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U.S. EPA REGION 4
HEARING CLERK

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Region 4

In the Matter of:

Citrosuco North America, Inc.,

Respondent.

Docket No. **CAA-04-2026-0307(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 **Citrosuco North America, Inc.**, a corporation doing business in the State of Florida. This proceeding pertains to Respondent's facility located at 5937 Highway 60 East, Lake Wales, Florida 33898 (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), 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, 111,000 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 March 7, 2024, the EPA conducted an on-site inspection of the RMProgram related records and equipment for the purpose of assessing the Respondent's compliance with the RMProgram 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, EPA observed the following:

- (a) With respect to whether the Respondent had documented that its process is designed and maintained in compliance with RAGAGEP, as required by 40 C.F.R. § 68.65(d)(2).
- i. Multiple doors leading to Machinery Room 1 and 2 were not secured to prevent unauthorized personnel from entering. Section 6.3.3 of American National Standard Institute/Institute of Ammonia Refrigeration (ANSI/IIAR)-2 (2021) and Section 7.3.3.4 of ANSI/IIAR-9 (2020) state: *"Access to the machinery room shall be restricted to authorized personnel."*
 - ii. Multiple doors between Machinery Room 1 and 2, and the building exterior were not tight-fitting, such that there were visible gaps present. Section 6.10.2 of ANSI/IIAR-2 (2021) and Section 7.3.9.2 of ANSI/IIAR-9 (2020) state: *"Machinery room doors shall be self-closing and tight fitting..."*
 - iii. The emergency shut-off switch and emergency ventilation control switch for Machine Room 1 were located inside Machinery Room 1, and the emergency shut-off switch for Machinery Room 2 was located outside the room but roughly 300 feet (i.e. roughly the length of an American football field) away from, and thus not adjacent to, any door to Machinery Room 2. Section 6.12.1 of ANSI/IIAR-2 (2021) and Section 7.3.11.1 of ANSI/IIAR-9 (2020) state: *"A clearly identified emergency shut-off switch with a tamper-resistant cover shall be located outside and adjacent to the designated principal machinery room door..."* and Section 6.12.2 of ANSI/IIAR-2 (2021) and Section 7.3.11.2 of ANSI/IIAR-9 (2020) state: *"A clearly identified control switch for emergency ventilation with a tamper-resistant cover shall be located outside the machinery room and adjacent to the designated principal machinery room door..."*
 - iv. National Fire Protection Association (NFPA) diamonds were not present at or near the entrances to Machinery Room 1 or Machinery Room 2. Additionally, the high-pressure receiver (HPR) in Machinery Room 1, the pump package receiver in the process area, and the low pressure recirculator associated with Machinery Room 2 were not placarded with NFPA diamonds. Section 7.2.9.1.1 of ANSI/IIAR-9 (2020) states: *"Buildings and facilities with refrigeration systems shall be provided with placards in accordance with NFPA 704."* NFPA 704 requires hazard diamonds for ammonia machinery rooms and associated process equipment.
 - v. Audible/visual ammonia alarms were not located outside all of the entrances to Machinery Rooms 1 and 2. Section 6.13.1(2) of ANSI/IIAR-2 (2021) and Section 7.3.12.1 of ANSI/IIAR 9-2020 state: *"...Additional audible and visual alarms shall be located outside of each entrance to the machinery room."*
 - vi. Those audible/visual ammonia alarms that were located outside the entrances to Machinery Rooms 1 and 2 were not labeled in a way to clearly identify the meaning or intent of alarm. Also, the audible/visual alarm located inside Machinery Room 1 was not labeled to identify its meaning or function. Section 7.3.12.6 of ANSI/IIAR-9 (2020) and Section 17.6 of ANSI/IIAR-2 (2021) state: *"Ammonia leak detection alarms shall be identified by signage adjacent to visual and audible alarm devices."* Additionally, Section 7.2.9.1(2) of ANSI/IIAR-9 (2020) states: *"Signage shall be*

provided in accordance with this section... 2) Alarm Signage. The meaning of each alarm shall be clearly marked by signage near the visual and audible alarms."

