

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 6  
1201 Elm Street, Suite 500  
Dallas, Texas 75270**

**In the Matter of** §  
§  
**Cyanco International LLC** § **Docket No. TSCA-06-2025-6181**  
§  
**Respondent.** §

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**CONSENT AGREEMENT AND FINAL ORDER**

**A. PRELIMINARY STATEMENT**

The U.S. Environmental Protection Agency, Region 6 (“EPA” or “Complainant”), and Cyanco International LLC (“Respondent”) have agreed to a settlement of this action before the filing of a complaint. This action is simultaneously commenced and concluded pursuant to 22.13(b) and 22.18(b)(2) of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits, 40 C.F.R. §§ 22.13(b) and 22.18(b)(2).

**B. JURISDICTION**

1. This proceeding is an administrative action for the assessment of civil penalties initiated pursuant to Section 16(a) of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. § 2615(a).

2. This Consent Agreement and Final Order serves as notice that the EPA has reason to believe that Respondent has violated Section 8(a) of TSCA, 15 U.S.C. § 2607(a), by failing to comply with the regulatory requirements of 40 C.F.R. Part 711, TSCA Chemical Data Reporting

Requirements, as promulgated thereunder.

**Parties**

3. Complainant is the Director of the Enforcement and Compliance Assurance Division of the EPA, Region 6, as duly delegated by the Administrator of the EPA and the Regional Administrator, EPA, Region 6.

4. Respondent is Cyanco International LLC.

5. Respondent is limited liability company organized under the laws of the State of Texas and doing business in the State of Texas.

**C. STATUTORY AND REGULATORY BACKGROUND**

6. Section 8(a) of TSCA, 15 U.S.C. § 2607(a), requires that each person (other than a small manufacturer or processor) who manufactures or processes or proposes to manufacture or process a chemical substance—with certain exceptions not applicable here—shall maintain such records, and shall submit to the Administrator such reports, as the Administrator may reasonably require.

7. Under the authority of section 8(a) of TSCA, 15 U.S.C. § 2607(a), EPA promulgated the Chemical Data Reporting Rule ("CDR"), 40 C.F.R. Part 711.

8. Each of the TSCA Chemical Data Reporting ("CDR") requirements codified in 40 C.F.R. Part 711 constitutes a rule promulgated under section 8(a) of TSCA, 15 U.S.C. § 2607(a).

9. According to 40 C.F.R. § 711.5, information must be reported for any chemical substance that is in the Master Inventory File at the beginning of a submission period described in section 711.20, unless the chemical substance is specifically excluded by section 711.6.

10. The regulation at 40 C.F.R. § 711.8 states that a person is subject to recurring reporting, except as provided in sections 711.9 and 711.10, who manufactured (including imported) for commercial purposes 25,000 pounds or more of a chemical substance described in section 711.5 at any single site owned or controlled by that person during any calendar year.

11. Per 40 C.F.R. § 711.20, information on the chemical substance must be submitted during the applicable Chemical Data Reporting submission period.

12. Section 15(3)(B) of TSCA, 15 U.S.C. § 2614(3)(B), provides that it is unlawful for any person to fail or refuse to submit any reports, notices or information required by TSCA, 15 U.S.C. § 2601 et seq., or a rule promulgated thereunder.

13. Section 16 of TSCA, 15 U.S.C. § 2615, authorizes the assessment of a civil penalty for violations of TSCA Section 15, 15 U.S.C. § 2614, in an amount not to exceed \$37,500 for each day of the violation.

14. For 2024 Chemical Data Reporting, the original submission period was from (and including) June 1, 2024, to September 30, 2024 (hereinafter, the "2024 submission period") and ultimately was extended to November 22, 2024, pursuant to 89 Fed. Reg. 79151 (September 27, 2024).

### Definitions

15. The regulation at 40 C.F.R. § 704.3 defines “person” as any individual, firm, company, corporation, joint venture, partnership, sole proprietorship, association, or any other business entity; any State or political subdivision thereof; any municipality; any interstate body; and any department, agency, or instrumentality of the Federal Government.

16. The regulation at 40 C.F.R. § 711.3 defines “site” to mean a contiguous property unit. Property divided only by a public right-of-way shall be considered one site. More than one manufacturing plant may be located on a single site.

17. The regulation at 40 C.F.R. § 711.3 defines “manufacture” as to manufacture, produce, or import, for commercial purposes. Manufacture includes the extraction, for commercial purposes, of a component chemical substance from a previously existing chemical substance or complex combination of chemical substances. A chemical substance is co-manufactured by the person who physically performs the manufacturing and the person contracting for such production when that chemical substance, manufactured other than by import, is: (1) Produced exclusively for another person who contracts for such production, and (2) That other person dictates the specific chemical identity of the chemical substance and controls the total amount produced and the basic technology for the manufacturing process.

