

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Region 4

In the Matter of:

Coastal AgroBusiness, Inc.,

Respondent.

Docket No. EPCRA-04-2023-0605(b)

CONSENT AGREEMENT

I. NATURE OF ACTION

1. This is an administrative penalty assessment proceeding brought under Section 325 of the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. § 11045 (EPCRA or the Act) 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 325 of the EPCRA, 42 U.S.C. § 11045.
5. Respondent is Coastal AgroBusiness, Inc., a corporation doing business in the State of North Carolina. This proceeding pertains to Respondent's facility located at 2230 Carolina Leaf Road, Greenville, North Carolina 27834 (Facility).

III. GOVERNING LAW

6. Section 312 of EPCRA, 42 U.S.C. § 11022, and 40 C.F.R. Part 370, provide that the owner or operator of any facility that is required to prepare or have available a Material Safety Data Sheet (MSDS) or a Safety Data Sheet (SDS) for hazardous chemicals under the Occupational Safety and Health Act of 1970 (OSHA) and regulations promulgated under OSHA, shall submit to the Local Emergency Planning Committee (LEPC), the State Emergency Response Commission (SERC), and the fire department with jurisdiction over the facility a completed Emergency and Hazardous Chemical Inventory Form (Tier I or Tier II), pursuant to 40 C.F.R. § 370.40, containing the required information for hazardous chemicals present at the facility at any one time in the calendar year in amounts equal to or greater than 10,000 pounds and containing the required information for extremely hazardous substances (EHS) present at the facility at any one time in amounts equal to or greater than the threshold planning quantity (TPQ) or 500 pounds, whichever is less, by March 1 for the preceding calendar year. In 2012, the applicable OSHA regulation at 29 C.F.R. § 1910.1200(g) was revised to change the name of Material Safety Data Sheet (MSDS) to Safety Data Sheet (SDS). The pertinent EPCRA regulation found at 40 C.F.R. § 370.30(a)(1) requires that either an MSDS or SDS be submitted, or that a list of chemicals be submitted to the LEPC, SERC and fire department.
7. 1,3-dichloropropene is a hazardous chemical as defined by Section 329(5) of EPCRA, 42 U.S.C. § 11049(5) with a TPQ of 10,000 pounds.
8. The owner or operator of a facility is required under 29 C.F.R. § 1910.1200(g) to prepare or have available an MSDS or SDS for 1,3-dichloropropene.
9. “Facility” means all buildings, equipment, structures, and other stationary items which are located on a single or on contiguous or adjacent sites and which are owned or operated by the same person (or by any person which controls, is controlled by, or under common control with, such person). Section 329(4) of EPCRA, 42 U.S.C. § 11049(4). *Facility* includes manmade structures, as well as all natural structures in which chemicals are purposefully placed or removed through human means such that it functions as a containment structure for human use. 40 C.F.R. § 370.66.
10. “Person” means any individual, trust, firm, joint stock company, corporation (including a government corporation), partnership, association, State, municipality, commission, political subdivision of a State, or interstate body. Section 329(7) of EPCRA, 42 U.S.C. § 11049(7).
11. Pursuant to Section 325(c) of EPCRA, 42 U.S.C. § 11045(c), and 40 C.F.R. Part 19, the EPA may assess a civil penalty for each violation of Section 312 of EPCRA, 42 U.S.C. § 11022. Civil penalties under Section 325(c) of EPCRA, 42 U.S.C. § 11045(c), may be assessed by administrative order.

IV. FINDINGS OF FACTS

12. Respondent is required under 29 C.F.R. § 1910.1200(g) to prepare or have available an MSDS for hazardous chemicals under OSHA for 1,3-dichloropropene.
13. At some time during calendar years 2019, 2020, and 2021, 1,3-dichloropropene was present at the Facility in an amount equal to or greater than 10,000 pounds.

