

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
Region 4

FILED

Jun 01, 2026

9:49 am

U.S. EPA REGION 4  
HEARING CLERK

In the Matter of:

**Smithfield Fresh Meats Corp.,**

Respondent.

Docket No. **CAA-04-2025-0316(b)**

**CONSENT AGREEMENT**

**I. NATURE OF ACTION**

1. This is an administrative penalty assessment proceeding brought under Section 113(d) of the Clean Air Act ("CAA" or the "Act"), 42 U.S.C. § 7413(d), 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 any 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 113(d) of the Act.
5. Respondent is **Smithfield Fresh Meats Corp.**, a corporation doing business in the State of North Carolina. This proceeding pertains to Respondent's facility located at 15855 NC HWY 87 W, Tar Heel, North Carolina 28392 (Facility).

**III. GOVERNING LAW**

6. Any person who violates Section 112(r) of the CAA, 42 U.S.C. § 7412(r), or rule promulgated thereunder, may be assessed a civil penalty pursuant to Section 113(d) of the Act, 42 U.S.C. § 7413(d), and 40 C.F.R. Part 19. Each day a violation continues may constitute a separate

violation. Civil penalties under Section 113(d) of the Act, 42 U.S.C. § 7413(d), may be assessed by an administrative order.

7. Section 112(r) of the Act 42 U.S.C. § 7412(r), addresses the prevention of release of substances listed pursuant to Section 112(r)(3) of the Act, 42 U.S.C. § 7412(r)(3), and other extremely hazardous substances. The purpose of this section is to prevent the accidental release of extremely hazardous substances and to minimize the consequences of such releases. Pursuant to Section 112(r)(7) of the Act, 42 U.S.C. § 7412(r)(7), the EPA is authorized to promulgate regulations for accidental release prevention.
8. Pursuant to Sections 112(r)(3) and 112(r)(7) of the Act, 42 U.S.C. §§ 7412(r)(3) and 7412(r)(7), the EPA promulgated rules codified at 40 C.F.R. Part 68, Chemical Accident Prevention Provisions. These regulations are collectively referred to as the “Risk Management Program” (RMProgram) and apply to an owner or operator of a stationary source that has a threshold quantity of a regulated substance in a process. Pursuant to Sections 112(r)(3) and 112(r)(5) of the Act, 42 U.S.C. §§ 7412(r)(3) and 7412(r)(5), the list of regulated substances and threshold levels are codified at 40 C.F.R. § 68.130.
9. Pursuant to Section 112(r)(7)(B)(iii) of the Act, 42 U.S.C. § 7412(r)(7)(B)(iii), and 40 C.F.R. §§ 68.10 and 68.150, the owner or operator of a stationary source that has a regulated substance in an amount equal to or in excess of the applicable RMProgram threshold in a “process” as defined in 40 C.F.R. § 68.3, must develop an RMProgram accidental release prevention program, and submit and register a single Risk Management Plan (RMPlan) to the EPA.
10. Pursuant to 42 U.S.C. § 7413(d)(1), the EPA and the United States Department of Justice have jointly determined that this matter, although it involves alleged violations with a first alleged date of violation that occurred more than one year before the initiation of this proceeding, is appropriate for an administrative penalty assessment.

#### **IV. FINDINGS OF FACTS**

11. Respondent is the owner and/or operator of the Facility, which is a “stationary source” as that term is defined by Section 112(r)(2)(C) of the Act, 42 U.S.C. § 7412(r)(2)(C).
12. Respondent has registered an RMPlan with the EPA for its Facility and has developed an RMProgram accidental release prevention program for the Facility.
13. At its Facility:
  - (a) Respondent operates an ammonia refrigeration plant.
  - (b) At all times relevant to the violations alleged in Section V of this Consent Agreement, Respondent had on-site for use, 367,279 pounds of Anhydrous Ammonia.
  - (c) Respondent has one RMProgram level 3 covered process, which stores or otherwise uses Anhydrous Ammonia in an amount exceeding its applicable threshold of 10,000 pounds.

14. On July 18, 2024, and July 19, 2024, the EPA conducted an on-site inspection of the RM Program related records and equipment for the purpose of assessing the Respondent's compliance with the RM Program requirements and the implemented recognized and generally accepted good engineering practices (RAGAGEP) for its covered process at its Facility.

