

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION III  
1650 Arch Street  
Philadelphia, Pennsylvania 19103**

**In the Matter of:**

**Intercontinental Export Imports, Inc.  
8815 Centre Park Drive, Suite 400  
Columbia, MD 21045,**

**Green Sustainable Solutions, LLC  
8815 Centre Park Drive, Suite 400  
Columbia, MD 21045,**

**Polymer Alliance Services, LLC  
8815 Centre Park Drive, Suite 400  
Columbia, MD 21045,**

**Niche Polymer, LLC  
8815 Centre Park Drive, Suite 400  
Columbia, MD 21045,**

**Respondents.**

**Atlas Warehouse  
625 Depot Street  
Parkersburg, WV 26101**

**117 Warehouse Drive  
Washington, WV 26181**

**2969 Greenhills Road  
Ravenswood, WV 26164,**

**Facilities.**

:  
:  
: U.S. EPA Docket No.  
: CAA-EPCRA-03-2020-0040  
:  
: Proceeding under Sections 112(r) and 113 of  
: the Clean Air Act, 42 U.S.C. §§ 7412(r) and  
: 7413, and Sections 311, 312, and 325  
: of the Emergency Planning and Community  
: Right-to-Know Act, 42 U.S.C.  
: §§ 11021, 11022 and 11045

U.S. EPA-REGION 3-RHC  
FILED-28JAN2020AM11:04

**CONSENT AGREEMENT**

**PRELIMINARY STATEMENT**

1. This Consent Agreement is entered into by the Director of the Enforcement & Compliance Assurance Division, U.S. Environmental Protection Agency, Region III (“Complainant”) and Intercontinental Export Imports, Inc. (“IEI”), Green Sustainable Solutions, LLC (“GSS”), Polymer Alliance Services, LLC (“PAS”), and Niche Polymer, LLC (“NP”) (IEI, GSS, PAS and NP are collectively referred to as “Respondents”) (Complainant and Respondents are collectively the “Parties”), pursuant to Section

113(d) of the Clean Air Act, as amended (the “CAA”), 42 U.S.C. § 7413(d), and Section 325 of the Emergency Planning and Community Right-to-Know Act (“EPCRA”), 42 U.S.C. § 11045, and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation, Termination or Suspension of Permits (“Consolidated Rules of Practice”), 40 C.F.R. Part 22. Section 113 of the CAA vests the President of the United States with the authority to assess penalties and undertake other actions required by this Consent Agreement, which authority has been delegated to the Administrator of the U.S. Environmental Protection Agency (“EPA”). Section 325 of EPCRA authorizes the Administrator of the EPA to assess penalties and undertake other actions required by this Consent Agreement. The Administrator has delegated these authorities to the Regional Administrator who, in turn, has delegated them to the Complainant. This Consent Agreement and the attached Final Order (hereinafter jointly referred to as the “CAFO”) resolve Complainant’s civil penalty claims against Respondents under the CAA and EPCRA for the violations alleged herein.

2. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant hereby simultaneously commences and resolves this administrative proceeding.

### **JURISDICTION**

3. EPA has jurisdiction over the above-captioned matter, as described in Paragraph 1, above.
4. The Consolidated Rules of Practice govern this administrative adjudicatory proceeding pursuant to 40 C.F.R. § 22.1(a)(2) and (8).

### **GENERAL PROVISIONS**

5. For purposes of this proceeding only, Respondents admit the jurisdictional allegations set forth in this CAFO.
6. Except as provided in Paragraph 5, above, Respondents neither admit nor deny the specific factual allegations set forth in this Consent Agreement.
7. Respondents agree not to contest the jurisdiction of EPA with respect to the execution of this Consent Agreement, the issuance of the attached Final Order, or the enforcement of this CAFO.
8. For purposes of this proceeding only, Respondents hereby expressly waive their right to contest the allegations set forth in this CAFO and waive their right to appeal the accompanying Final Order.
9. Respondents consent to the assessment of the civil penalty stated herein, to the issuance of any specified compliance order herein, and to any conditions specified herein.

10. Respondents shall bear their own costs and attorney's fees in connection with this proceeding.
11. Pursuant to Section 113(d)(1) of the CAA, 42 U.S.C. § 7413(d)(1), the Administrator and the Attorney General, each through their respective delegates, have jointly determined that this administrative penalty action is appropriate.

### **CAA FINDINGS OF FACT AND CONCLUSIONS OF LAW**

12. The allegations of Paragraphs 1 through 11 of this Consent Agreement are incorporated herein by reference.
13. In October 2017, a fire erupted at a warehouse located at 3801 Camden Avenue in Parkersburg, West Virginia, known as the Ames Warehouse, which was operated by Intercontinental Export Imports, Inc. ("IEI"). The fire burned for five days and forced the evacuation of nearby residents.
14. In the aftermath of the fire, West Virginia authorities requested EPA investigate the compliance with the federal environmental statutes of the numerous warehouses owned or operated by IEI or entities related to IEI, including GSS, PAS, and NP ("IEI Related Entities"), including the three facilities identified in the caption ("Facilities").
15. IEI and the IEI Related Entities are related through common ownership. Dr. Saurabh Naik, the president of IEI, owns a majority interest in GSS, PAS, and NP.
16. EPA conducted inspections of three Facilities owned and/or operated by IEI and IEI Related Entities on November 14-15, 2017, to assess compliance with Section 112(r) of the CAA, 42 U.S.C. § 7412(r). In March 2018, EPA also sent information requests to the owners and/or operators of the warehouses, including the Facilities, pursuant to Section 113 of the CAA, 42 U.S.C. § 7413, to determine compliance with Section 112(r) of the CAA, 42 U.S.C. § 7412(r). In January 2018, EPA also sent information requests to the owners and/or operators of the warehouses, including the Facilities, pursuant to Section 104(e) of the Comprehensive Environmental Response Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9604(e), to determine the warehouses' compliance with Section 103 of CERCLA, 42 U.S.C. § 9603, and Sections 302-312 of the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. §§ 11002-11022.
17. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant alleges and adopts the Findings of Fact and Conclusions of Law set forth immediately below.
18. Pursuant to Section 113(d)(1) of the CAA, 42 U.S.C. § 7413(d)(1), the Administrator and the Attorney General, each through their respective delegates, have jointly determined that this administrative penalty action is appropriate.

19. On November 15, 1990, the President signed into law the Clean Air Act Amendments of 1990. The Clean Air Act Amendments added Section 112(r) to the CAA, 42 U.S.C. § 7412(r).
20. Pursuant to Section 112(r)(1) of the CAA, 42 U.S.C. § 7412(r)(1), known as the “General Duty Clause,” the owners and operators of stationary sources producing, processing, handling or storing substances listed pursuant to Section 112(r)(3) of the CAA, 42 U.S.C. § 7412(r)(3), or any other extremely hazardous substance have a general duty, in the same manner and to the same extent as 29 U.S.C. § 654, to identify hazards which may result from accidental releases of such substances using appropriate hazard assessment techniques, to design and maintain a safe facility taking such steps as are necessary to prevent releases, and to minimize the consequences of accidental releases which do occur.
21. Section 112(r)(3), 42 U.S.C. § 7412(r)(3), mandates the Administrator to promulgate a list of regulated substances which, in the case of an accidental release, are known to cause or may reasonably be anticipated to cause death, injury, or serious adverse effects to human health or the environment, the threshold quantities, and defines the stationary sources that will be subject to the accident prevention regulations mandated by Section 112(r)(7), 42 U.S.C. § 7412(r)(7). The list of regulated substances and threshold levels are codified at 40 C.F.R. § 68.130.
22. Extremely hazardous substances include, but are not limited to, regulated substances listed pursuant to Section 112(r)(3) of the CAA, 42 U.S.C. § 7412(r)(3), at 40 C.F.R. § 68.130, and chemicals on the list of EHSs published pursuant to EPCRA, 42 U.S.C. § 11011 *et seq.*, at 40 C.F.R. Part 355, Appendices A and B. The legislative history of the 1990 Clean Air Act Amendments intended that the term “extremely hazardous substance” include any agent “which may or may not be listed or otherwise identified by any Government agency which may as the result of short-term exposures associated with releases to the air cause death, injury or property damage due to its toxicity, reactivity, flammability, volatility, or corrosivity.” Senate Committee on Environment and Public Works, Clean Air Act Amendments of 1989, Senate Report No. 228, 101st Congress, 1st Session 211 (1989).