- vii. The pressure relief valve (PRV) piping on the roof where ammonia is discharged was angled to discharge ammonia downward towards the roof rather than upward. Section 15.5.1.5 of ANSI/IIAR-2 (2021) states: *"The termination of the discharge shall be directed upwards and arranged to avoid spraying ammonia on persons in the vicinity."*
- viii. Ammonia piping used to drain oil from oil pots was not capped when not in use, nor was it equipped with caps for that purpose. Section 5.9.3(3) of ANSI/IIAR-2 (2021) states: *"... All piping to atmosphere for oil draining shall be designed to be capped when not in use."*
- ix. The processing area was not separated from Machinery Room 1 by tight fitting construction but was instead separated by a curtain and screen. Section 6.2.1 of ANSI/IIAR-2 (2021) and Section 7.3.2.1 of ANSI/IIAR-9 (2020) state: *"The machinery room shall be separated from the remainder of the building by tight-fitting construction."* Additionally, Section 7.3.2.5 of ANSI/IIAR-9 (2020) states: *"Air shall not flow to or from any portion of a premises that is routinely accessible to or occupied by people on a part-time or full-time basis through a machinery room unless the air is ducted and sealed to prevent ammonia leakage from entering the airstream. Access doors and panels in ductwork and air-handling units located in a machinery room shall be gasketed and tight fitting."*
- x. Areas of localized corrosion and pitting were observed on ammonia piping, valves, and ammonia refrigeration equipment in the machinery rooms and throughout the rest of the Facility, specifically, in the following areas: 1) Ammonia piping and associated equipment inside of Machinery Room 1 and 2; 2) Ammonia piping and associated equipment outside of and on the roof associated with Machinery Room 1 and 2; 3) Ammonia piping and associated equipment inside of the processing room adjacent to Machinery Room 1; 4) Ammonia piping and associated equipment inside of the room with the recirculator adjacent to Machinery Room 2; and 5) Ammonia piping and associated equipment on the roof associated with Machinery Room 2. Respondent had no documentation demonstrating these lines were safe to operate. Section 5.1 of ANSI/IIAR-9 (2020) states: *"All equipment and system components shall be inspected, tested, and maintained in accordance with ANSI/IIAR 6 (2019)."* Section 5.3 (Record Keeping) and Section 5.4 (Deficiency Management) of ANSI/IIAR 6 (2019) require the results of *all* inspections and tests be documented, and when corrosion is found, documentation must include technical proof that the line is safe to operate. The Respondent's last documented evaluation concluding that corroded piping remained safe for operation was performed during a 2019 visual inspection of its ammonia piping, valves, and ammonia refrigeration equipment. A subsequent compliance audit conducted in 2022 found that corrosion inspections and testing at the Facility were not being conducted in accordance with good engineering practices and manufacturer recommendations. The audit recommended that corrosion

inspections be incorporated into the annual mechanical integrity inspection program.