14. Respondent failed to submit a completed Emergency and Hazardous Chemical Inventory Form for 1,3-dichloropropene to the SERC, LEPC, and fire department with jurisdiction over the Facility for calendar years 2019, 2020, and 2021 by March 1 of the following calendar years.

V. ALLEGED VIOLATIONS

15. Respondent is a "person" and is the owner and operator of the Facility which is a "facility," as those terms are defined in Section 329(7) of EPCRA, 42 U.S.C. § 11049(7), and Section 329(4) of EPCRA, 42 U.S.C. § 11049(4), during the relevant period described herein.
16. Respondent violated the reporting requirements of Section 312 of EPCRA by failing to submit the required Emergency and Hazardous Chemical Inventory Form for 1,3-dichloropropene for calendar years 2019, 2020, and 2021 by March 1 of the following calendar years and is therefore subject to the assessment of penalties under Section 325 of EPCRA, 42 U.S.C. § 11045.

VI. STIPULATIONS

17. The issuance of this CAFO simultaneously commences and concludes this proceeding. 40 C.F.R. § 22.13(b).
18. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondent:
- (a) admits that EPA has jurisdiction over the subject matter alleged in this CAFO;
 - (b) neither admits nor denies the 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.
19. 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 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) 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;

(e) 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; and

(f) agrees to comply with the terms of this CAFO.

20. 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

21. Respondent consents to the payment of a civil penalty, which is calculated in accordance with the Act, in the amount of **\$5,999.00**, which is to be paid within thirty (30) calendar days of the Effective Date of this CAFO.

22. Payment(s) shall be made by cashier's check, certified check, by electronic funds transfer (EFT), or by Automated Clearing House (ACH) (also known as REX or remittance express). If paying by check, the check shall be payable to: Treasurer, United States of America, and the Facility name and docket number for this matter shall be referenced on the face of the check. If Respondent sends payment by the U.S. Postal Service, the payment shall be addressed to:

U.S. Environmental Protection Agency
P.O. Box 979078
St. Louis, MO 63197-9000

If Respondent sends payment by non-U.S. Postal express mail delivery, the payment shall be sent to:

U.S. Environmental Protection Agency
Government Lockbox 979078
1005 Convention Plaza
SL-MO-C2-GL
St. Louis, MO 63101

If paying by EFT, Respondent shall transfer the payment to:

Federal Reserve Bank of New York
ABA: 021030004
Account Number: 68010727
SWIFT address: FRNYUS33
33 Liberty Street
New York, NY 10045
Beneficiary: Environmental Protection Agency

If paying by ACH, Respondent shall remit payment to:

US Treasury REX / Cashlink ACH Receiver
ABA: 051036706
Account Number: 310006, Environmental Protection Agency
CTX Format Transaction Code 22 – checking
Physical location of US Treasury facility:
5700 Rivertech Court
Riverdale, MD 20737
REX (Remittance Express): 1-866-234-5681

23. Respondent shall send proof of payment, within 24 hours of payment of the civil penalty, to:

(a) Regional Hearing Clerk
r4_regional_hearing_clerk@epa.gov

and

(b) Eddie Chow
Air Enforcement Branch
Enforcement and Compliance Assurance Division
chow.eddie@epa.gov

24. “Proof of payment” means, as applicable, a copy of the check, confirmation of credit card or debit card payment, confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to EPA requirements, in the amount due, and identified with the Facility name and “Docket No. EPCRA-04-2023-0605(b).”

25. 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, 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, EPA may require the 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 30 days of the Effective Date of this CAFO, Interest is waived. However, if the civil penalty is not paid in full within 30 days of the Effective Date of this CAFO, 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), and 40 C.F.R. § 13.11(a).
- (b) Non-Payment Penalty. On any portion of a civil penalty more than ninety (90) calendar 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 cost 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.