15. At the time of the inspection, the EPA observed the following:

- (a) With respect to whether the Respondent had ensured and documented that its process is designed and maintained in compliance with RAGAGEP, as required by 40 C.F.R. § 68.65(d)(2):
- i. The bottom of the ammonia machinery room (AMR) door located in the Plant was not tight fitting. Section 7.3.9.2 of American National Standards Institute/International Institute of Ammonia Refrigeration (ANSI/IIAR)-9 Addendum-A (2024) and Section 6.10.2 of ANSI/IIAR-2 (2021) states, *"Machinery room doors shall be self-closing and tight fitting."*
  - ii. Piping associated with condensers on the roof of the Distribution Center (DC) had surface corrosion, and a broken valve associated with ammonia piping adjacent to the condensers was corroded. Additionally, at the Plant in AMR 1, there was surface corrosion on ammonia piping above the stairs leading to the roof and on piping associated with the High Temperature Recirculator 1 (HTR-1). Section 5.1 of ANSI/IIAR-9 Addendum-A (2024) states, *"All equipment and system components shall be inspected, tested, and maintained in accordance with ANSI/IIAR 6 (2019)."* And Section 11.1.1 of ANSI/IIAR-6 (2019) states, *"Where pitting, surface damage, general corrosion, or a combination thereof, is visually observed on a metal surface of the piping, deficient areas shall be further evaluated per sections 11.1.1.1 – 11.1.1.3."*
  - iii. On the roof of the DC, an electrical shutoff box located below the decking of the condensers had severe corrosion. Also, on the roof of the Plant, there was damaged electrical equipment in numerous locations. Finally, electrical conduit was being supported by a rope suspended from ammonia piping in one location. Section 110.12(B) of National Fire Protection Association 70 (2023) states, *"Internal parts of electrical equipment, including busbars, wiring terminals, insulators, and other surfaces, shall not be damaged or contaminated by foreign materials such as paints, plaster, cleaners, abrasives, or corrosive residues. There shall be no damaged parts that adversely affect safe operation or mechanical strength of the equipment such as parts that are broken, bent, cut, or deteriorated by corrosion, chemical action, or overheating."*
  - iv. In the DC, ammonia piping and evaporators located in the palleting areas, refrigerated storage warehouses, and loading docks were not protected from possible damage by forklifts. Section 7.2.12.1 of ANSI/IIAR-9 Addendum (2024) and Section 7.2.4 of ANSI/IIAR-2 (2021) states, *"Where ammonia-containing equipment*

*is installed in a location subject to physical damage, guarding or barricading shall be provided.” Additionally, Section 13.4.2 of ANSI/IIAR-2 (2021) states, “Refrigerant piping shall be isolated and supported to prevent damage from vibration, stress, corrosion, and physical impact.”*

- v. The pressure relief valve (PRV) on Vessel V-4 was designed with a safe operating limit of 250 pounds per square inch gauge (psig). However, the refrigeration control screen in the DC showed the high alarm setpoint for Vessel V-4 as 985 psig, more than three times the safe operating limit. The written operating procedure for V-4 also contained incorrect setpoints. It stated the alarm would activate at 215 psig and pressures above 255 psig would shut down the compressors. Section 8.2.4 of ANSI/IIAR-2 (2021) states, *“Compressors shall be provided with high-discharge-temperature-, low suction-pressure-, and high-discharge-pressure-limiting devices to shut down the compressors when the safe ranges are exceeded... The setting of high-pressure-limiting devices shall not exceed the lower of the compressor manufacturer’s recommendation or 90% of the pressure relief device setting on the discharge side of the compressor.”*
- vi. At the Plant, piping supports on the roof had been damaged or moved and were not providing adequate support. Ammonia piping inside AMR 3 and on the roof was supporting other ammonia piping or electrical conduit. Section 7.2.7.1 of ANSI/IIAR-9 Addendum-A (2024) states, *“Piping, tubing, and equipment shall be supported to prevent excessive vibration and movement.”* Section 5.11.5 of ANSI/IIAR-2 (2021) states, *“Supports and foundations shall be designed to prevent vibration or movement that causes damage, an unsafe condition, or loss of function to the equipment, connected refrigeration system components, or the building structure.”*
- vii. There were multiple instances throughout the Plant and its roof where the insulation and/or vapor barrier on ammonia piping was damaged. Section 5.10.1 of ANSI/IIAR-2 (2021) states, *“Piping and equipment surfaces not intended for heat exchange shall be insulated, treated, or otherwise protected to mitigate effects of condensation and excessive frost buildup to a level that interferes with valve operation or creates damage to piping, equipment or supports.”* Section A.11.1.1.2 of ANSI/IIAR-6 (2019) states, *“If damage were to occur to the pipe insulation, vapor barrier, or both, the owner should proceed with repairing and/or replacing the damaged pipe insulation and/or vapor barrier in a timely manner if the damage poses an immediate unsafe condition or could develop into an unsafe condition, such as excessive weight loading, to the piping.”*
- viii. At the Plant, ice build-up on piping on the roof was impacting the ability to operate shutoff valves. Additionally, ammonia piping at the low temperature recirculator and high temperature recirculator in AMR 3 had ice build-up. Section 5.6.8 of ANSI/IIAR-6 (2019) states, *“Equipment and piping shall be kept free from excessive ice buildup. (1) Ice buildup shall not interfere with the operation of emergency shut-off valves. (2) Ice accumulation shall not be permitted to deflect or bend pipes, displace*

