



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

SEP 30 2019

REPLY TO THE ATTENTION OF

VIA EMAIL (fitzpatrick.timmery@cleanharbors.com)

Ms. Timmery Fitzpatrick
Assistant General Counsel
Clean Harbors
Post Office Box 9149
42 Longwater Drive
Norwell, Massachusetts 02061-9149

Consent Agreement and Final Order
In the Matter of: Safety-Kleen Systems Inc. (Toledo, Ohio)
Docket No. TSCA-05-2019-0016

Dear Ms. Fitzpatrick:

Enclosed please find a copy of a fully executed Consent Agreement and Final Order in resolution of the above case. This document was filed on September 30, 2019 with the Regional Hearing Clerk.

The civil penalty in the amount of \$23,625 is to be paid in the manner described in paragraphs 54-60. Please be certain that the docket number is written on the transmittal letter. Payment is due within 30 calendar days of the filing date.

Thank you for your cooperation in resolving this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Kendall Moore".

For Kendall Moore
RCRA Compliance Section 2

Enclosure

cc: R. Peachey (C-14J)

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

In the Matter of:

Safety-Kleen Systems, Inc.
Toledo, Ohio,

Respondent.



Docket No. TSCA-05-2019-0016

Proceeding to Assess a Civil Penalty
Under Section 16(a) of the Toxic
Substances Control Act, 15 U.S.C.
§ 2615(a)

Consent Agreement and Final Order

Preliminary Statement

1. This is an administrative action commenced and concluded under Section 16(a) of the Toxic Substances Control Act (TSCA), 15 U.S.C. § 2615(a), and Section 22.1(a)(5), 22.13(b), and 22.18(b)(2) and (3) 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 40 C.F.R. § 22.1(a)(5), 22.13(b), and 22.18(b)(2) and (3).

2. The Complainant is, by lawful delegation, the Director of the Enforcement and Compliance Assurance Division, United States Environmental Protection Agency (EPA), Region 5.

3. The Respondent is Safety-Kleen Systems, Inc. (Safety-Kleen), a Wisconsin corporation doing business in Ohio, with its corporate headquarters at 2600 North Central Expressway, Suite 400, Richardson, Texas 75080.

4. Where the parties agree to settle one or more causes of action before the filing of an administrative complaint, the action may be commenced and concluded simultaneously by the issuance of a consent agreement and final order (CAFO). *See* 40 C.F.R. § 22.13(b).

5. The parties agree that settling this action without the filing of a complaint or the

adjudication of any issue of fact or law is in their interest and in the public interest.

6. Respondent consents to the assessment of the civil penalty specified in this CAFO and to the terms of this CAFO.

Jurisdiction and Waiver of Right to Hearing

7. Respondent admits the jurisdictional allegations in this CAFO and neither admits nor denies the factual allegations in this CAFO. Respondent does not admit any liability to EPA arising out of the transactions or occurrences alleged in the CAFO.

8. Respondent waives any and all remedies, claims for relief, and otherwise available rights to judicial or administrative review that Respondent may have with respect to any issue of fact or law set forth in this CAFO, including its right to request a hearing or petition for judicial review under Section 16(a) of TSCA, 15 U.S.C. § 2615(a), and under 40 C.F.R. § 22.15(c), its right to seek federal judicial review of the CAFO pursuant to Chapter 7 of the Administrative Procedure Act, 5 U.S.C. §§ 701-06, any right to contest the allegations in this CAFO, and its right to appeal this CAFO. Respondent also consents to the issuance of this CAFO without further adjudication.

Statutory and Regulatory Background

9. The Polychlorinated Biphenyls (PCBs) Disposal and Marking regulations were lawfully promulgated pursuant to Section 6 of TSCA, 15 U.S.C. § 2605. *See* 43 Fed. Reg. 7,150 (Feb. 17, 1978). The PCBs Manufacturing, Processing, Distribution in Commerce and Use Prohibitions (PCB rule) incorporated previous disposal and marking regulations. *See* 44 Fed. Reg. 31,514 (May 31, 1979). The PCB rule was subsequently amended and partially re-codified at 40 C.F.R. Part 761.