#### **Count I - Failure to Comply with Section 112(r)(1) of the CAA – Atlas Facility**

23. Respondent GSS is a limited liability company organized in the State of Maryland with its headquarters located at 8815 Centre Park Drive, Suite 400 in Columbia Park, Maryland.
24. Respondent GSS is a “person” as defined by Section 302(e) of the CAA, 42 U.S.C. § 7602(e), and is subject to the assessment of civil penalties for the violations alleged herein.
25. A warehouse known as the Atlas Warehouse is located at 625 Depot Street, in Parkersburg, West Virginia (the “Atlas Facility”). From at least 2011 through January 2019, Respondent GSS operated in a portion of the Atlas Facility. In February 2011, Respondent GSS subleased space in the Atlas Facility to another entity for the storage of

calcium hypochlorite.

26. Section 112(r)(2)(C) of the CAA, 42 U.S.C. § 7412(r)(2)(C), defines “stationary source,” as “any buildings, structures, equipment, installations, or substance emitting stationary activities (i) which belong to the same industrial group, (ii) which are located on one or more contiguous properties, (iii) which are under the control of the same person (or persons under common control), and (iv) from which an accidental release may occur.”
27. On November 14, 2017, EPA conducted an inspection of the Atlas Facility to determine whether the Atlas Facility was in compliance with Section 112(r) of the CAA, 42 U.S.C. § 7412(r) (the “CAA Inspection”).
28. EPA sent an information request to Respondent GSS regarding the Atlas Facility pursuant to Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), dated March 5, 2018, to which EPA received a response dated June 28, 2018. EPA also sent an information request to Respondent GSS regarding the Atlas Facility pursuant to Section 114 of the CAA, 42 U.S.C. § 7414, dated January 30, 2018, to which EPA received a response dated June 16, 2018.
29. Based on information obtained during the CAA Inspection, EPA has determined that the Atlas Facility stored calcium hypochlorite (Chemical Abstract Service No. 7779-54-3) in granular and tablet form in average amount of 3,000,000 pounds from 2015 through 2017.
30. According to its Safety Data Sheet, calcium hypochlorite, known as cal hypo, is classified as a Class 3 oxidizer by the National Fire Protection Association. The Safety Data Sheet also states that cal hypo is highly reactive with moisture, combustible materials, organic material, metals, acids, alkalis, oxidizing material, reducing materials, ammonia, petroleum products, paint, wood, paper and pool products.
31. The industry standard National Fire Protection Association 400, *Hazardous Materials Code* (2013) (“NFPA 400”), states the following about cal hypo:

The decomposition will generate oxygen and heat, possibly resulting in a fire of great intensity if combustible materials are present. Direct-exposure fire could cause the material to decompose, the container to erupt, and the fire to reach vastly higher levels of intensity. ... Cal hypo (over 50 percent by weight) is classified as a Class 3 oxidizer.
- NFPA 400, App. G, § G.4.1.1.
32. Because calcium hypochlorite is reactive, it constitutes an extremely hazardous substance under CAA Section 112(r)(1).
33. The obligations under the General Duty Clause to analyze hazards and design and maintain a safe facility mean that an owner or operator must review its facility processes



against relevant industry standards. Some relevant industry standards include the following: National Fire Protection Association 400, Hazardous Materials Code (2013) (“NFPA 400”); and the International Fire Code (2015) (“IFC”).

34. NFPA 400 sets quantitative limits for the storage of Class 3 oxidizers. NFPA 400 provides that hazardous materials may be stored in control areas but shall not exceed the maximum allowable quantities. NFPA 400, § 5.2.1.1.2. The maximum allowable quantity of a Class 3 oxidizer in an indoor control area is 1,150 pounds. NFPA 400, Table 5.2.1.13.3(a). Because the quantity of Class 3 oxidizers in the indoor control area at Building 625 at the Atlas Facility exceeds this amount, the occupancy must comply with the requirements for the defined protection level. NFPA 400, § 5.3.1. The amount of Class 3 oxidizers that may be stored in sprinklered buildings is limited to 1200 tons (2,400,000 pounds). NFPA 400, Table 15.3.2.4.5(b); see also IFC, Table 6304.1.5(2).
35. EPA determined that the amount of calcium hypochlorite stored in the portion of the Atlas Facility operated by GSS averaged approximately 3,000,000 pounds from 2015 to 2017. Therefore, the calcium hypochlorite stored at the Atlas Facility exceeded the amount allowed to provide the level of protection provided for by industry codes and standards.
36. Industry codes further provide that calcium hypochlorite must be stored away from incompatible materials. NFPA 400 provides that calcium hypochlorite, as a Class 3 oxidizer, cannot be stored adjacent to incompatible materials and combustible commodities (such as plastics/polymers) unless there is a solid noncombustible barrier. NFPA 400, § 15.3.2.4.8. NFPA 400 provides for no safe horizontal distance between Class 3 oxidizers and incompatible materials and combustible commodities. NFPA 400, Table 15.3.2.4.5(b).
37. During the CAA Inspection, EPA inspectors observed calcium hypochlorite stored adjacent to plastics and combustible materials without any solid noncombustible barriers between them. Industry codes provide safety procedures for the storage of incompatible materials in containers greater than 5 pounds or 0.5 gallons. IFC, Chapter 27. Incompatibles must be separated by distances of at least 20 feet or by noncombustible partitions; liquids may be stored in flammable liquid storage cabinets and compressed gases in gas cabinets or exhausted enclosures; and materials that are incompatible are not to be stored within the same cabinet or exhausted enclosure. IFC § 2703.98.
38. In January 2019, Respondent GSS transferred the calcium hypochlorite to a recently leased warehouse facility in Jackson County, West Virginia.
39. EPA’s investigation indicates that, prior to Respondent GSS’s transfer of the calcium hypochlorite to another warehouse, Respondent GSS failed to satisfy the General Duty Clause requirement to design and maintain a safe facility. In particular:
  - a. Respondent failed to store calcium hypochlorite in quantities less than the building limits set forth in industry codes, to provide protection consistent with the provisions of NFPA 400;

- b. Respondent failed to store calcium hypochlorite away from incompatible materials, to provide protection consistent with the provisions of NFPA 400 and the IFC.
- 40. The Atlas Facility handles and/or stores extremely hazardous substances as the term is used in Section 112(r)(1) of the CAA, 42 U.S.C. § 7412(r)(1).
- 41. Respondent GSS is, and at times referred to herein was, the operator of a “stationary source,” as the term is defined in Section 112(r)(2)(C) of the CAA, 42 U.S.C. § 7412(r)(2)(C), and 40 C.F.R. § 68.3.
- 42. As the operator of a stationary source, with respect to the handling and storage of calcium hypochlorite, Respondent GSS has a duty under the General Duty Clause, Section 112(r)(1) of the CAA, 42 U.S.C. § 7412(r)(1), to design and maintain a safe facility taking such steps as are necessary to prevent the accidental release of this extremely hazardous substance to the air.
- 43. Respondent GSS violated the requirements of Section 112(r)(1) of the CAA, 42 U.S.C. § 7412(r)(1), by failing to ensure that the storage of flammable chemicals at the Facility was designed and maintained safely to prevent accidental releases, by storing more than 2.4 million pounds and by not separating incompatible materials.
- 44. In failing to comply with Section 112(r)(1) of the CAA, 42 U.S.C. § 7412(r)(1), Respondent GSS is subject to the assessment of penalties under Section 113(d) of the CAA, 42 U.S.C. § 7413(d).
- 45. The duration of the violation is calculated from the time of the CAA Inspection, in November 2017, to January 2019, when Respondent transferred the calcium hypochlorite from the Atlas Facility to another warehouse.