*components, or negatively impact the system's structural integrity.” Section 7.2.6.1 of ANSI/IIAR-9 Addendum-A (2024) states, “Piping and equipment surfaces not intended for heat exchange shall be insulated, treated, or otherwise protected to mitigate condensation and excessive frost buildup where the surface temperature is below the dew point of the surrounding air during normal operation and in an area where condensation and frost could develop and become a hazard to occupants or cause damage to the structure, electrical equipment, or refrigeration system.” And Section 5.10.1 of ANSI/IIAR-2 (2021) states, “Piping and equipment surfaces not intended for heat exchange shall be insulated, treated, or otherwise protected to mitigate effects of condensation and excessive frost buildup to a level that interferes with valve operation or creates damage to piping, equipment or supports.”*

- (b) The operation procedures did not accurately document current operating practice, including the safe upper limits that were set on process equipment. For example, the control screen in the DC and the written operating procedure for Vessel V-4 did not accurately document that the PRV on Vessel V-4 will lift at 250 psig. The same was observed in the Plant. For example, the written operating procedure for compressor C-09 indicated the high-pressure alarm is activated at 210 psig and the cutout pressure is 215 psig. However, the control screen for compressor C-09 showed the compressor was programmed to alarm at 220 psig and the cutout at 225 psig.
- (c) A management of change (MOC) form was not filled out and recorded documenting the changes made between June 1, 2023 and July 18/19, 2024 to the safe upper limits on process equipment, including the maximum pressure cutouts of the compressors. EPA inspectors reviewed the Facility’s MOC form, which is to be completed when process and operating changes are proposed. The section titled “Documentation to be Updated” on the MOC form includes a section for updating operating procedures. According to the Facility staff, they did not use the MOC form when making the changes described above.

16. On July 1, 2025, the EPA issued to Respondent a Notice of Potential Violation (“NOPV”), providing notice that the EPA found that Respondent potentially committed the alleged violations described in Section V of this Consent Agreement and providing Respondent an opportunity to confer with the EPA. On August 7, 2025, representatives of Respondent and the EPA held a meeting to discuss the NOPV.

## **V. ALLEGED VIOLATIONS**

17. Respondent is a “person” as defined in Section 302(e) of the Act, 42 U.S.C. § 7602(e).
18. Based on the EPA’s compliance monitoring investigation, the EPA alleges that the Respondent violated 40 C.F.R. Part 68, the codified rules governing the Act’s Chemical Accident Prevention Provisions and Section 112(r) of the Act, 42 U.S.C. § 7412(r) when it:

- (a) Failed to ensure and document that equipment complies with recognized and generally accepted good engineering practices, as required by 40 C.F.R. § 68.65(d)(2);
- (b) Failed to review operating procedures as often as necessary to assure that they accurately reflect current operating practice, including changes that result from changes in process chemicals, technology, and equipment, and changes to stationary sources. The owner or operator shall certify annually that these operating procedures are current and accurate, as required by 40 C.F.R. § 68.69(c); and
- (c) Failed to implement written procedures to manage changes (except for “replacements in kind”) to process chemicals, technology, equipment, and procedures; and, changes to stationary sources that affect a covered process, as required by 40 C.F.R. § 68.75(a).

## **VI. STIPULATIONS**

19. The issuance of this CAFO simultaneously commences and concludes this proceeding. 40 C.F.R. § 22.13(b).

20. 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 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.

21. 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) 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;
- (f) agrees to comply with the terms of this CAFO; and
- (g) waives any rights or defenses that Respondent has or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial, and waives any right to challenge the lawfulness of the Final Order accompanying the CAFO.

22. 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**

23. Respondent agrees to a civil penalty in the amount of \$27,001 ("Assessed Penalty"), to be paid within thirty (30) calendar days after the Effective Date of this CAFO.
24. Respondent shall pay the Assessed 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>.

25. When making a payment, Respondent shall:

- (a) Identify every payment with Respondent's name and the docket number of this CAFO, Docket No. **CAA-04-2025-0316(b)**,
- (b) Concurrently with any payment or within 24 hours of any payment, serve proof of such payment to the following persons:

Regional Hearing Clerk  
U.S. Environmental Protection Agency, Region 4  
[r4\\_regional\\_hearing\\_clerk@epa.gov](mailto:r4_regional_hearing_clerk@epa.gov)

and

Justin Stark, Case Development Officer

Air Enforcement Branch  
Enforcement and Compliance Assurance Division  
U.S. Environmental Protection Agency, Region 4  
Stark.justin@epa.gov

and

U.S. Environmental Protection Agency  
Cincinnati Finance Center  
Via electronic mail to:  
CINWD\_AcctsReceivable@epa.gov

“Proof of payment” means, as applicable, 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 the EPA requirements, in the amount due, and identified with the appropriate docket number and Respondent’s name.