10. Under 40 C.F.R. § 761.3, PCB waste(s) is defined as those PCBs and PCB Items

that are subject to the disposal requirements of 40 C.F.R. Part 761, Subpart D.

11. Under 40 C.F.R. § 761.3, a person is defined, in pertinent part, as any natural or judicial person including any individual, corporation, partnership, or association.

12. Under 40 C.F.R. § 761.3, a transporter of PCB waste means, for the purposes of Subpart K of 40 C.F.R. Part 761, any person engaged in the transportation of regulated PCB waste by air, rail, highway, or water for a purposes other than consolidation by a generator.

13. Under 40 C.F.R. § 761.211(a)(1) (with one exception not applicable here), a transporter shall not accept PCB waste from a generator unless it is accompanied by a manifest signed by the generator in accordance with 40 C.F.R. § 761.210(a)(1).

14. A commercial storer of PCB waste is defined at 40 C.F.R. § 761.3, in pertinent part, as someone who engages in storage activities involving PCB waste generated by others.

15. Under 40 C.F.R. § 761.3 and 761.65(d), no person may commercially store more than 500 gallons of liquid containing PCBs at regulated levels without first receiving EPA approval as a commercial storer of PCB waste.

16. Under 40 C.F.R. § 761.205(a)(2), a commercial storer and transporter of PCB waste must notify EPA of its PCB waste activities by filing EPA Form 7710-53 prior to engaging in those activities.

17. The term “distribute in commerce” is defined at 40 C.F.R. § 761.3 to mean, in pertinent part, to sell, or the sale of, a chemical substance, mixture, or article in commerce.

18. Under 40 C.F.R. § 761.20(c), no person may process or distribute in commerce any PCB, or any PCB Item regardless of concentration, for use within the United States without an exemption, except if the processing or distribution involves an excluded manufacturing process, recycled PCBs, or excluded PCB products.

19. Under 40 C.F.R. § 761.207(a), a generator or a commercial storage facility that offers PCB waste for transport must prepare a manifest on EPA Form 8700-22.

20. Under 15 U.S.C. § 2614 and 40 C.F.R. § 761.1(d), it is unlawful for any person to fail or refuse to comply with any requirement of 40 C.F.R. Part 761. Any violation of 40 C.F.R. Part 761 may subject the violator to civil penalties under Section 16(a) of TSCA, 15 U.S.C. § 2615(a).

21. The Administrator of EPA may assess a civil penalty of up to \$37,500 per day for each violation of TSCA that occurred after December 6, 2013 through November 2, 2015, pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and 40 C.F.R. Part 19.

General Factual Allegations

22. At all times relevant to this CAFO, Respondent was a “person” as defined at 40 C.F.R. § 761.3.

23. At all times relevant to this CAFO, Respondent owned and operated a used oil collection and processing facility at 5148 Tractor Road, Toledo, Ohio 43612 (the “Toledo facility”).

24. On or about July 30, 2015, Respondent collected 3,180 gallons of used oil from Camp Perry Development, LLC (Camp Perry) in Port Clinton, Ohio.

25. The 3,180 gallons of used oil from Camp Perry had a PCB concentration of 872,250 ppm PCB.

26. The 3,180 gallons of used oil from Camp Perry was “PCB waste” as that term is defined at 40 C.F.R. § 761.3 (hereinafter described as the “Camp Perry PCB waste”).

27. On or about July 30, 2015, Respondent transported the Camp Perry PCB waste to the Toledo facility via collection truck 507007.

28. By transporting the Camp Perry PCB waste to the Toledo facility, Respondent was a “transporter of PCB waste” as defined at 40 C.F.R. § 761.3.

29. On or about July 30, 2015, Respondent off-loaded the Camp Perry PCB waste into the Toledo facility’s branch tank number 1.

30. By July 30, 2015, Respondent was storing the Camp Perry PCB waste in branch tank number 1.

31. On August 11, 2015, Respondent’s branch tank number 2 contained 18,408 gallons of oil with a PCB concentration of 942 ppm PCB.