#### **EPCRA FINDINGS OF FACT AND CONCLUSIONS OF LAW**

- 46. The allegations of Paragraphs 1 through 45 of this Consent Agreement are incorporated herein by reference.
- 47. Section 311 of EPCRA, 42 U.S.C. § 11021, as implemented by 40 C.F.R. Part 370, requires an owner or operator of a facility required to prepare or have available a Material Safety Data Sheet/Safety Data Sheet (“M/SDS”) for a hazardous chemical in accordance with the Occupational Safety and Health Administration (“OSHA”) Hazard Communication Standard, 29 U.S.C. §§ 651 *et seq.*, and 29 C.F.R. § 1910.1200, and at which facility is present at any one time a hazardous chemical (including, but not limited to, a hazardous chemical which also qualifies as an extremely hazardous substance (“EHS”)) in a quantity equal to or greater than its applicable minimum threshold level for reporting (“MTL”) or threshold planning quantity (“TPQ”) established by 40 C.F.R. § 370.10, to submit either M/SDSs for, or a list identifying, those hazardous chemicals to the appropriate state emergency response commission (“SERC”), local emergency planning committee (“LEPC”), and local fire department with jurisdiction over the facility, on or before October 17, 1990, or within three months after meeting the MTL or

TPQ.

48. Section 312 of EPCRA, 42 U.S.C. § 11022, as implemented by 40 C.F.R. Part 370, requires the owner or operator of a facility required to prepare or have available an M/SDS for a hazardous chemical in accordance with the OSHA Hazard Communication Standard, 29 U.S.C. §§ 651 et seq., and 29 C.F.R. § 1910.1200, and at which facility a hazardous chemical (including, but not limited to, a hazardous chemical which also qualifies as an EHS) is present at any one time during a calendar year in a quantity equal to or greater than its applicable MTL or TPQ to submit on or before March 1, 1988, and by March 1st of each year thereafter, a completed Chemical Inventory Form identifying the hazardous chemical and providing the information described in Section 312(d) of EPCRA, 42 U.S.C. § 11022(d), to the appropriate SERC, LEPC, and local fire department with jurisdiction over the facility.

### **Count II**

#### **Failure to Comply with Section 311 of EPCRA – Atlas Facility**

49. The allegations of Paragraphs 1 through 48 of this Consent Agreement are incorporated herein by reference.
50. The SERC for the Atlas Facility for purposes of chemical inventory reporting under EPCRA Sections 311 and 312 is, and at all times relevant to this CAFO has been, the West Virginia Division of Homeland Security and Emergency Management, located at 1900 Kanawha Boulevard East, Building 1, Room EB-80, Charleston, West Virginia 25305.
51. The LEPC for the Facility is the Wood County Local Emergency Planning Committee, located at 911 Core Road, in Parkersburg, West Virginia 26104.
52. The local fire department for the Atlas Facility is the Parkersburg Fire Department, located at 1 Government Square, in Parkersburg, West Virginia 26101.
53. Calcium hypochlorite is a hazardous chemical as defined by Section 311(e) of EPCRA, 42 U.S.C. § 11021(e), and 40 C.F.R. § 370.66, and is subject to Sections 311 of EPCRA, 42 U.S.C. § 11021(a).
54. Calcium hypochlorite has an MTL of 10,000 pounds. 40 C.F.R. § 370.10(a)(2)(i).
55. Information obtained from Respondent GSS indicated that calcium hypochlorite was present at the Atlas Facility during each of the calendar years 2015, 2016 and 2017 in amounts exceeding 2.4 million pounds, and averaging 3 million pounds at any one time.
56. Respondent GSS failed to submit to the SERC and the LEPC, either an M/SDS for the calcium hypochlorite, or a list identifying calcium hypochlorite as present at the Atlas Facility in a quantity equal to or exceeding its MTL, no later than three (3) months after the calcium hypochlorite was present at the Atlas Facility in an amount equal to or greater than its MTL.



57. Respondent GSS has been the operator of the Atlas Facility from at least 2015 through January 2019.
58. As a limited liability company, Respondent GSS is a “person” as defined by Section 329(7) of EPCRA, 42 U.S.C. § 11049(7), and its regulations, 40 C.F.R. § 370.66, and its subject to the assessment of civil penalties for the violations alleged herein.
59. The Atlas Facility is a “facility” as defined by Section 329(4) of EPCRA, 42 U.S.C. § 11049(4), and 40 C.F.R. § 370.66.
60. Respondent GSS is an “owner or operator” of the Facility as referenced in Section 311 of EPCRA, 42 U.S.C. § 11021.
61. At the Facility, Respondent GSS was engaged in a business where chemicals are either used, distributed, or are produced for use or distribution.
62. At the Facility, Respondent GSS was an “employer” as that term is defined at 29 C.F.R. § 1910.1200(c).
63. Respondent was the owner or operator of a facility that is required to prepare or have available M/SDSs for calcium hypochlorite under the OSHA Hazard Communication Standard, 29 U.S.C. §§ 651 *et seq.*, and 29 C.F.R. § 1910.1200.
64. Respondent GSS was required to submit to the SERC, the LEPC and the local fire department either the M/SDS for the calcium hypochlorite, or a list identifying calcium hypochlorite as being present at the Atlas Facility, no later than three (3) months the calcium hypochlorite was first present at the Facility in an amount equal to or greater than its MTL.
65. Respondent GSS’s failure to submit to the SERC, the LEPC and the local fire department either an M/SDS for the calcium hypochlorite, or a list identifying calcium hypochlorite as present at the Atlas Facility in a quantity equal to or exceeding its MTL, no later than three (3) months after the calcium hypochlorite was present at the Atlas Facility in an amount equal to or greater than its respective MTL, constitutes a violation of Section 311 of EPCRA, 42 U.S.C. § 11021.
66. According to information provided to EPA by Respondent GSS, on July 17, 2018, Respondent GSS submitted to the SERC, the LEPC, and the local fire department an Emergency and Hazardous Chemical Inventory Form (“Chemical Inventory Form”) for each of the calendar years 2015-2017, each of which lists calcium hypochlorite as present at the Facility.
67. In failing to comply with Section 311 of EPCRA, 42 U.S.C. § 11021, Respondent GSS is subject to the assessment of penalties under Section 325(c)(2) of EPCRA, 42 U.S.C. § 11045(c)(2).