- xi. There were multiple places where ammonia piping was not clearly and/or consistently labeled with contents, direction of flow, or physical state of ammonia. The lack of proper labeling was a common observation throughout the Facility. Section 5.14.6 of ANSI/IIAR-2 (2021) and Section 7.2.9.4 of ANSI/IIAR-9 (2020) state: *"Ammonia piping mains, headers, and branches shall be identified with the following information: 1. 'AMMONIA'; 2. Physical state of the ammonia; 3. Relative pressure level of ammonia, being low or high as applicable; 4. Pipe service, which shall be permitted to be abbreviated; and 5. Direction of flow."*
- xii. There were multiple places where ammonia piping passed through the wall of both machinery rooms and the openings were not adequately sealed to prevent ammonia leakage. Section 6.6.2 of ANSI/IIAR-2 (2021) and Section 7.3.6.2 of ANSI/IIAR-9 (2020) state: *"Pipes penetrating the machinery room envelope shall be sealed to walls, ceilings, or floors through which they pass to prevent leakage of ammonia vapor to adjoining spaces and to maintain the fire rating of the machinery room envelope."* Additionally, Section 7.3.2.5 of ANSI/IIAR-9 (2020) states: *"Air shall not flow to or from any portion of a premises that is routinely accessible to or occupied by people on a part-time or full-time basis through a machinery room unless the air is ducted and sealed to prevent ammonia leakage from entering the airstream. Access doors and panels in ductwork and air-handling units located in a machinery room shall be gasketed and tight fitting."*
- xiii. Excessive ice build-up was observed on ammonia piping, valves and on pressure vessels in multiple areas throughout the Facility. Section 5.6.8 of ANSI/IIAR-6 (2019) states, in relevant part: *"Equipment and piping shall be kept free from excessive ice buildup..."* Additionally, Section 7.2.6.1 of ANSI/IIAR-9 (2020) 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."*
- xiv. The insulation and/or vapor barrier on ammonia piping and equipment were damaged throughout the Facility. 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."*
- xv. Sections of ammonia piping throughout the Facility were inadequately supported to prevent an unsafe condition, including sections of pipe that were supported by other ammonia piping. 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.” Section 7.2.7.1 of ANSI/IIAR-9 (2020) states: *“Piping, tubing, and equipment shall be supported to prevent excessive vibration and movement.”*

- xvi. There was exposed electrical wiring and broken electrical equipment in Machinery Room 1 and outside of Machinery Room 2. Additionally, in the warehouse area, electrical equipment was broken resulting in exposed wiring. Section 110.12(B) of NFPA 70 (2014) states the following regarding electric equipment: *“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.”*
- xvii. Open, used oil drums were stored inside Machinery Rooms 1 and 2 outside of approved fire-rated storage containers. Section 6.4 of ANSI/IIAR-2 (2021) and Section 7.3.4 of ANSI/IIAR-9 (2020) state: *“Combustible materials or flammable liquids shall not be stored in machinery rooms outside of approved fire-rated storage containers.”*
- xviii. Used oil was stored in open 55-gallon drums in Machinery Room 1 without any secondary containment. Section 6.2.1.9.3.1 (1) of NFPA 400 (2016) states: *“Buildings, or portions thereof, used for any of the following shall be provided with secondary containment: Storage of liquids where the capacity of an individual vessel exceeds 55 gal (202.8 L) or the aggregate capacity of multiple vessels exceeds 1000 gal (3785 L).”*
- xix. The manual King Valve associated with the HPR for Machinery Room 1, and used for emergency shutdown, was located on a platform above ground-level and was not easily identifiable. Section 7.3.3.3(2) of ANSI/IIAR-9 (2020) states: *“Manually operated isolation valves identified as being part of the system emergency shutdown procedure shall be directly operable from the floor or chain operated from a permanent work surface.”* Section 7.2.9.3 of ANSI/IIAR-9 (2020) states: *“Valves required for emergency shutdown of the system shall be clearly and uniquely identified at the valve itself and in the system schematic drawings.”*
- xx. The Machinery Room 1 roof had only one means of access/egress. Section 6.2.1.4.3 of NFPA 400 (2019) states: *“Not less than two means of egress shall be provided from each building, or portions thereof, required to comply with Section 6.2, unless rooms for spaces do not exceed 200 square feet, have an occupant load not exceeding three persons, and have a travel distance to the room door not exceeding 25 feet.”* Section 40.2.4.1.1 of NFPA 101 (2012) states: *“Not less than two means of egress shall be provided from every story or section, and not less than one exit shall be reached without traversing another story.”*
- xxi. The platform above the HPR for Machinery Room 1 was more than 6 feet above the lower level and was missing a guardrail at the top of the ladder. 29 C.F.R. § 1926.501(b)(1) states: *“Unprotected sides and edges. Each employee on a*

walking/working surface (horizontal and vertical surface) with an unprotected side or edge which is 6 feet (1.8 m) or more above a lower level shall be protected from falling by the use of guardrail systems, safety net systems, or personal fall arrest systems."