26. If Respondent fails to timely pay any portion of the penalty assessed under this CAFO, EPA may:

- (a) refer the debt to a credit reporting agency or a collection agency, 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, 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 EPA or engaging in programs EPA sponsors or funds, 40 C.F.R. § 13.17; and/or
- (d) request that the Attorney General bring a civil action in the appropriate district court to recover the amount assessed, in addition to the amounts described above, pursuant to Section 325 of EPCRA, 42 U.S.C. § 11045(f)(1).

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

VIII. SUPPLEMENTAL ENVIRONMENTAL PROJECT

28. In response to the alleged violations of EPCRA Section 312 and in settlement of this matter, although not required by EPCRA Section 312 or any other federal, state or local law, Respondent agrees to implement a supplemental environmental project (SEP).

29. Respondent shall complete an Emergency Planning and Preparedness SEP consisting of the purchase and donation of emergency response equipment to Staton House Fire and Rescue. The SEP is more specifically described in Appendix A and incorporated herein by reference.

30. Respondent shall spend no less than \$23,754 on implementing the SEP. Respondent shall include documentation of the expenditures made in connection with the SEP as part of the SEP Completion Report. If Respondent's implementation of the SEP as described in Appendix A does not expend the full amount set forth in this paragraph, and if EPA determines that the amount remaining reasonably could be applied toward the purchase of additional emergency response equipment, Respondent will purchase the additional equipment and donate it to Staton House Fire and Rescue.

31. Respondent shall complete the SEP by the deadline(s) in Appendix A.

32. Identification of SEP Recipient:

- (a) Respondent has selected Staton House Fire and Rescue to receive SEP donations of emergency response equipment.
- (b) The EPA had no role in the selection of the SEP Recipient or specific equipment identified in the SEP, nor shall this CAFO be construed to constitute EPA approval or endorsement of the SEP Recipient or specific equipment identified in this CAFO.

33. The SEP is consistent with applicable EPA policy and guidelines, specifically EPA's 2015 Update to the 1998 Supplemental Environmental Projects Policy, (March 10, 2015). The SEP advances at least one of the objectives of EPCRA Section 312, and the implementing regulations contained in 40 C.F.R. Part 370, by enabling Staton House Fire and Rescue to better prepare for, and more quickly and effectively respond to, releases, fires and other emergencies. The SEP is not inconsistent with any provision of either EPCRA Section 312 or 40 C.F.R. Part 370. The SEP relates to the alleged violations and is designed to reduce the adverse impact to the public health and environment to which the violations contribute, specifically by better equipping the SEP Recipient to prepare for and respond to releases, fires and other emergencies.

34. Respondent certifies the truth and accuracy of each of the following:

- (a) That all cost information provided to the EPA in connection with the EPA's approval of the SEP is complete and accurate and that the Respondent in good faith estimates that the cost to implement the SEP is \$23,754;
- (b) That Respondent will not include administrative costs, or costs of employee oversight of the implementation of the SEP, in calculating the amount it spent to implement the SEP;
- (c) That, as of the date of executing this CAFO, Respondent is not required to perform or develop the SEP by any federal, state, or local law or regulation and is not required to perform or develop the SEP by agreement, grant, or as injunctive relief awarded in any other action in any forum;
- (d) That the SEP is not a project that Respondent was planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this CAFO;
- (e) That Respondent has not received and will not have received credit for the SEP in any other enforcement action;
- (f) That Respondent will not receive reimbursement for any portion of the SEP from another person or entity;
- (g) That for federal income tax purposes, Respondent agrees that it will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEP;
- (h) That Respondent is not a party to any open federal financial assistance transaction that is funding or could fund the same activity as the SEP; and
- (i) That Respondent has inquired of the SEP Recipient whether it is a party to an open federal financial assistance transaction that is funding or could fund the same activity as the SEP and has been informed by the Recipient that it is not a party to such a transaction.

35. Any public statement, oral or written, in print, film, or other media, made by Respondent or a representative of Respondent making reference to the SEP from the date of its execution of this

CAFO shall include the following language: “This project was undertaken in connection with the settlement of an enforcement action taken by the U.S. Environmental Protection Agency for alleged violations of the federal laws.”