18. Section 3(2)(A) of TSCA, 15 U.S.C. § 2602(2)(A) defines “chemical substance” to mean any organic or inorganic substance of a particular molecular identity, including (i) any combination of such substances occurring in whole or in part as a result of a chemical reaction or

occurring in nature and (ii) any element or uncombined radical. Section 3(2)(B) of TSCA, 15 U.S.C. § 2602(2) (B) states, "Such term does not include--(i) any mixture."

19. Section 3(10) of TSCA, 15 U.S.C. § 2602(10) defines "mixture" as any combination of two or more chemical substances if the combination does not occur in nature and is not, in whole or in part, the result of a chemical reaction; except that such term does include any combination which occurs, in whole or in part, as a result of a chemical reaction if none of the chemical substances comprising the combination is a new chemical substance and if the combination could have been manufactured for commercial purposes without a chemical reaction at the time the chemical substances comprising the combination were combined.

**D. FINDINGS OF FACTS AND CONCLUSIONS OF LAW**

20. For the period including calendar years 2020 through 2023, Respondent owned and controlled a site (and continues to do so) located at 1 Monsanto Rd FM 2917, Alvin, TX 77511. The Cyanco International LLC, Alvin, Texas facility is in the North American Industrial Classification System code 325199 (all other basic organic chemical manufacturing).

21. For the period including calendar years 2020 through 2023, Respondent was (and continues to be) a "person" as defined by 40 C.F.R. § 704.3.

22. For the period including calendar years 2020 through 2023, Respondent has been (and continues to be) a "manufacturer" as defined by 40 C.F.R. § 711.3.

23. For at least one of the calendar years 2020, 2021, 2022, and 2023, Respondent manufactured greater than 25,000 pounds of one chemical substance at the facility, with the

following Chemical Abstract Services Registry Number (CASRN): Sodium cyanide (CASRN 143-33-9).

24. The chemical described in Paragraph 23 was manufactured as defined by 40 C.F.R. § 711.3.

25. The chemical substance described in Paragraph 23 was included in the Master Inventory File prior to the submission period for the 2024 CDR and was therefore a reportable chemical substance as defined in 40 C.F.R. § 711.5

26. For the 2024 reporting period, because Respondent was a person who must report under 40 C.F.R. § 711.8, and because it manufactured the reportable chemical substance described in paragraph 23 at the Site in an amount exceeding the threshold for any one of the applicable years for the 2024 CDR Rule, Respondent was required to submit one report to the EPA by 40 C.F.R. § 711.15.

27. On or about February 12, 2025, EPA initiated an offsite compliance monitoring investigation of the Respondent's facility to conduct a record review and assess the company's compliance with TSCA.

28. On April 02, 2025 EPA Region 6 issued a notice of violation to the Respondent identifying the TSCA Section 8(a) violation related to the failure to report a chemical subject to the 2024 Chemical Data Reporting Rule.

29. On April 15, 2025, representatives of EPA Region 6 reviewed information provided by the Respondent to address the potential violations of the 2024 CDR requirements.

**E. ALLEGED VIOLATIONS**

30. The facts stated in the EPA Findings of Facts and Conclusions of Law above are herein incorporated.

31. Complainant hereby states and alleged that Respondent has violated TSCA, and federal regulations promulgated thereunder as follows:

***Count 1: Sodium Cyanide, (Na(CN))***

32. During calendar years 2020, 2021, 2022, and 2023, Respondent manufactured Sodium cyanide (Na(CN)), identified in Paragraph 23, in excess of the applicable threshold quantity for reporting for the 2024 CDR Rule.

33. Respondent failed to report to EPA for Sodium cyanide (Na(CN)) during the 2024 submission period.

34. Respondent violated section 15(3)(B) of TSCA, 15 U.S.C. § 2614(3)(B), by failing to submit this report as required by a rule promulgated under TSCA.

**F. CONSENT AGREEMENT AND CIVIL PENALTY**

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

- a. admits the jurisdictional allegations set forth herein;
- b. neither admits nor denies the factual and other legal allegations stated herein;
- c. consents to the assessment of a civil penalty, as stated herein;
- d. consents to any conditions specified herein;

- e. waives any right to contest the allegations set forth herein; and
- f. waives its rights to appeal the Final Order accompanying this Consent Agreement.

36. By signing this CAFO, 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 this CAFO.

37. Respondent consents to the issuance of this CAFO and consents for the purposes of settlement to the payment of the civil penalty specified herein.

38. Respondent and EPA agree to conciliate this matter without the necessity of a formal hearing and to bear their respective costs and attorneys' fees.