- xxii. The roof grating serving Machinery Rooms 1 and 2 was damaged, compromising the safety of the walking-working surface, and was not guarded to prevent employees from using it. Instability was attributable to broken or missing supports beneath the grating. 29 C.F.R. § 1910.22(d) states: *"The employer must ensure: 1. Walking-working surfaces are inspected, regularly and as necessary, and maintained in a safe condition; 2. Hazardous conditions on walking-working surfaces are corrected or repaired before an employee uses the walking-working surface again. If the correction or repair cannot be made immediately, the hazard must be guarded to prevent employees from using the walking-working surface until the hazard is corrected or repaired; and 3. When any correction or repair involves the structural integrity of the walking-working surface, a qualified person performs or supervises the correction or repair."*
- xxiii. The eyewash station and safety shower located inside Machinery Room 2 did not provide adequate flow. Additionally, no eyewash station or safety shower were located outside Machinery Room 2. Section 7.3.7.1 of ANSI/IIAR-2 (2020) states: *"Each machinery room shall have access to a minimum of two eyewash/safety shower units, one located inside the machinery room and one located outside of the machinery room."*
- xxiv. Respondent had not informed exposed employees, by posting danger signs or by any other equally effective means, of the existence and location of and the danger posed by the manway into the ammonia condenser on the roof of Machinery Room 2, which is a "permit-required confined space" as defined in 29 C.F.R. § 1910.146. 29 C.F.R. § 1910.146(c)(1) states: *"The employer shall evaluate the workplace to determine if any spaces are permit-required confined spaces."* Additionally, 29 C.F.R. § 1910.146(c)(2) states: *"If the workplace contains permit spaces, the employer shall inform exposed employees, by posting danger signs or by any other equally effective means, of the existence and location of and the danger posed by the permit spaces. Note: A sign reading "DANGER - PERMIT-REQUIRED CONFINED SPACE, DO NOT ENTER" or using other similar language would satisfy the requirement for a sign."*
- xxv. The vehicle exit gate near the front of the Facility was the primary means of egress from the property. The vehicle exit gate was kept closed with a lock such that, in the event of an emergency, the lock would impede emergency use of this means of egress. Section 7.1.9 of NFPA 101 (2021) states: *"Any device or alarm installed to impact the improper use of a means of egress ... shall be designed and installed so that it cannot, even in case of failure, impede or prevent emergency use of such means of egress."*
- xxvi. Documentation provided by Respondent showed that the available emergency ventilation system for Machinery Room 1 was not capable of providing 30 or more

air exchanges per hour, or of removing air in an amount equal to or greater than the following quantity where G is the mass of refrigerant (in pounds) in the largest system, any part of which is located in the machinery room: $Q = 100 \times G^{0.5}$. Section 6.14.7.1 of ANSI/IIAR-2 (2021) states: *"emergency ventilation systems shall provide not less than 30 air exchanges per hour based on gross machinery room volume."* Section 8.11.5 of ANSI/The American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)-15 (2016) states: *"The mechanical ventilation required to exhaust an accumulation of refrigerant due to leaks or a rupture of the system shall be capable of removing air from the machinery room in not less than the following quantity where G is the mass of refrigerant (in pounds) in the largest system, any part of which is located in the machinery room: $Q = 100 \times G^{0.5}$."*