**Count III**

**Failure to Comply with Section 312 of EPCRA – Atlas Facility – 2017**

68. The allegations of Paragraphs 1 through 67 of this Consent Agreement are incorporated herein by reference.
69. According to information provided to EPA by Respondent GSS, Respondent GSS had present at the Atlas Facility one hazardous chemical, calcium hypochlorite, in an amount exceeding its MTL during calendar year 2017.
70. Calcium hypochlorite, a hazardous chemical, is subject to Section 312 of EPCRA, 42 U.S.C. § 11022, pursuant to Section 312(c) of EPCRA, 42 U.S.C. § 11022(c).
71. Respondent GSS did not submit a Chemical Inventory Form to the SERC, the LEPC or the local fire department for the calcium hypochlorite present at the Atlas Facility in an amount exceeding its MTL during calendar year 2017 by March 1, 2018, nor did it provide the information required by Section 312(d) of EPCRA, 42 U.S.C. § 11022(d).
72. In failing to comply with Section 312 of EPCRA, 42 U.S.C. § 11022, Respondent GSS is subject to the assessment of penalties under Section 325(c)(1) of EPCRA, 42 U.S.C. § 11045(c)(1).

**Count IV**

**Failure to Comply with Section 312 of EPCRA – Atlas Facility – 2016**

73. The allegations of Paragraphs 1 through 72 of this Consent Agreement are incorporated herein by reference.
74. According to information provided to EPA by Respondent GSS, Respondent GSS had present at the Atlas Facility one hazardous chemical, calcium hypochlorite, in an amount exceeding its MTL during calendar year 2016.
75. Respondent GSS did not submit a Chemical Inventory Form to the SERC, the LEPC or the local fire department for the calcium hypochlorite present at the Atlas Facility in an amount exceeding its MTL during calendar year 2016 by March 1, 2017, nor did it provide the information required by Section 312(d) of EPCRA, 42 U.S.C. § 11022(d).
76. In failing to comply with Section 312 of EPCRA, 42 U.S.C. § 11022, Respondent GSS is subject to the assessment of penalties under Section 325(c)(1) of EPCRA, 42 U.S.C. § 11045(c)(1).

**Count V**

**Failure to Comply with Section 312 of EPCRA – Atlas Facility – 2015**

77. The allegations of Paragraphs 1 through 76 of this Consent Agreement are incorporated herein by reference.
78. According to information provided to EPA by Respondent GSS, Respondent GSS had

present at the Atlas Facility one hazardous chemical, calcium hypochlorite, in an amount exceeding its MTL during calendar year 2015.

79. Respondent GSS did not submit a Chemical Inventory Form to the SERC, the LEPC or the local fire department for the calcium hypochlorite present at the Atlas Facility in an amount exceeding its MTL during calendar year 2015 by March 1, 2016, nor did it provide the information required by Section 312(d) of EPCRA, 42 U.S.C. § 11022(d).
80. In failing to comply with Section 312 of EPCRA, 42 U.S.C. § 11022, Respondent GSS is subject to the assessment of penalties under Section 325(c)(1) of EPCRA, 42 U.S.C. § 11045(c)(1).

#### **Count VI**

##### **Failure to Comply with Section 311 of EPCRA – 117 Warehouse Drive**

81. The allegations of Paragraphs 1 through 80 of this Consent Agreement are incorporated herein by reference.
82. Respondent IEI is a corporation formed in the State of Maryland with its headquarters located at 8815 Centre Park Drive, Suite 400 in Columbia Park, Maryland.
83. Respondent PAS is a limited liability company organized in the State of Maryland with its headquarters located at 8815 Centre Park Drive, Suite 400 in Columbia Park, Maryland.
84. Respondents IEI and PAS are operators of a warehouse located at 117 Warehouse Drive in Washington, West Virginia (the “117 Warehouse Drive Facility”).
85. On November 15, 2017, EPA conducted an inspection of the 117 Warehouse Drive Facility to determine whether the 117 Warehouse Drive Facility was in compliance with Section 112(r) of the CAA, 42 U.S.C. § 7412(r) (the “CAA Inspection”).
86. EPA also sent information requests to Respondent IEI and Respondent PAS regarding the 117 Warehouse Drive Facility pursuant to Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), dated March 5, 2018, to which EPA received a response dated June 29, 2018, and Section 114 of the CAA, 42 U.S.C. § 7414, dated January 30, 2018, to which EPA received a response dated June 16, 2018.
87. The SERC for the 117 Warehouse Drive Facility for purposes of chemical inventory reporting under EPCRA Sections 311 and 312 is, and at all times relevant to this CAFO has been, the West Virginia Division of Homeland Security and Emergency Management, located at 1900 Kanawha Boulevard East, Building 1, Room EB-80, Charleston, West Virginia 25305.
88. The LEPC for the 117 Warehouse Drive Facility is the Wood County Local Emergency Planning Committee, located at 911 Core Road, in Parkersburg, West Virginia 26104.
89. The local fire department for the 117 Warehouse Drive Facility is the Lubeck Volunteer

Fire Department, located at 1340 Harris Highway, in Parkersburg, WV 26101.

90. Polyguard HR is a hazardous chemical as defined by Section 311(e) of EPCRA, 42 U.S.C. § 11021(e), and 40 C.F.R. § 370.66, and is subject to Sections 311 of EPCRA, 42 U.S.C. § 11021(a).
91. Polyguard HR has an MTL of 10,000 pounds. 40 C.F.R. § 370.10(a)(2)(i).
92. Information obtained from Respondents IEI and PAS indicated that Polyguard HR was present at the 117 Warehouse Drive Facility during calendar years 2015, 2016 and 2017 at 240,000 pounds.
93. Respondents IEI and PAS failed to submit to the SERC, LEPC, and the local fire department either an M/SDS for the calcium hypochlorite, or a list identifying Polyguard HR as present at the 117 Warehouse Drive Facility in a quantity equal to or exceeding its MTL, no later than three (3) months after the Polyguard HR was present at the 117 Warehouse Drive Facility in an amount equal to or greater than its MTL.
94. Respondents IEI and PAS have been the operators of the 117 Warehouse Drive Facility from at least 2015 through the present.
95. As a corporation, Respondent IEI is a "person" as defined by Section 329(7) of EPCRA, 42 U.S.C. § 11049(7), and its regulations, 40 C.F.R. § 370.66, and is subject to the assessment of civil penalties for the violations alleged herein.
96. As a limited liability company, Respondent PAS is a "person" as defined by Section 329(7) of EPCRA, 42 U.S.C. § 11049(7), and its regulations, 40 C.F.R. § 370.66, and is subject to the assessment of civil penalties for the violations alleged herein.
97. The 117 Warehouse Drive Facility is a "facility" as defined by Section 329(4) of EPCRA, 42 U.S.C. § 11049(4), and 40 C.F.R. § 70.66.
98. Respondent IEI is an "owner or operator" of the Facility as referenced in Section 311 of EPCRA, 42 U.S.C. § 11021.

99. Respondent PAS is an “owner or operator” of the Facility as referenced in Section 311 of EPCRA, 42 U.S.C. § 11021.
100. At the 117 Warehouse Drive Facility, Respondents IEI and PAS were engaged in a business where chemicals are either used, distributed, or are produced for use or distribution.
101. At the 117 Warehouse Drive Facility, Respondents IEI and PAS was each an “employer” as that term is defined at 29 C.F.R. § 1910.1200(c).
102. Respondents IEI and PAS was each the owner or operator of a facility that is required to prepare or have available M/SDSs for Polyguard HR above under the OSHA Hazard Communication Standard, 29 U.S.C. §§ 651 *et seq.*, and 29 C.F.R. § 1910.1200.
103. Respondents IEI and PAS were required to submit to the SERC, the LEPC and the local fire department either the M/SDS for Polyguard HR, or a list identifying Polyguard HR as being present at the 117 Warehouse Drive Facility, no later than three (3) months after the Polyguard HR was first present at the 117 Warehouse Drive Facility in an amount equal to or greater than its MTL.
104. Respondents IEI and PAS’s failure to submit to the SERC, the LEPC and the local fire department either an M/SDS for Polyguard HR, or a list identifying Polyguard HR as present at the 117 Warehouse Drive Facility in quantities equal to or exceeding its MTL, no later than three (3) months after the Polyguard HR was present at the 117 Warehouse Drive Facility in an amount equal to or greater than its MTL, constitutes a violation of Section 311 of EPCRA, 42 U.S.C. § 11021.
105. According to information provided to EPA, on July 13, 2018, Respondent IEI submitted to the SERC, the LEPC, and the local fire department a Chemical Inventory Form for calendar years 2015-2017, which lists Polyguard HR as present at the Facility.
106. In failing to comply with Section 311 of EPCRA, 42 U.S.C. § 11021, Respondent GSS is subject to the assessment of penalties under Section 325(c)(2) of EPCRA, 42 U.S.C. § 11045(c)(2).

