

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

FILED

Aug 14, 2025

12:55 pm

**U.S. EPA REGION 4
HEARING CLERK**

In the Matter of:

Solvay Specialty Polymers USA, LLC

Docket No. TSCA-04-2025-6003(b)

Respondent.

CONSENT AGREEMENT

I. NATURE OF ACTION

1. This is an administrative penalty assessment proceeding brought under Section 16(a) of the Toxic Substances Control Act (TSCA or the Act), 15 U.S.C. § 2615(a), and Sections 22.13(b) 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 Title 40 of the Code of Federal Regulations (C.F.R.), Part 22.
2. This Consent Agreement and the attached Final Order shall collectively be referred to as the CAFO.
3. Having found that settlement is consistent with the provisions and objectives of the Act and applicable regulations, the Parties have agreed to settle this action pursuant to 40 C.F.R. § 22.18 and consent to the entry of this CAFO without Respondent's admission of violation or adjudication of any issues of law or fact herein.

II. PARTIES

4. Complainant is the Director of the Enforcement and Compliance Assurance Division, United States Environmental Protection Agency (EPA), Region 4, who has been delegated the authority on behalf of the Administrator of the EPA to enter into this CAFO pursuant to 40 C.F.R. Part 22 and Section 16(a) of TSCA, 15 U.S.C. § 2615(a).
5. Respondent is Solvay Specialty Polymers USA, LLC, a corporation doing business in the State of Georgia. This proceeding pertains to Respondent's facility located at 4500 McGinnis Ferry Road, Alpharetta, Georgia 30005 (Facility).

III. GOVERNING LAW

6. Pursuant to Section 15 of TSCA, 15 U.S.C. § 2614, it is unlawful for any person to, among other things, fail or refuse to comply with any rule or order promulgated pursuant to Section 12 of TSCA, 15 U.S.C. § 2611.
7. The term “person” is defined in 40 C.F.R. § 704.3, to include 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.
8. Pursuant to Section 12(b) of TSCA, 15 U.S.C. § 2611(b), and 40 C.F.R. § 707.60(a), any person who exports or intends to export a chemical substance or mixture is required to notify the EPA of such exportation to a particular country, if, among other actions taken by the EPA, an order or rule has been issued for that chemical under Section 5 of TSCA, 15 U.S.C. § 2604, or when the submission of data is required under Section 4 of TSCA, 15 U.S.C. § 2603.
9. Pursuant to Section 5(a)(2) of TSCA, 15 U.S.C. § 2604(a)(2), the EPA may, by rule, determine that use of a chemical is a significant new use with respect to which notification is required. Such significant new use rules are referred to as “SNURs.”
10. The term “exporter” is defined in 40 C.F.R. § 707.63(b), to mean the person who, as the principal party in interest in the export transaction, has the power and responsibility for determining and controlling the sending of the chemical substance or mixture to a destination out of the customs territory of the United States.
11. Pursuant to 40 C.F.R. § 707.65(a)(1)(ii), the export notification required under Section 12(b) of TSCA and 40 C.F.R. § 707.60(a) must only be submitted to the EPA for the first export or intended export by an exporter to a particular country when the chemical substance or mixture is the subject of a SNUR that has been proposed or promulgated under Section 5(a)(2) of TSCA or when the submission of data is required under Section 4 of TSCA.
12. Pursuant to 40 C.F.R. § 707.65(a)(2), any person exporting a chemical or mixture subject to a SNUR or Section 4 of TSCA is required to submit an export notice to the EPA, postmarked within seven days of forming an intent to export or on the date of export, whichever is earlier. A notice of intent to export must be based on a definite contractual obligation, or an equivalent intra-company agreement, to export the regulated chemical.
13. Any information Respondent has claimed as Confidential Business Information which may support or form the basis for this CAFO has been intentionally redacted. To determine the identity of the chemical substance referenced in this CAFO (Chemical A), or to identify any other information designated as CBI, Respondent and/or Complainant should refer to the Opportunity to Show Cause letter dated May 7, 2025, sent to Respondent identifying potential violations of TSCA and notifying Respondent of the opportunity to show cause why the EPA should not proceed with an enforcement action.