#### **Penalty Assessment and Collection**

39. For the reasons set forth above, Respondent agrees that, in settlement of the claims alleged herein, Respondent shall pay a civil penalty of **twenty-eight thousand and thirty-nine dollars (\$28,039)**, as set forth below.

40. Respondent agrees to pay the EPA Penalty within thirty (30) calendar days of the Effective Date of this CAFO. Respondent shall pay the EPA Penalty and any interest, fees, and other charges due using any method, or combination of appropriate methods, as provided on the EPA website: <https://www.epa.gov/financial/makepayment>. For additional instructions see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>

41. When making a payment, Respondent shall:
- a. Identify every payment with Respondent's name and the docket number of this Order, Docket No. TSCA-06-2025-6181. The payment shall also be accompanied by a transmittal letter that shall reference Respondent's name and address, the case name, and docket number TSCA-06-2025-6181. Respondent's adherence to this request will ensure proper credit is given when penalties are received for Region 6.
  - b. Concurrently with any payment, email the transmittal letter and proof of payment to the following email addresses:

David Riley  
U.S. EPA Region 6  
Riley.David@epa.gov

And

Region 6 Hearing Clerk  
U.S. EPA Region 6  
Vaughn.Lorena@epa.gov

"Proof of payment" means, as applicable, a copy of the check, confirmation of credit card or debit card payment, or confirmation of wire or automated clearinghouse transfer and any other information required to demonstrate that payment has been made according to EPA requirements, in the amount due.

42. Pursuant to 15 U.S.C. § 2615, 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to timely pay any portion of the EPA Penalty per this Agreement, the

entire unpaid balance of the EPA Penalty and all accrued interest shall become immediately due and owing, and EPA is authorized to recover the following amounts.

- a. Interest. Interest begins to accrue from the Effective Date. If the EPA Penalty is paid in full within thirty (30) days, interest accrued is waived. If the EPA Penalty is not paid in full within thirty (30) days, interest will continue to accrue until any unpaid portion of the EPA Penalty as well as any interest, penalties, and other charges are paid in full. To protect the interests of the United States the rate of interest is set at the IRS standard underpayment rate, any lower rate would fail to provide Respondent adequate incentive for timely payment.
- b. Handling Charges. Respondent will be assessed monthly a charge to cover EPA's costs of processing and handling overdue debts. If Respondent fails to pay the EPA Penalty in accordance with this CAFO, EPA will assess a charge to cover the costs of handling any unpaid amounts for the first thirty (30) day period after the Effective Date. Additional handling charges will be assessed each subsequent thirty (30) days, or any portion thereof, until the unpaid portion of the EPA Penalty, as well as any accrued interest, penalties, and other charges are paid in full.
- c. Late Payment Penalty. A late payment penalty of six percent (6%) per annum, will be assessed monthly on all debts, including any portion of the EPA Penalty, interest, penalties, and other charges, that remain delinquent more than ninety

(90) days.

43. Late Penalty Actions. In addition to the amounts described in the prior Paragraph, if Respondent fails to timely pay any portion of the EPA Penalty per this CAFO, EPA may take additional actions. Such actions may take include, but are not limited to, the following.:

- a. refer the debt to a credit reporting agency, a collection agency, or request that the Attorney General bring civil action in the appropriate United States District Court (in which the validity, amount, and appropriateness of the EPA Penalty and of this CAFO shall not be subject to review) to recover the full remaining balance, which may include the original penalty, enforcement and collection expenses, nonpayment penalty and interest, 15 U.S.C. § 2615(a) and 40 C.F.R. §§ 13.13 and 13.14;
- b. collect the above-referenced 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; and
- c. suspend or revoke Respondent's licenses or other privileges or suspend or disqualify Respondent from doing business with EPA or engaging in programs EPA sponsors or funds, 40 C.F.R. § 13.17.

**Additional Terms of Settlement**

44. 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. Respondent shall ensure that all contractors, employees, consultants, firms, or other persons or entities acting for Respondent with respect to matters included herein comply with the terms of this CAFO.

45. Any change in the legal status of the Respondent, or change in ownership, partnership, corporate or legal status relating to the company, or changes pertaining to its ownership and/or management of will not in any way alter Respondent's obligations and responsibilities under this CAFO.

46. 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. See 40 C.F.R. Part 2, Subpart B (Confidentiality of Business Information).

47. By signing this CAFO, Respondent certifies that the information it has supplied concerning this matter was at the time of submission, and is, truthful, accurate, and complete for each 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.

48. Respondent hereby certifies that the as of the date of the execution of this CAFO, Respondent has corrected the violations alleged in this CAFO and is now, to the best of its

knowledge, in compliance with the applicable provisions of the 40 C.F.R. Part 711 TSCA Chemical Data Reporting requirements.