#### **Count VII**

#### **Failure to Comply with Section 312 of EPCRA – 117 Warehouse Drive - 2017**

107. The allegations of Paragraphs 1 through 106 of this Consent Agreement are incorporated herein by reference.
108. According to information provided to EPA by Respondent IEI, Respondents IEI and PAS had present at the 117 Warehouse Road Facility one hazardous chemical, Polyguard HR, in an amount exceeding its MTL during calendar year 2017.
109. Polyguard HR, a hazardous chemical, is subject to Section 312 of EPCRA, 42 U.S.C. § 11022, pursuant to Section 312(c) of EPCRA, 42 U.S.C. § 11022(c).



110. Respondents IEI and PAS did not submit a Chemical Inventory Form to the SERC, the LEPC or the local fire department for the Polyguard HR present at the 117 Warehouse Road Facility in an amount exceeding its MTL during calendar year 2017 by March 1, 2018, nor did it provide the information required by Section 312(d) of EPCRA, 42 U.S.C. § 11022(d).
111. In failing to comply with Section 312 of EPCRA, 42 U.S.C. § 11022, Respondents IEI and PAS are subject to the assessment of penalties under Section 325(c)(1) of EPCRA, 42 U.S.C. § 11045(c)(1).

#### **Count VIII**

##### **Failure to Comply with Section 312 of EPCRA – 117 Warehouse Drive - 2016**

112. The allegations of Paragraphs 1 through 111 of this Consent Agreement are incorporated herein by reference.
113. According to information provided to EPA by Respondent IEI, Respondents IEI and PAS had present at the 117 Warehouse Road Facility one hazardous chemical, Polyguard HR, in an amount exceeding its MTL during calendar year 2016.
114. Respondents IEI and PAS did not submit a Chemical Inventory Form to the SERC, the LEPC or the local fire department for the Polyguard HR present at the 117 Warehouse Road Facility in an amount exceeding its MTL during calendar year 2016 by March 1, 2017, nor did it provide the information required by Section 312(d) of EPCRA, 42 U.S.C. § 11022(d).
115. In failing to comply with Section 312 of EPCRA, 42 U.S.C. § 11022, Respondents IEI and PAS are subject to the assessment of penalties under Section 325(c)(1) of EPCRA, 42 U.S.C. § 11045(c)(1).

#### **Count IX**

##### **Failure to Comply with Section 312 of EPCRA – 117 Warehouse Drive - 2015**

116. The allegations of Paragraphs 1 through 115 of this Consent Agreement are incorporated herein by reference.
117. According to information provided to EPA by Respondent IEI, Respondents IEI and PAS had present at the 117 Warehouse Road Facility one hazardous chemical, Polyguard HR, in an amount exceeding its MTL during calendar year 2015.
118. Respondents IEI and PAS did not submit a Chemical Inventory Form to the SERC, the LEPC or the local fire department for the Polyguard HR present at the 117 Warehouse Road Facility in an amount exceeding its MTL during calendar year 2015 by March 1, 2016, nor did it provide the information required by Section 312(d) of EPCRA, 42 U.S.C. § 11022(d).
119. In failing to comply with Section 312 of EPCRA, 42 U.S.C. § 11022, Respondents IEI and PAS are subject to the assessment of penalties under Section 325(c)(1) of EPCRA,

42 U.S.C. § 11045(c)(1).

**Count X**

**Failure to Comply with Section 311 of EPCRA – 2969 Greenhills Road**

120. The allegations of Paragraphs 1 through 119 of this Consent Agreement are incorporated herein by reference.
121. Respondent NP is the operator of a warehouse located at 2969 Greenhills Road, in Ravenswood, West Virginia (the “2969 Greenhills Road Facility”).
122. On November 15, 2017, EPA conducted an inspection of the 2969 Greenhills Road Facility to determine whether the Greenhills Road Facility was in compliance with Section 112(r) of the CAA, 42 U.S.C. § 7412(r) (the “CAA Inspection”).
123. EPA sent an information request to Respondents IEI and NP regarding the 2969 Greenhills Road Facility pursuant to Section 104(e) of CERCLA, 42 U.S.C. § 9604(e), dated March 5, 2018, to which EPA received a response dated June 14, 2018. EPA also sent an information request to Respondents IEI and NP regarding the 2969 Greenhills Road Facility pursuant to Section 114 of the CAA, 42 U.S.C. § 7414, dated January 30, 2018, to which EPA received a response dated June 16, 2018.
124. The SERC for the 2969 Greenhills Road Facility for purposes of chemical inventory reporting under EPCRA Sections 311 and 312 is, and at all times relevant to this CAFO has been, the West Virginia Division of Homeland Security and Emergency Management, located at 1900 Kanawha Boulevard East, Building 1, Room EB-80, Charleston, West Virginia 25305.
125. The LEPC for the 2969 Greenhills Road Facility is the Jackson County 911 Commission, located at 100 Maple Street, in Ripley, West Virginia 25271.
126. The local fire department for the 2969 Greenhills Road Facility is the Ravenswood Volunteer Fire Department, located at 333 Virginia Street, in Ravenswood, West Virginia 26164.
127. Talc is a hazardous chemical as defined by Section 311(e) of EPCRA, 42 U.S.C. § 11021(e), and 40 C.F.R. § 370.66, and is subject to Sections 311 of EPCRA, 42 U.S.C. § 11021(a).
128. The MTL for talc is 10,000 pounds. 40 C.F.R. § 370.10(a)(2)(i).
129. Information obtained from Respondent IEI indicated that talc was present at the 2969 Greenhills Road Facility during calendar year 2017 at 120,000 pounds.
130. Respondent NP failed to submit to the SERC, LEPC, and the local fire department either an M/SDS for the calcium hypochlorite, or a list identifying talc as present at the 2969 Greenhills Road Facility in a quantity equal to or exceeding its MTL, no later than three

(3) months after the talc was present at the 2969 Greenhills Road Facility in an amount equal to or greater than its MTL.