36. SEP Completion Report.

- a. Respondent shall submit a SEP Completion Report to EPA no later than 30 days after donation of equipment to the SEP Recipient. The SEP Completion Report shall contain the following information, with supporting documentation:
 - i. A detailed description of the SEP as implemented, including dates;
 - ii. A description of any operating problems encountered in implementing the SEP and the solutions thereto;
 - iii. Itemized costs;
 - iv. Certification, as set forth in the next paragraph, that the SEP has been fully implemented pursuant to the provisions of this CAFO; and
 - v. A description of the environmental and public health benefits resulting from implementation of the SEP (with a quantification of the benefits and pollutant reductions, if feasible).
- b. Respondent agrees that failure to submit a SEP Completion Report that meets the requirements of this paragraph, shall be a violation of this CAFO and Respondent shall become liable for stipulated penalties as set forth herein.
- c. Respondent shall submit all notices and reports required by this CAFO to Eddie Chow at chow.eddie@epa.gov.
- d. In itemizing its costs in the SEP Completion Report, Respondent shall clearly identify and provide acceptable documentation for all eligible SEP costs. Where the SEP Completion Report includes costs not eligible for SEP credit, those costs must be clearly identified as such. For purposes of this Paragraph, “acceptable documentation” includes invoices, purchase orders, or other documentation that specifically identifies and itemizes the individual costs of the goods and/or services for which payment is being made. Canceled drafts do not constitute acceptable documentation unless such drafts specifically identify and itemize the individual costs of the goods and/or services for which payment is being made.

37. Respondent shall submit the following certification in the SEP Completion Report, signed by a responsible corporate official:

I certify that I have examined and am familiar with the information in the SEP Completion Report, including all attachments. Based on my direct knowledge or personal inquiry of those individuals with direct knowledge or primary responsibility for implementing the SEP, I certify that the SEP has been fully implemented pursuant to the provisions of this CAFO and that the information in the SEP Completion Report, including all attachments, to the best of my knowledge and belief, is true and complete. I am aware that there are significant penalties for knowingly submitting false statements and information including the possibility of fines or imprisonment.

38. After receipt of the SEP Completion Report, EPA will notify the Respondent, in writing, regarding: (a) any deficiencies in the SEP Completion Report itself, along with a grant of an additional thirty (30) days for Respondent to correct any

deficiencies, (b) indicate that EPA concludes that the project has been completed satisfactorily, or (c) determine that the project has not been completed satisfactorily and seek stipulated penalties as set forth herein.

39. Stipulated Penalties

- a. Except as provided in subparagraphs (b) and (c) below, for each day the Respondent fails to meet a SEP requirement by the deadline(s) in Appendix A, the following stipulated penalties shall apply:
 - i. \$500 per day for days 1-15;
 - ii. \$1,000 per day for days 16 – 30; and
 - iii. \$2,500 per day for 31st day and beyond.
 - b. If Respondent fails to submit a SEP Completion Report meeting the requirements of Paragraph 36, Respondent shall pay a stipulated penalty in the amount of \$500 for each day after the report was originally due, until a SEP Completion Report meeting the requirements of Paragraph 36, is submitted.
 - c. If Respondent does not satisfactorily complete the SEP, including spending the minimum amount on the SEP, as set forth herein, Respondent shall pay a stipulated penalty to the United States in the amount of \$26,129. “Satisfactory completion” of the SEP is defined as Respondent spending no less than \$23,754 and donating equipment described in Appendix A to SEP Recipient. The determination of whether the SEP has been satisfactorily completed shall be in the sole discretion of EPA.
 - d. Stipulated penalties in subparagraphs (a) and (b) above shall begin to accrue on the day after performance is due and shall continue to accrue through the final day of the completion of the activity.
40. Respondent shall pay stipulated penalties not more than fifteen (15) days after receipt of written demand by EPA for such penalties. Method of payment shall be in accordance with the provisions of Paragraph 22 herein. The Respondent shall send proof of payment in accordance with Paragraphs 23 and 24 herein.
41. The EPA may, in its unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due under this CAFO.