26. Interest, Charges, and Penalties on Late Payments. Pursuant to 42 U.S.C. § 7413(d)(5), 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 Assessed Penalty per this CAFO, the entire unpaid balance of the Assessed Penalty and all accrued interest shall become immediately due and owing, and the EPA is authorized to recover the following amounts.

(a) Interest. Interest begins to accrue from the Effective Date. If the Assessed Penalty is paid in full within thirty (30) calendar days, interest accrued is waived. If the Assessed Penalty is not paid in full within thirty (30) calendar days, interest will continue to accrue until any unpaid portion of the Assessed Penalty as well as any interest, penalties, and other charges are paid in full. Per 42 U.S.C. § 7413(d)(5), interest will be assessed pursuant to 26 U.S.C. § 6621(a)(2), that is the IRS standard underpayment rate, equal to the Federal short-term rate plus 3 percentage points.

(b) Handling Charges. The United States’ enforcement expenses including, but not limited to, attorneys’ fees and costs of handling collection.

(c) Late Payment Penalty. A ten percent (10%) quarterly non-payment penalty.

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

(a) Refer the debt to a credit reporting agency or a collection agency, per 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 government to, or held by the United States government for, a person to satisfy the debt the person owes the United States government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, per 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, per 40 C.F.R. § 13.17.
  - (d) Request that the Attorney General bring a civil action in the appropriate district court to enforce the Final Order and recover the full remaining balance of the Assessed Penalty, in addition to interest and the amounts described above, pursuant to 42 U.S.C. § 7413(d)(5). In any such action, the validity, amount, and appropriateness of the Assessed Penalty and Final Order shall not be subject to review.
28. Allocation of Payments. Pursuant to 31 C.F.R. § 901.9(f) and 40 C.F.R. § 13.11(d), a partial payment of debt will be applied first to outstanding handling charges, second to late penalty charges, third to accrued interest, and last to the principal that is the outstanding Assessed Penalty amount.
29. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this CAFO shall not be deductible for purposes of federal taxes.

## **VIII. EFFECT OF CAFO**

30. 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.
31. 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).
32. Any violation of this CAFO may result in a civil judicial action for civil penalties as provided in Section 113(b) of the Act, 42 U.S.C. § 7413(b), as well as criminal sanctions as provided in Section 113(c) of the Act, 42 U.S.C. § 7413(c). The EPA may use any information submitted under this CAFO in an administrative, civil judicial, or criminal action.
33. 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.

34. Nothing herein shall be construed to limit the power of the EPA to undertake any action against Respondent or any person in response to conditions that may present an imminent and substantial endangerment as provided under the Act.
35. 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.
36. 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.
37. 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.
38. 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.
39. 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.
40. 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.
41. 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.
42. The EPA also reserves the right to revoke this CAFO and settlement penalty if and to the extent that the EPA finds that, after signing this CAFO, 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.

43. 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.
44. 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**

45. 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 **Smithfield Fresh Meats Corp., Docket No. CAA-04-2025-0316(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:

Andrea S. Tucker  
Signature

5/20/2026  
Date

Printed Name: Andrea S. Tucker

Title: General Manager

Address: 15855 Hwy 87 W., Tar Heel, NC 28392

The foregoing Consent Agreement in the matter of **Smithfield Fresh Meats Corp., Docket No. CAA-04-2025-0316(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR COMPLAINANT:

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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:

**Smithfield Fresh Meats Corp.,**

Respondent.

Docket No. **CAA-04-2025-0316(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.**

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Regional Judicial Officer

## CERTIFICATE OF SERVICE

I certify that the foregoing Consent Agreement and Final Order, in the matter of **Smithfield Fresh Meats Corp., Docket No. CAA-04-2025-0316(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:       Andrea Tucker, Complex Manager  
Smithfield Fresh Meats Corp.  
atucker@smithfield.com  
15855 NC Highway 87 W  
Tar Heel, North Carolina 28392  
(910) 862-5240

Caleb Stoker, Senior EHS Manager  
Smithfield Fresh Meats Corp.  
jcstoker@smithfield.com  
15855 NC Highway 87 W  
Tar Heel, North Carolina 28392  
(910) 862-7675

To EPA:               Justin Stark, Case Development Officer  
Stark.justin@epa.gov  
(404) 562-8305

Alexander King, Attorney-Advisor  
King.Alexander@epa.gov  
(404) 562-9417

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Shannon L. Richardson, Regional Hearing Clerk  
r4\_regional\_hearing\_clerk@epa.gov