131. Respondent NP have been the operator of the 2969 Greenhills Road Facility from at least 2017 through the present.
132. As a limited liability company, Respondent NP is a “person” as defined by Section 329(7) of EPCRA, 42 U.S.C. § 11049(7), and its regulations, 40 C.F.R. § 370.66, and is subject to the assessment of civil penalties for the violations alleged herein.
133. The 2969 Greenhills Road Facility is a “facility” as defined by Section 329(4) of EPCRA, 42 U.S.C. § 11049(4), and 40 C.F.R. § 370.66.
134. Respondent NP is an “owner or operator” of the Facility as referenced in Section 311 of EPCRA, 42 U.S.C. § 11021.
135. At the 2969 Greenhills Road Facility, Respondent NP was engaged in a business where chemicals are either used, distributed, or are produced for use or distribution.
136. At the 2969 Greenhills Road Facility, Respondent NP was an “employer” as that term is defined at 29 C.F.R. § 1910.1200(c).
137. Respondent NP was the owner or operator of a facility that is required to prepare or have available M/SDSs for talc above under the OSHA Hazard Communication Standard, 29 U.S.C. §§ 651 *et seq.*, and 29 C.F.R. § 1910.1200.
138. Respondent NP was required to submit to the SERC, the LEPC and the local fire department either the M/SDS for talc, or a list identifying talc as being present at the 2969 Greenhills Road Facility, no later than three (3) months after talc was first present at the 2969 Greenhills Road Facility in an amount equal to or greater than its MTL.
139. Respondent NP’s failure to submit to the SERC, the LEPC and the local fire department either an M/SDS for talc, or a list identifying talc as present at the 2969 Greenhills Road Facility in quantities equal to or exceeding its MTL, no later than three (3) months after talc was present at the 2969 Greenhills Road Facility in an amount equal to or greater than its MTL, constitutes a violation of Section 311 of EPCRA, 42 U.S.C. § 11021.
140. According to information provided to EPA by Respondent IEI, on 9-23-2019, Respondent IEI submitted to the SERC, the LEPC, and the local fire department a Chemical Inventory Form for calendar year 2017, which listed talc as present at the Facility
141. In failing to comply with Section 311 of EPCRA, 42 U.S.C. § 11021, Respondent NP is subject to the assessment of penalties under Section 325(c)(2) of EPCRA, 42 U.S.C. § 11045(c)(2).

### Count XI

#### Failure to Comply with Section 312 of EPCRA – 2969 Greenhills Road - 2017

142. The allegations of Paragraphs 1 through 141 of this Consent Agreement are incorporated herein by reference.
143. According to information provided to EPA by Respondent, Respondent NP had present at the 2969 Greenhills Road Facility one hazardous chemical, talc, in an amount exceeding its MTLs during calendar year 2017.
144. Talc, a hazardous chemical, is subject to Section 312 of EPCRA, 42 U.S.C. § 11022, pursuant to Section 312(c) of EPCRA, 42 U.S.C. § 11022(c).
145. Respondent NP did not submit a Chemical Inventory Form to the SERC, the LEPC or the local fire department for the talc present at the 2969 Greenhills Road Facility in an amount exceeding its MTL during calendar year 2017 by March 1, 2018, nor did it provide the information required by Section 312(d) of EPCRA, 42 U.S.C. § 11022(d).
146. In failing to comply with Section 312 of EPCRA, 42 U.S.C. § 11022, Respondent NP is subject to the assessment of penalties under Section 325(c)(1) of EPCRA, 42 U.S.C. § 11045(c)(1).

#### SETTLEMENT

147. Respondents consent to the issuance of this Consent Agreement, and consents for purposes of settlement to the payment of the civil penalty cited in the following paragraph.

#### Civil Penalty

148. In settlement of EPA's claims for civil penalties for the violations alleged in this Consent Agreement, Respondents consent to the assessment of a total civil penalty in the amount of **ONE HUNDRED FORTY-EIGHT THOUSAND THREE HUNDRED SEVENTY DOLLARS (\$148,370)**, which total includes **SEVENTY-SIX THOUSAND SEVEN HUNDRED FIVE DOLLARS (\$76,705)** for alleged violations of Section 112(r) of the CAA, 42 U.S.C. § 7412(r) ("CAA civil penalty"), and **SEVENTY-ONE THOUSAND SIX HUNDRED SIXTY-FIVE DOLLARS (\$71,665)** for alleged violations of Sections 311 and 312 of EPCRA, 42 U.S.C. § 11021 and 11022 ("EPCRA civil penalty"), which Respondents shall be liable to pay in accordance with the terms set forth below.
149. The CAA civil penalty stated herein is based upon Complainant's consideration of a number of factors, including, but not limited to, the penalty criteria set forth in Section 113(e) of the CAA, 42 U.S.C. § 7413(e), and is consistent with 40 C.F.R. Part 19 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), and the appropriate *Adjustment of Civil Monetary Penalties*

*for Inflation*, pursuant to 40 C.F.R. Part 19, and the applicable EPA memoranda addressing EPA's civil penalty policies to account for inflation.

150. The EPCRA civil penalty is based upon EPA's consideration of a number of factors, including the following: the nature, circumstances, extent and gravity of the violation or violations, and, with respect to the violator, ability to pay, any prior history of such violations, the degree of culpability, economic benefit or savings (if any) resulting from the violation, and such matters as justice may require. These factors were applied to the particular facts and circumstances of this case with specific reference to EPA's *Enforcement Response Policy for Sections 304, 311 and 312 of the Emergency Planning and Community Right-to-Know Act and Section 103 of the Comprehensive Environmental Response, Compensation and Liability Act (September 30, 1999)*, which reflects the statutory penalty criteria and factors set forth at Section 325(b)(1)(C) of EPCRA, the appropriate *Adjustment of Civil Monetary Penalties for Inflation*, pursuant to 40 C.F.R. Part 19, and the applicable EPA memoranda addressing EPA's civil penalty policies to account for inflation.
151. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondents agree to pay the total civil penalty of \$148,370 for the EPCRA and CAA violations in twelve (12) installments with interest on the outstanding principal balance in accordance with the following schedule, with each and every payment identified with "EPA Docket No. CAA-EPCRA-03-2020-0040," in accordance with the payment methods set forth in Paragraph 152, below:
- a. 1st Payment: The first payment in the amount of \$12,432.20, consisting of a principal payment of \$12,432.20 and an interest payment of \$0, shall be paid within one month of the Effective Date of this Agreement;
  - b. 2nd Payment: The second payment in the amount of \$12,432.20, consisting of a principal payment of \$12,315.14 and an interest payment of \$117.06, shall be paid within two months of the Effective Date of this Agreement;
  - c. 3rd Payment: The third payment in the amount of \$12,432.20, consisting of a principal payment of \$12,325.75 and an interest payment of \$106.45, shall be paid within three months of the Effective Date of this Agreement;
  - d. 4th Payment: The fourth payment in the amount of \$12,432.20, consisting of a principal payment of \$12,342.54 and an interest payment of \$89.66, shall be paid within four months of the Effective Date of this Agreement;
  - e. 5th Payment: The fifth payment in the amount of \$12,432.20, consisting of a principal payment of \$12,346.99 and an interest payment of \$85.21, shall be paid within five months of the Effective Date of this Agreement;
  - f. 6th Payment: The sixth payment in the amount of \$12,432.20, consisting of a principal payment of \$12,360.03 and an interest payment of \$72.17, shall be paid within six months of the Effective Date of this Agreement;



