department.

#### **1. Victim Decontamination SEP**

- a. Required action: The Fall River Fire Department must be able to respond to chemical releases and decontaminate victims contaminated by hazardous substances before sending the victims to the hospital for treatment. The Department's current decontamination equipment is beyond its useful life. Accordingly, Respondent shall provide the following decontamination equipment to the Fall River Fire Department, which may also share the equipment with at least two other local communities that have facilities subject to RMP requirements:

- Two first-line modular decontamination kits ("MDKs"), costing approximately \$10,000 each. These kits contain all items needed to build scalable decontamination systems, each capable of handling 50-150 victims.
- One first-line enhanced decontamination system, costing approximately \$3,780. This system contains the same tools as the MDKs but is in a smaller duffle-bag form designed to handle six-24 victims.
- One inflatable shelter for decontamination activities, costing approximately \$16,000.

Respondent shall provide the above by September 30, 2025. The estimated cost of this project is approximately \$39,780.

- b. Benefit: This victim decontamination SEP will improve the ability of emergency first responders to safely, effectively, and efficiently respond to releases of ammonia and other hazardous chemicals in Fall River and surrounding communities. Victims will not need to be decontaminated using cold water from a fire truck hose, as occurred during an incident (unrelated to Blount) in October 2024 (a solution that is not feasible during the winter); the victims will have privacy while undressing and re-dressing; and the Department will, as an added benefit, be able to limit the amount of hazardous water run-off from the showers.

#### **2. Gas Detection Meter SEP**

- a. Required action: Due to budgetary restraints, the Fall River Fire Department has an engine company that has no gas detection meters to determine the presence of airborne hazards, including ammonia, despite being located in an area of the

City with the largest concentration of hazardous materials threats. Accordingly, Respondent shall provide the following gas meters and maintenance contract to the Fall River Fire Department:

- Two four-gas meter meters to detect ammonia, among other gases, costing approximately \$1,553 each.
- One photoionization detector (“PID”) to detect airborne flammable solvents and fuels, costing approximately \$5,183.
- A two-year contract for the maintenance of these detectors.

Respondent shall provide the above by September 30, 2025. The estimated cost of this project is at least \$8,289.

- b. Benefit: Eighty percent of the facilities that have ammonia on-site are located in the industrial park protected by the engine company that would be assigned these four-gas meters. The PID would allow the City to detect some airborne flammable chemicals that the four-gas meters cannot detect. The provision of these detectors will allow the first-arriving Fall River Fire Department crews to triage hazardous situations, formulate response plans, and begin putting into action the appropriate emergency response before the Heavy Rescue crews arrive.