IV. FINDINGS OF FACTS

14. Respondent is a person as defined in 40 C.F.R. § 704.3. Respondent engages in chemical manufacturing, processing, exporting, and importing.
15. On October 6, 2023, the EPA sent Respondent a Notice of Inspection notifying Respondent that the EPA would be conducting an inspection of Respondent's Facility pursuant to Section 11(a) of TSCA, 15 U.S.C. § 2610(a), to evaluate Respondent's compliance with TSCA. In response to a request in the Notice, on October 31, 2023, Respondent submitted certain records to the EPA prior to the inspection pertaining to its manufacture, processing, exportation, and research and development of chemicals. On November 14, 2023, authorized agents of the EPA conducted the inspection at Respondent's Facility.
16. Based on a review of the records submitted by Respondent, the EPA issued an Opportunity to Show Cause letter to Respondent on May 7, 2025, identifying potential violations of Section 12(b) of TSCA, 15 U.S.C. § 2611(b), and implementing regulations pertaining to the submission of export notifications to the EPA.

Export of Chemical A [CBI Deleted]

17. A review of Respondent's 2020 – 2022 export records showed that on November 18, 2021, Respondent exported, for the first time, one shipment of Chemical A to [CBI deleted].
18. On [CBI deleted], the EPA promulgated a SNUR for Chemical A. Chemical A's SNUR is referenced at 40 C.F.R. Part 721, Subpart E ([CBI deleted]).
19. At the time that Chemical A was first exported by Respondent, it was: (1) subject to a SNUR under Section 5 of TSCA; and (2) subject to the export notification requirements of Section 12(b) of TSCA and 40 C.F.R. §§ 707.60(a), 707.65(a)(1)(ii), and 707.65(a)(2). Therefore, Respondent was required to submit an export notice to the EPA for the first export of Chemical A, postmarked within seven days of forming an intent to export it, or on the date of export, whichever was earlier. Since no evidence has been provided by Respondent showing that it had entered into a definite contractual obligation or an equivalent intra-company agreement to export the regulated chemical, the notice was required to have been submitted by November 18, 2021, the date of the first export of Chemical A. Respondent did not submit the export notification to the EPA by November 18, 2021.
20. On November 7, 2023, Respondent submitted to the EPA a late TSCA Section 12(b) export notice for the November 18, 2021, export of Chemical A to [CBI deleted].

V. ALLEGED VIOLATIONS

21. Based on the EPA's review of Respondent's records as set forth above, the EPA alleges that Respondent violated Section 12(b) of TSCA, 15 U.S.C. § 2611, and 40 C.F.R. §§ 707.60(a), 707.65(a)(1)(ii), and 707.65(a)(2), by failing to submit an export notification to the EPA for

Chemical A by November 18, 2021, the first date of export. Failure to comply with Section 12(b) and its implementing regulations constitutes a violation of Section 15 of TSCA, 15 U.S.C. § 2614.

VI. STIPULATIONS

22. Pursuant to 40 C.F.R. § 22.13(b), the issuance of this CAFO simultaneously commences and concludes this proceeding.

23. 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 allegations set forth in Section IV (Findings of Facts) of this CAFO;
- c. consents to the assessment of a civil penalty as stated below;
- d. consents to the conditions specified in this CAFO;
- e. waives any right to contest the allegations set forth in Section V (Alleged Violations) of this CAFO; and
- f. waives its rights to appeal the Final Order accompanying this CAFO.

24. 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 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 CAFO, and to seek an additional penalty for such noncompliance, and agrees that federal law shall govern in any such civil action;
- d. waives any right it may have pursuant to 40 C.F.R. § 22.8 to be present during any discussions with, or to be served with and reply to, any memorandum or communication addressed to EPA officials where the purpose of such discussion, memorandum, or communication is to persuade such official to accept and issue this CAFO;
- e. by executing this CAFO, certifies to the best of its knowledge that Respondent is currently in compliance with all relevant requirements of the Act and its

implementing regulations, and that all violations alleged herein, which are neither admitted nor denied, have been corrected;

f. waives any rights or defenses that the 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 Consent Agreement; and

g. agrees to comply with the terms of this CAFO.

25. In accordance with 40 C.F.R. § 22.5, the individuals named in the Certificate of Service are authorized to receive service related to this proceeding and the Parties agree to receive service by electronic means.

VII. TERMS OF PAYMENT

26. Respondent consents to the payment of a civil penalty, which was calculated in accordance with the Act, in the amount of **NINE THOUSAND EIGHT HUNDRED NINETY - SEVEN DOLLARS (\$9,897.00)** which is to be paid within thirty (30) days of the Effective Date of this CAFO.