IX. EFFECT OF CAFO

42. 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 above.
43. Full payment of the civil penalty, as provided in Section VII (Terms of Payment), and satisfactory completion of the SEP in accordance with Section VIII, shall satisfy the requirements of this CAFO; but shall not in any case affect the right of 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).
44. 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 determination of, any issue related to any federal, state, or local permit, except as expressly provided herein.

45. 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 as provided under the Act.
46. The terms, conditions, and compliance requirements of this CAFO may not be modified or amended except upon the written agreement of both Parties, and approval of the Regional Judicial Officer, except that the Regional Judicial Officer need not approve written agreements between the parties modifying the SEP schedules described in Appendix A. The Director of Enforcement and Compliance Assurance Division shall have the authority to extend the deadline(s) in Appendix A for good cause.
47. 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.
48. Any change in the legal status of the 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.
49. 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 business information or personally identifiable information.
50. By signing this Consent Agreement, the Complainant and the undersigned representative of Respondent each certify that he or she is fully authorized to execute and enter into the terms and conditions of this CAFO and has the legal capacity to bind the party he or she represents to this CAFO.
51. 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.
52. 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.
53. EPA also reserves the right to revoke this CAFO and settlement penalty if and to the extent that 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. If such false or inaccurate material was provided, EPA reserves the right to assess and collect any and all civil penalties for any violation described herein. EPA shall give Respondent notice of its intent to revoke, which shall not be effective until received by Respondent in writing.
54. Unless specifically stated otherwise in this CAFO, each party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding.

55. 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.

X. EFFECTIVE DATE

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

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Complainant and Respondent will Each Sign on Separate Pages

The foregoing Consent Agreement in the Matter of Coastal AgroBusiness, Inc., Docket No. EPCRA-04-2023-0605(b), is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:



Signature

August 11, 2023

Date

Printed Name: Charles Burnett

Title: CFO / General Counsel

Address: 112 Staton Road, Greenville, NC 27834

The foregoing Consent Agreement in the Matter of Coastal AgroBusiness, Inc., Docket No. EPCRA-04-2023-0605(b), is Hereby Stipulated, Agreed, and Approved for Entry.

FOR COMPLAINANT:

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

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

In the Matter of:

Coastal AgroBusiness, Inc.,

Respondent.

Docket No. EPCRA-04-2023-0605(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.

The 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.

Tanya Floyd
Regional Judicial Officer

CERTIFICATE OF SERVICE

I certify that the foregoing Consent Agreement and Final Order, in the Matter of Coastal AgroBusiness, Inc., Docket No. EPCRA-04-2023-0605(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: Charles Burnett
CFO & General Counsel
Coastal AgroBusiness, Inc.
112 Staton Road
Greenville, North Carolina 27834
charlesburnett@coastalagro.com
Phone number 252-317-3239

To EPA: Jason Dressler, Chief, North Air Enforcement Section
Dressler.Jason@epa.gov

Lucia Mendez, Associate Regional Counsel
Mendez.Lucia@epa.gov

Shannon L. Richardson, Regional Hearing Clerk
r4_regional_hearing_clerk@epa.gov

Appendix A

Supplemental Environmental Project for Coastal AgroBusiness, Inc.

Respondent, Coastal AgroBusiness, Inc., will purchase the following equipment and donate it to Staton House Fire and Rescue in Greenville, North Carolina no later than six months from the Effective Date of this CAFO:

<u>Quantity</u>	<u>Description</u>
3	Air-Pak X3 Pro SCBA (2018 Edition) with CGA, Parachute Buckles, 4.5, Standard, No ACC8SSIJrJ Pouch, E-Z Flo+ Regulator with Quick Disconnect Hose (Rectus-type fittings), Universal EBSS, None, No, Pak-Tracker, No Case, 1 SCBA Per Box