- g. 7th Payment: The seventh payment in the amount of \$12,432.20, consisting of a principal payment of \$12,368.26 and an interest payment of \$63.94, shall be paid within seven months of the Effective Date of this Agreement;
  - h. 8th Payment: The eighth payment in the amount of \$12,432.20, consisting of a principal payment of \$12,380.63 and an interest payment of \$51.57, shall be paid within eight months days of the Effective Date of this Agreement;
  - i. 9th Payment: The ninth payment in the amount of \$12,432.20, consisting of a principal payment of \$12,389.58 and an interest payment of \$42.62, shall be paid within nine months of the Effective Date of this Agreement;
  - j. 10th Payment: The tenth payment in the amount of \$12,432.20, consisting of a principal payment of \$12,400.25 and an interest payment of \$31.95, shall be paid within ten months of the Effective Date of this Agreement;
  - k. 11th Payment: The eleventh payment in the amount of \$12,432.20, consisting of a principal payment of \$12,411.61 and an interest payment of \$20.59, shall be paid within eleven months of the Effective Date of this Agreement; and
  - l. 12th Payment: The twelfth payment in the amount of \$12,432.20, consisting of a principal payment of \$12,297.02 and an interest payment of \$10.59, shall be paid within twelve months of the Effective Date of this Agreement.
152. Payment of the CAA civil penalty and the EPCRA civil penalty, and any associated interest, administrative fees, and late payment penalties owed, shall be made by either cashier's check, certified check or electronic wire transfer, in the following manner:
- a. All payments by Respondent shall include reference to Respondent's name and address, and the Docket Number of this action, i.e., CAA-EPCRA-03-2020-0040;
  - b. All checks in payment of the CAA civil penalty and the EPCRA civil penalty shall be made payable to the "United States Treasury";
  - c. All payments made by check in payment of the CAA civil penalty and the EPCRA civil penalty and sent by regular mail shall be addressed and mailed to:  

U.S. Environmental Protection Agency  
Cincinnati Finance Center  
P.O. Box 979077  
St. Louis, MO 63197-9000
  - d. For additional information concerning other acceptable methods of payment of the civil penalty amounts see:

<https://www.epa.gov/financial/makepayment>

- e. A copy of Respondent's checks or other documentation of payment of the penalties using the method selected by Respondent for payment shall be sent simultaneously to:

Cynthia T. Weiss  
Senior Assistant Regional Counsel  
U.S. EPA, Region III (3RC20)  
1650 Arch Street  
Philadelphia, PA 19103-2029  
[weiss.cynthia@epa.gov](mailto:weiss.cynthia@epa.gov)

153. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, EPA is entitled to 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, as more fully described below. Accordingly, Respondents' failure to make timely payment of the penalty as specified herein shall result in the assessment of late payment charges including interest, penalties and/or administrative costs of handling delinquent debts.
154. Payment of the CAA civil penalty and the EPCRA civil penalty is due and payable immediately upon receipt by Respondents of a true and correct copy of the fully executed and filed CAFO. Receipt by Respondents or Respondents' legal counsel of such copy of the fully executed CAFO, with a date stamp indicating the date on which the CAFO was filed with the Regional Hearing Clerk, shall constitute receipt of written initial notice that a debt is owed EPA by Respondent in accordance with 40 C.F.R. § 13.9(a).
155. INTEREST: In accordance with 40 C.F.R. § 13.11(a)(1), interest on the civil penalty assessed in this CAFO will begin to accrue on the date that a copy of the fully executed and filed CAFO is mailed or hand-delivered to Respondents. However, EPA will not seek to recover interest on any amount of the civil penalties that is paid within thirty (30) calendar days after the date on which such interest begins to accrue. 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).
156. ADMINISTRATIVE COSTS: The costs of the EPA's administrative handling of overdue debts will be charged and assessed monthly throughout the period a debt is overdue. 40 C.F.R. § 13.11(b). Pursuant to Appendix 2 of EPA's Resources Management Directives – Case Management, Chapter 9, EPA will 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) days the penalty remains unpaid.
157. LATE PAYMENT PENALTY: A late payment penalty of six percent per year will be assessed monthly on any portion of the civil penalty that remains delinquent more than ninety (90) calendar days. 40 C.F.R. § 13.11(c). Should assessment of the penalty

charge on the debt be required, it shall accrue from the first day payment is delinquent.  
31 C.F.R. § 901.9(d).

158. Failure by the Respondents to pay the CAA civil penalty and the EPCRA civil penalty assessed by the Final Order in accordance with the terms of this CAFO may subject Respondents to a civil action to collect the assessed penalties, plus interest, pursuant to Section 113 of the CAA, 42 U.S.C. § 7413, and Section 325 of EPCRA, 42 U.S.C. § 11045. In any such collection action, the validity, amount and appropriateness of the penalty shall not be subject to review.

159. Respondents agree not to deduct for federal tax purposes the civil penalty assessed in this CAFO.

### **GENERAL SETTLEMENT CONDITIONS**

160. By signing this Consent Agreement, Respondents acknowledge that this CAFO will be available to the public and represents that, to the best of Respondent's knowledge and belief, this CAFO does not contain any confidential business information or personally identifiable information from Respondents.

161. Respondents certify that any information or representation it has supplied or made to EPA concerning this matter was, at the time of submission true, accurate, and complete and that there has been no material change regarding the truthfulness, accuracy or completeness of such information or representation. EPA shall have the right to institute further actions to recover appropriate relief if EPA obtains evidence that any information provided and/or representations made by Respondents to the EPA regarding matters relevant to this CAFO, including information about respondent's ability to pay a penalty, are false or, in any material respect, inaccurate. This right shall be in addition to all other rights and causes of action that EPA may have, civil or criminal, under law or equity in such event. Respondents and its respective officers, directors and agents are aware that the submission of false or misleading information to the United States government may subject a person to separate civil and/or criminal liability.

### **CERTIFICATION OF COMPLIANCE**

162. Respondents certify to EPA, upon personal investigation and to the best of their respective knowledge and belief, that they are currently in compliance with regard to the violations alleged in this Consent Agreement.

### **OTHER APPLICABLE LAWS**

163. Nothing in this CAFO shall relieve Respondents of their obligations to comply with all applicable federal, state, and local laws and regulations, nor shall it restrict EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on the validity of any federal, state or local permit. This CAFO does not constitute a waiver, suspension or modification of the requirements of the CAA or EPCRA, or any regulations promulgated thereunder.

### **RESERVATION OF RIGHTS**

164. This CAFO resolves only EPA's claims for civil penalties for the specific violations alleged against Respondents in this CAFO. EPA reserves the right to commence action against any person, including any of Respondents, in response to any condition which EPA determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment. This settlement is subject to all limitations on the scope of resolution and to the reservation of rights set forth in Section 22.18(c) of the Consolidated Rules of Practice, 40 C.F.R. § 22.18(c). EPA reserves any rights and remedies available to it under the CAA and EPCRA, the regulations promulgated thereunder and any other federal law or regulation to enforce the terms of this CAFO after its effective date.

### **EXECUTION /PARTIES BOUND**

165. This CAFO shall apply to and be binding upon the EPA, the Respondents and the officers, directors, employees, contractors, successors, agents and assigns of each of the Respondents. By his or her signature below, the person who signs this Consent Agreement on behalf of each Respondent is acknowledging that they are fully authorized by that Respondent to execute this Consent Agreement and to legally bind that Respondent to the terms and conditions of this CAFO.

### **EFFECTIVE DATE**

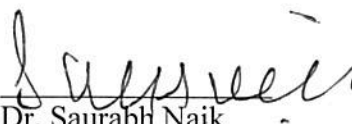
166. The effective date of this CAFO is the date on which the Final Order, signed by the Regional Administrator of EPA, Region III, or his/her designee, the Regional Judicial Officer, is filed along with the Consent Agreement with the Regional Hearing Clerk pursuant to the Consolidated Rules of Practice.

### **ENTIRE AGREEMENT**

167. This CAFO constitutes the entire agreement and understanding between the Parties regarding settlement of all claims for civil penalties pertaining to the specific violations alleged herein and there are no representations, warranties, covenants, terms, or conditions agreed upon between the Parties other than those expressed in this CAFO.