27. Respondent shall pay the civil penalty and any interest, fees, and other charges due using any method, or combination of appropriate methods, as provided on the following EPA website: <https://www.epa.gov/financial/makepayment>. For additional instructions, see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>. However, for any payments made after September 30, 2025, and in accordance with the March 25, 2025, Executive Order on *Modernizing Payments To and From America's Bank Account*, Respondent shall pay using one of the electronic payment methods listed on <https://www.epa.gov/financial/makepayment> and will not pay with a paper check. In addition, Respondent shall identify every payment with Respondent's name and the docket number of this CAFO, Docket No. TSCA-04-2025-6003(b).

28. Respondent shall send proof of payment electronically, within twenty-four (24) hours of payment of the civil penalty, to:

Regional Hearing Clerk
U.S. EPA, Region 4
R4_Regional_Hearing_Clerk@epa.gov

and

Shanieka Pennamon
Chemical Safety and Land Enforcement Branch
Enforcement and Compliance Assurance Division
U.S. EPA, Region 4
pennamon.shanieka@epa.gov

and

U.S. Environmental Protection Agency
Cincinnati Finance Center
CINWD_AcctsReceivable@epa.gov

29. "Proof of payment" means, as applicable, a copy of the check, confirmation of credit card or debit card payment, confirmation of wire or Automated Clearing House transfer, and any other information required to demonstrate that payment has been made according to EPA requirements, in the amount due, and identified with Respondent's name and Docket No. TSCA-04-2025-6003(b).
30. Pursuant to 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to remit the civil penalty as agreed to herein, the EPA is entitled to assess interest and penalties on debts owed to the United States and a charge to cover the costs of processing and handling the delinquent claim. Accordingly, the EPA may require Respondent to pay the following amounts on any amount overdue:
- a. Interest. Interest will begin to accrue on the civil penalty from the Effective Date of this CAFO. If the civil penalty is paid within thirty (30) days of the Effective Date of this CAFO, interest is waived. However, if the civil penalty is not paid in full within thirty (30) days, interest will continue to accrue on any unpaid portion until the unpaid portion of the civil penalty and accrued interest are paid. Interest will be assessed at the rate of the United States Treasury tax and loan rate, as established by the Secretary of the Treasury, in accordance with 31 U.S.C. § 3717(a)(1), 31 C.F.R. § 901.9(b)(2), and 40 C.F.R. § 13.11(a).
 - b. Non-Payment Penalty. On any portion of a civil penalty more than ninety (90) days past due, Respondent must pay a non-payment penalty of not more than six percent (6%) per annum, which will accrue from the date the penalty payment became due and is not paid, as provided in 31 U.S.C. § 3717(e)(2) and 31 C.F.R. § 901.9(d). This non-payment penalty is in addition to charges which accrue or may accrue under subparagraphs (a) and (c) and will be assessed monthly. 40 C.F.R. § 13.11(c).
 - c. Monthly Handling Charge. Respondent must pay a late payment handling charge to cover the administrative costs of processing and handling the delinquent claim, based on either actual or average costs incurred. 31 C.F.R. § 901.9(c) and 40 C.F.R. § 13.11(b). Administrative costs will be assessed monthly throughout the period the debt is overdue except as provided by 40 C.F.R. § 13.12.
31. In addition to what is stated in the prior Paragraph, if Respondent fails to timely pay any portion of the penalty assessed under this CAFO, the EPA may:
- a. refer the debt to a credit reporting agency or a collection agency (see 40 C.F.R. §§ 13.13 and 13.14);
 - 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 (*see* 40 C.F.R. Part 13, Subparts C and H);

c. suspend or revoke Respondent's licenses or other privileges, or suspend or disqualify Respondent from doing business with the EPA or engaging in programs the EPA sponsors or funds (*see* 40 C.F.R. § 13.17); and/or

d. refer the debt to the Department of Justice for litigation (*see* 40 C.F.R. § 13.33).

32. Penalties paid pursuant to this CAFO shall not be deductible for purposes of federal taxes.

VIII. EFFECT OF CAFO

33. In accordance with 40 C.F.R. § 22.18(c), Respondent's full compliance with this CAFO shall only resolve Respondent's liability for federal civil penalties for the violations and facts specifically alleged in Sections IV and V above.

34. Full payment of the civil penalty, as provided in Section VII (Terms of Payment) shall satisfy the requirements of this CAFO but shall not in any case affect the right of the EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law. 40 C.F.R. § 22.18(c).

35. 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, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit, except as expressly provided herein.

36. Nothing herein shall be construed to limit the power of the EPA to undertake any action against Respondent or any person in response to an imminent hazard as authorized under Section 7 of the Act.

37. 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.