- xxvii. The Respondent provided an Ammonia Refrigeration Safety Inspection Checklist, dated March 28, 2024, that noted the emergency ventilation system was not interfaced to a supervised alarm to automatically start the emergency exhaust fans when the ammonia concentration is detected at equal to or exceeding 150 parts per million (ppm). Section 6.13.2.3 of ANSI/IIAR-2 (2021) states: *"detection of ammonia concentrations equal to or exceeding 150 ppm (1/2 IDLH) shall activate indicators and an audible alarm and shall activate emergency ventilation."*
- (b) According to the Standard Operating Procedures (SOP) provided by the Respondent, the SOPs were not being reviewed as often as necessary to ensure they reflect current operating practices. For example, the SOP titled "Overview of Safety Systems for System 1" indicates on page 4 that ammonia sensors activate at 150 ppm to provide at least 20,000 cubic feet per minute (CFM) of outside air. However, ventilation documentation provided by the Facility indicates the maximum available ventilation capacity for System 1 is only 8,000 CFM. The footer found on the bottom of the SOP indicates it was last reviewed on May 8, 2014.
- (c) The Respondent could not demonstrate that it had performed past annual testing on its emergency stops and the emergency ventilation systems, as required by Chapter 12 of ANSI/IIAR-6 (2019). Following the inspection, Respondent provided documentation of having conducted an annual testing of the emergency stop and annual emergency ventilation systems on March 28, 2024 (22 days after the inspection).
- (d) The Respondent completed a compliance audit for the Facility in 2022; however, it had no documentation demonstrating it had determined the appropriate response to each of the findings, or that the deficiencies had been corrected.
- (e) The Respondent could not provide documentation demonstrating that coordination with local emergency planning and response organizations occurs annually.
- (f) The Respondent's most recent RMPlan for the Facility was submitted to EPA in July 2014. The required five-year update was due to be submitted by July 2019.
- (g) The RMPlan listed an outdated emergency contact who had left the Facility approximately three years prior to the inspection date.

16. On December 12, 2024, 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 January 14, 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 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 document that equipment complies with RAGAGEP, 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 reflect current operating practice, including changes that result from changes in process chemicals, technology, and equipment, and changes to stationary sources, and failed to certify annually that these operating procedures are current and accurate, as required by 40 C.F.R. § 68.69(c);
 - (c) Failed to ensure inspection and testing procedures followed RAGAGEP, as required by 40 C.F.R. § 68.73(d)(2);
 - (d) Failed to promptly determine and document an appropriate response to each of the findings of the compliance audit, and document that deficiencies have been corrected, as required by 40 C.F.R. § 68.79(d);
 - (e) Failed to document annual coordination with local authorities, including: The names of individuals involved and their contact information (phone number, email address, and organizational affiliations); dates of coordination activities; and nature of coordination activities, as required by 40 C.F.R. § 68.93(c);
 - (f) Failed to revise and update the RMPlan at least once every five years from the date of its initial submission or most recent update, as required by 40 C.F.R. § 68.190(b)(1); and
 - (g) Failed to update the emergency contact information within one month of any change, as required by 40 C.F.R. § 68.195(b).

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 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 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 **\$179,634** ("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-04-2026-0307(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

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 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 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, EPA may take additional actions. Such actions 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.
30. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, EPA is required to annually send to the Internal Revenue Service ("IRS") a completed IRS Form 1098-F ("Fines, Penalties, and Other Amounts") with respect to any court order or settlement agreement (including administrative settlements) that require a payor to pay an aggregate amount that EPA reasonably believes will be equal to, or in excess of, \$50,000 for the payor's violation of any law or the investigation or inquiry into the payor's potential violation of any law, including amounts paid for "restitution or remediation of property" or to come "into compliance with a law." EPA is further required to furnish a written statement, which provides the same information provided to the IRS, to each payor (i.e., a copy of IRS Form 1098-F). Respondent's failure to comply with providing IRS Form W-9 or Tax Identification Number ("TIN"), as described below, may subject Respondent to a penalty, per 26 U.S.C. § 6723, 26 U.S.C. § 6724(d)(3), and 26 C.F.R. § 301.6723-1. To provide EPA with sufficient information to enable it to fulfill these obligations, Respondent shall complete the following actions as applicable:

- (a) Respondent shall complete an IRS Form W-9 ("Request for Taxpayer Identification Number and Certification"), which is available at:
<https://www.irs.gov/pub/irspdf/fw9.pdf>.
- (b) Respondent shall therein certify that its completed IRS Form W-9 includes Respondent's correct TIN or that Respondent has applied and is waiting for issuance of a TIN.
- (c) Respondent shall email its completed Form W-9 to EPA's Cincinnati Finance Division Region 4 contact, Jessica Henderson (Henderson.Jessica@epa.gov), on or before the date that Respondent's penalty payment is due, pursuant to Paragraph 23 of this CAFO, or within 7 days should the order become effective between December 15 and December 31 of the calendar year. EPA recommends encrypting IRS Form W-9 email correspondence.
- (d) In the event that Respondent has certified in its completed IRS Form W-9 that it does not yet have a TIN but has applied for a TIN, Respondent shall provide EPA's Cincinnati Finance Division with Respondent's TIN, via email, within five (5) days of Respondent's receipt of a TIN issued by the IRS.

VIII. EFFECT OF CAFO

- 31. 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.
- 32. 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 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).
- 33. 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). EPA may use any information submitted under this CAFO in an administrative, civil judicial, or criminal action.
- 34. 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.
- 35. 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.
- 36. 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.

37. 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.
38. 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.
39. 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.
40. 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.
41. 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.
42. 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.
43. 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.
44. 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.
45. 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

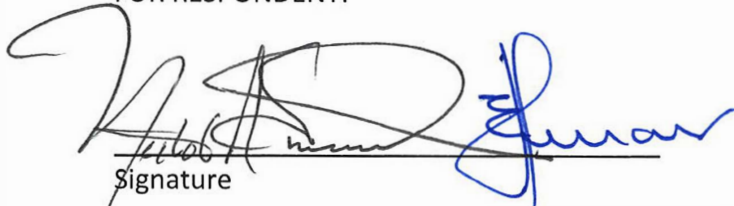
46. This CAFO shall become effective after execution of the Final Order by the Regional Judicial Officer, on the date of filing with the Hearing Clerk.

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Complainant and Respondent will Each Sign on Separate Pages

The foregoing Consent Agreement in the matter of **Citrosuco North America, Inc., Docket No. CAA-04-2026-0307(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:


Signature

08/26/2026
Date

Printed Name: Nicholas A. Emanuel

Edmilson J. Mana.

Title: President

Vice President

Address: 5437 Hwy 60 East
Lake Wales, FL

5937 Hwy 60 East - LAKE WALES - FL.

The foregoing Consent Agreement in the matter of **Citrosuco North America, Inc., Docket No. CAA-04-2026-0307(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR COMPLAINANT:

KERIEMA
NEWMAN

Digitally signed by
KERIEMA NEWMAN
Date: 2026.08.31
12:37:32 -04'00'

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:

Citrosuco North America, Inc.,

Respondent.

Docket No. **CAA-04-2026-0307(b)** Error!
Reference source not found.

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.

MICHELE
WETHERINGTON

Digitally signed by MICHELE
WETHERINGTON
Date: 2026.09.01 14:39:00
+04'00'

Regional Judicial Officer

CERTIFICATE OF SERVICE

I certify that the foregoing Consent Agreement and Final Order, in the matter of **Citrosuco North America, Inc., Docket No. CAA-04-2026-0307(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: A.J. Wissinger, Partner
Reed Smith
ajwissinger@reedsmith.com
1221 Mckinney Street
Suite 2100
Houston, TX 77010
713-469-3800

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

Lucia Mendez, Attorney Adviser
mendez.lucia@epa.gov
404-562-9637

Shannon
Richardson

Digitally signed by
Shannon Richardson
Date: 2026.09.01
15:16:13 -04'00'

Shannon L. Richardson, Regional Hearing Clerk
R4_regional_hearing_clerk@epa.gov