49. By signing this CAFO, the undersigned representative of Respondent certifies that it is fully authorized to execute and enter into the terms and conditions of this CAFO and has the legal capacity to bind the party it represents to this CAFO.

50. Respondent specifically waives its right to seek reimbursement of its costs and attorney's fees under 5 U.S.C. § 504 and 40 C.F.R. Part 17.

**G. EFFECT OF CONSENT AGREEMENT AND RESERVATION OF RIGHTS**

51. 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 and facts alleged in Sections D and E above. Complainant reserves the right to take any enforcement action with respect to any other violations of TSCA or any other applicable law.

52. The terms, conditions and 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.

53. Penalties paid pursuant to this CAFO shall not be deductible for purposes of Federal, State, and local taxes.

54. Any violation of the included Final Order may result in a civil judicial action for an injunction or civil penalties as provided in Section 15(a) of the Act, 15 U.S.C. § 2615(a) and adjusted for inflation pursuant to 40 C.F.R. Part 19, as well as criminal sanctions as provided in

Section 15(a) of the Act, 15 U.S.C. § 2615(b). EPA may use any information submitted under this CAFO in an administrative, civil judicial, or criminal action.

55. 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 EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on, or a determination of, any issue related to any federal, state, or local permit. EPA does not, by its consent to the entry of this CAFO, warrant or aver in any manner that Respondent's compliance with any aspect of this CAFO will result in compliance with provisions of TSCA, 15 U.S.C. § 2601 *et seq.*, or with any other provisions of federal, state, or local laws, regulations, or permits.

56. Nothing herein shall be construed to limit the power of EPA to undertake any action against Respondent or any person in response to conditions that may present an imminent and substantial endangerment to the public health, welfare, or the environment.

57. If and to the extent 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 EPA, EPA reserves any and all of its legal and equitable rights.

#### **H. EFFECTIVE DATE**

58. Respondent and Complainant agree to the issuance of the included Final Order. Upon filing, EPA will transmit a copy of the filed CAFO to 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. Unless otherwise stated, all time periods stated herein shall be calculated in calendar days from such date.

The foregoing Consent Agreement In the Matter of Cyanco International LLC, Docket No. TSCA-06-2025-6181, is Hereby Stipulated, Agreed, and Approved for Entry.

**FOR RESPONDENT:  
CYANCO INTERNATIONAL LLC**

Date: 05/20/2025

By: \_\_\_\_\_

Signature

Vijay Darsi

Print Name

VP & Secretary

Title

**FOR THE COMPLAINANT:  
U.S. ENVIRONMENTAL PROTECTION AGENCY**

Date: \_\_\_\_\_

\_\_\_\_\_  
Cheryl T. Seager  
Director  
Enforcement and  
Compliance Assurance Division  
U.S. EPA Region 6  
Dallas, TX 75270-2102

**FINAL ORDER**

Pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a), and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/ Termination or Suspension of Permits, 40 C.F.R. Part 22, the foregoing Consent Agreement resolving this matter is hereby ratified and incorporated by reference into this Final Order.

Cyanco International LLC is ORDERED to comply with all of the terms of the Consent Agreement. In accordance with 40 C.F.R. § 22.31(b), the effective date of the foregoing Consent Agreement and this Final Order is the date on which this Final Order is filed with the Regional Hearing Clerk.

This Final Order shall resolve only those causes of action alleged in the Consent Agreement. Nothing in this Final Order shall be construed to waive, extinguish, or otherwise affect Respondents' (or its officers, agents, servants, employees, successors, or assigns) obligation to comply with all applicable federal, state, and local statutes and regulations, including the regulations that were the subject of this action.

IT IS SO ORDERED.

Dated \_\_\_\_\_

\_\_\_\_\_  
Thomas Rucki  
Regional Judicial Officer, Region 6

**CERTIFICATE OF SERVICE**

I certify that a true and correct copy of the foregoing Consent Agreement and Final Order was filed with me, the Regional Hearing Clerk, U.S. EPA - Region 6, 1201 Elm Street, Suite 500, Dallas, Texas 75270-2102, and that I sent a true and correct copy on this day in the following manner to the email addresses:

**Copy via Email to Complainant:**

mcdonald.ashley@epa.gov

**Copy via Email to Respondent:**

[Chris.stebbins@orica.com](mailto:Chris.stebbins@orica.com)

Chris Stebbins, Head of SHES-Specialty Mining Chemicals  
Cyanco International LLC  
1 Monsanto Rd FM 2917  
Alvin, TX 77511

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Regional Hearing Clerk  
U.S. EPA, Region 6