In Re: Intercontinental Export Imports, Inc.  
EPA Docket Nos. CAA-EPCRA-03-2020-0040

For Respondents: Intercontinental Export Imports, Inc.  
Green Sustainable Solutions, LLC  
Polymer Alliance Services, LLC  
Niche Polymers, LLC


  
Dr. Saurabh Naik  
President  
1) 8) 20



For the Complainant:

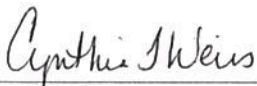
After reviewing the Consent Agreement and other pertinent matters, I, the undersigned Director of the Enforcement and Compliance Assurance Division of the United States Environmental Protection Agency, Region III, agree to the terms and conditions of this Consent Agreement and recommend that the Regional Administrator, or his/her designee, the Regional Judicial Officer, issue the attached Final Order.

Date: JAN 23 2020

By:   
Karen Melvin  
Director, Enforcement and Compliance  
Assurance Division  
U.S. EPA – Region III  
Complainant

For the Complainant:

Date: 1/8/2020

By:   
Cynthia T. Weiss  
Sr. Assistant Regional Counsel

**BEFORE THE UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY  
REGION III**

**In the Matter of:**

**Intercontinental Export Imports, Inc.  
8815 Centre Park Drive, Suite 400  
Columbia, MD 21045,**

**Green Sustainable Solutions, LLC  
8815 Centre Park Drive, Suite 400  
Columbia, MD 21045,**

**Polymer Alliance Services, LLC  
8815 Centre Park Drive, Suite 400  
Columbia, MD 21045,**

**Niche Polymer, LLC  
8815 Centre Park Drive, Suite 400  
Columbia, MD 21045,**

**Respondents.**

**Atlas Warehouse  
625 Depot Street  
Parkersburg, WV 26101**

**117 Warehouse Drive  
Washington, WV 26181**

**2969 Greenhills Road  
Ravenswood, WV 26164,**

**Facilities.**

**EPA Docket Nos. CAA-03-2020-0040  
EPCRA-03-2020-0040**

**FINAL ORDER**

**Proceeding under Sections 112(r) and  
113 of the Clean Air Act, 42 U.S.C. §§  
7412(r) and 7413, and Sections 311, 312  
and 325 of the Emergency Planning and  
Community Right-to-Know Act, 42  
U.S.C. §§ 11021, 11022 and 11045**

**U.S. EPA-REGION 3-RHC  
FILED-28JAN2020am11:04**

**FINAL ORDER**

Complainant, the Director of the Enforcement & Compliance Assurance Division, U.S. Environmental Protection Agency, Region III, and Respondents, Intercontinental Expert Imports, Inc., Green Sustainable Solutions, LLC, Polymer Alliance Services, LLC, and Niche Polymer, LLC, have executed a document entitled "Consent Agreement," which I hereby ratify as a

Consent Agreement in accordance with the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (“Consolidated Rules of Practice”), 40 C.F.R. Part 22 (with specific reference to [Sections 22.13(b) and 22.18(b)(2) and (3)]. The terms of the foregoing Consent Agreement are accepted by the undersigned and incorporated into this Final Order as if fully set forth at length herein.


Based upon the representations of the parties in the attached Consent Agreement, the penalty agreed to therein is based upon consideration of, *inter alia*, EPA’s *Combined Enforcement Policy for CAA Section 112(r)(1), 112(r)(7), and 40 C.F.R. Part 68* (June 2012), the statutory factors set forth in Section 113(e) of the Clean Air Act (“CAA”), 42 U.S.C. § 7413(e), and the penalty criteria and factors set forth in EPA’s *Enforcement Response Policy for Sections 304, 311 and 312 of the Emergency Planning and Community Right-to-Know Act and Section 103 of the Comprehensive Environmental Response, Compensation and Liability Act (September 30, 1999)*.

**NOW, THEREFORE, PURSUANT TO** Section 113(d) of the CAA, 42 U.S.C. § 7413(d), and Section 325 of EPCRA, 42 U.S.C. § 11045, and Section 22.18(b)(3) of the Consolidated Rules of Practice, **IT IS HEREBY ORDERED** that Respondent pay a civil penalty in the amount of **ONE HUNDRED FORTY-EIGHT THOUSAND THREE HUNDRED SEVENTY DOLLARS (\$148,370)**, in accordance with the payment provisions set forth in the Consent Agreement, and comply with the terms and conditions of the Consent Agreement.

This Final Order constitutes the final Agency action in this proceeding. This Final Order shall not in any case affect the right of the Agency or the United States to pursue appropriate injunctive or other equitable relief, or criminal sanctions for any violations of the law. This Final Order resolves only those causes of action alleged in the Consent Agreement and does not waive, extinguish or otherwise affect Respondent’s obligation to comply with all applicable provisions of the CAA and EPCRA and the regulations promulgated thereunder.

The effective date of the attached Consent Agreement and this Final Order is the date on which this Final Order is filed with the Regional Hearing Clerk.

Jan. 28, 2020  
Date

  
\_\_\_\_\_  
Joseph J. Lisa  
Regional Judicial and Presiding Officer  
U.S. EPA Region III

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION III  
1650 Arch Street  
Philadelphia, Pennsylvania 19103

**In the Matter of:**

**Intercontinental Export Imports, Inc.**  
8815 Centre Park Drive, Suite 400  
Columbia, MD 21045,

**Green Sustainable Solutions, LLC**  
8815 Centre Park Drive, Suite 400  
Columbia, MD 21045,

**Polymer Alliance Services, LLC**  
8815 Centre Park Drive, Suite 400  
Columbia, MD 21045,

**Niche Polymer, LLC**  
8815 Centre Park Drive, Suite 400  
Columbia, MD 21045,

**Respondents.**

**Atlas Warehouse**  
625 Depot Street  
Parkersburg, WV 26101,

**117 Warehouse Drive**  
Washington, WV 26181

**2969 Greenhills Road**  
Ravenswood, WV 26164

**Facilities.**

**U.S. EPA Docket Nos.**  
**CAA-EPCRA-03-2020-0040**

**Proceeding under Sections 112(r) and  
113 of the Clean Air Act, 42 U.S.C. §§  
7412(r) and 7413, and Sections 311, 312  
and 325 of the Emergency Planning and  
Community Right-to-Know Act, 42  
U.S.C. §§ 11011, 11012 and 11045**

**CERTIFICATE OF SERVICE**

I certify that on JAN 28 2020, the original and one (1) copy of the foregoing *Consent Agreement and Final Order*, were filed with the EPA Region III Regional Hearing Clerk. I further certify that on the date set forth below, I caused to be served a true and correct copy of the foregoing to each of the following persons, in the manner specified below, at the following addresses:



Copy served via Certified Mail, Return Receipt Requested, to:

Dr. Saurabh Naik  
Intercontinental Export Imports, Inc.  
8815 Centre Park Drive, Suite 400  
Columbia, Maryland 21045

Copies served via Hand Delivery or Inter-Office Mail to:

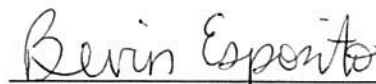
Cynthia T. Weiss  
Senior Assistant Regional Counsel  
ORC – 3RC20  
U.S. EPA, Region III  
1650 Arch Street  
Philadelphia, PA 19103

Mary Hunt  
Enforcement Officer  
ECAD – 3ED12  
U.S. EPA, Region III  
1650 Arch Street  
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Theresa Gallagher  
Enforcement Officer  
ECAD – 3ED12  
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Perry Pandya  
Enforcement Officer  
ECAD – 3ED12  
U.S. EPA, Region III  
1650 Arch Street  
Philadelphia, PA 19103

Dated: JAN 28 2020



Regional Hearing Clerk  
U.S. Environmental Protection Agency, Region III

TRACKING NUMBERS: 70012510 000110427951