38. The provisions of this CAFO shall apply to and be binding upon Respondent and its successors and assigns. Respondent shall direct its officers, directors, employees, agents, trustees, and authorized representatives to comply with the provisions of this CAFO, as appropriate.

39. Any change in the legal status of Respondent, or change in ownership, partnership, corporate or legal status relating to the Facility, will not in any way alter Respondent's obligations and responsibilities under this CAFO.

40. By signing this Consent Agreement, Respondent acknowledges that this CAFO will be available to the public and agrees that this CAFO does not contain any confidential information under Section 14 of TSCA, 15 U.S.C. § 2613, and 40 C.F.R. Part 2 and the Freedom of Information Act

(FOIA), or personally identifiable information.

41. By signing this Consent Agreement, the Complainant and the undersigned representative of Respondent each certify that one is fully authorized to execute and enter into the terms and conditions of this CAFO and has the legal capacity to bind the party one represents to this CAFO.
42. By signing this Consent Agreement, both Parties agree that each party's obligations under this CAFO constitute sufficient consideration for the other party's obligations.
43. By signing this Consent Agreement, Respondent certifies that the information it has supplied concerning this matter was at the time of submission, and continues to be, 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.
44. The EPA also 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. If such false or inaccurate material was provided, 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.
45. It is the intent of the Parties that the provisions of this CAFO are severable. If any provision or authority of this CAFO or the application of this CAFO to any party or circumstances is held by any judicial or administrative authority to be invalid or unenforceable, the application of such provisions to other parties or circumstances and the remainder of the CAFO shall remain in force and shall not be affected thereby.
46. Unless specifically stated otherwise in this CAFO, each party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding.

IX. EFFECTIVE DATE

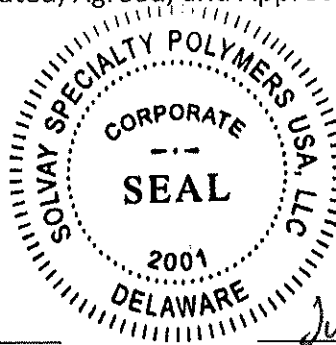
47. This CAFO shall become effective after execution of the Final Order by the Regional Judicial Officer, on the date of filing with the Regional Hearing Clerk.

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Complainant and Respondent will Each Sign on Separate Pages]

The foregoing Consent Agreement, In the Matter of **Solvay Specialty Polymers USA, LLC**, Docket No. **TSCA-04-2025-6003(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:



Charles Morris
Signature

July 23, 2025
Date

Printed Name: Charles Morris

Title: Secretary

Address: 4500 McGinnis Ferry Rd. Mylaneth, GA 30005

The foregoing Consent Agreement, In the Matter of **Solvay Specialty Polymers USA, LLC**, Docket No. **TSCA-04-2025-6003(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR COMPLAINANT:

Keriema S. Newman
Director
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 4

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

In the Matter of:

Solvay Specialty Polymers USA, LLC

Respondent.

Docket No. **TSCA-04-2025-6003(b)**

FINAL ORDER

The Regional Judicial Officer is authorized to ratify this Consent Agreement which memorializes a settlement between Complainant and Respondent. 40 C.F.R. §§ 22.4(b) and 22.18(b)(3). The foregoing Consent Agreement is, therefore, hereby approved, ratified, and incorporated by reference into this Final Order in accordance with 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.

Respondent is hereby ORDERED to comply with all of the terms of the foregoing Consent Agreement effective immediately upon filing of this Consent Agreement and Final Order with the Regional Hearing Clerk. This Final Order disposes of this matter pursuant to 40 C.F.R. §§ 22.18 and 22.31.

BEING AGREED, IT IS SO ORDERED.

Regional Judicial Officer

CERTIFICATE OF SERVICE

I certify that the foregoing Consent Agreement and Final Order, In the Matter of **Solvay Specialty Polymers USA, LLC**, Docket No. **TSCA-04-2025-6003(b)**, were filed and copies of the same were emailed to the Parties as indicated below.

Via email to all Parties at the following email addresses:

To Respondent: Carrie McMichael
Global Product Stewardship Manager
Solvay Specialty Polymers USA, LLC
carrie.mcmichael@syensqo.com
(770) 772-8552

To EPA: Shanieka Pennamon
Case Development Officer
pennamon.shanieka@epa.gov
(404) 562-9213

Joshua Lee
Attorney
lee.joshua@epa.gov
(404) 562-9255

Robert Caplan
Senior Attorney
caplan.robert@epa.gov
(404) 562-9520

Regional Hearing Clerk
R4_Regional_Hearing_Clerk@epa.gov