32. On August 14, 2015, Respondent’s branch tank number 3 contained 15,530 gallons of oily water with a PCB concentration of 100,000 ppm PCB.

33. On August 17, 2015, Respondent’s branch tank number 1 contained at least 7,255 gallons of oil with a PCB concentration of 33,000 ppm PCB.

34. The material described in paragraphs 31 to 33 was “PCB waste” as that term is defined at 40 C.F.R. § 761.3.

35. By storing the Camp Perry PCB waste in branch tank number 1, and by storing the material described in paragraphs 31 to 33, Respondent was a “commercial storer of PCB waste” under 40 C.F.R. § 761.3 starting on July 30, 2015.

36. On or about August 6, 2015, Respondent shipped 11,500 gallons of PCB waste from branch tank number 1 to Usher Oil in Detroit, Michigan (Usher).

37. On or about August 7, 2015, Respondent shipped 10,000 gallons of PCB waste from branch tank number 3 to Usher.

38. By transporting the PCB waste from the Toledo facility as described in paragraphs 36 and 37, Respondent was a “transporter of PCB waste” as defined at 40 C.F.R.

§ 761.3.

39. Respondent did not prepare a manifest on EPA Form 8700-22 for either shipment described in paragraphs 36 and 37.

Count I – Failure to Notify of PCB Waste Activity

40. The general factual allegations of this CAFO are incorporated by reference as though set forth here in full.

41. Respondent did not notify EPA of its transportation of PCB waste to and from the Toledo facility in July and August 2015. *See* ¶¶ 27, 36, and 37.

42. Respondent did not notify EPA of its commercial storage of PCB waste at the Toledo facility on or before July 30, 2015.

43. Respondent's transportation and commercial storage of PCB waste, without notifying EPA of the PCB waste activities by filing EPA Form 7710-53 prior to engaging in those activities, constitute a failure to notify EPA of PCB waste handling activities in violation of 40 C.F.R. § 761.205(a)(2) and Section 15 of TSCA, 15 U.S.C. § 2614.

Count II – Commercial Storage without a Permit

44. The general factual allegations of this CAFO are incorporated by reference as though set forth here in full.

45. On or about August 17, 2015, Respondent was storing at least 7,255 gallons of PCB waste in the Toledo facility's branch tank number 1.

46. On or about August 11, 2015, Respondent was storing 18,408 gallons of PCB waste in the Toledo facility's branch tank number 2.

47. On August 14, 2015, Respondent was storing 15,530 gallons of PCB waste in the Toledo facility's branch tank number 3.

48. On or about July 30, 2015 and continuing through August 17, 2015, Respondent did not have a PCB commercial storage approval under 40 C.F.R. § 761.65(d).

49. Respondent's commercial storage of 41,193 gallons of PCB waste in the Toledo facility's branch tank numbers 1-3 constitute commercial storage of PCB waste without approval from EPA in violation of 40 C.F.R. § 761.3 and 761.65(d) and Section 15 of TSCA, 15 U.S.C. § 2614.

Counts III and IV – Distribution in Commerce

50. The general factual allegations of this CAFO are incorporated by reference as though set forth here in full.

51. Respondent's August 6, 2015 and August 7, 2015 shipments of PCB waste to Usher constitute two distributions of PCBs in commerce in violation of 40 C.F.R. § 761.20(c) and Section 15 of TSCA, 15 U.S.C. § 2614.

Counts V and VI – Failure to Manifest Shipment of PCB Waste for Commercial Off-Site Disposal

52. The general factual allegations of this CAFO are incorporated by reference as though set forth here in full.

53. Respondent's shipment of PCB waste to Usher from branch tank number 1 on August 6, 2015, and from branch tank 3 on August 7, 2015, without preparing a manifest for each shipment on EPA Form 8700-22, constitute two failures to manifest shipment of PCB waste on EPA Form 8700-22 in violation of 40 C.F.R. § 761.207(a) and Section 15 of TSCA, 15 U.S.C. § 2614.

Civil Penalty

54. Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), requires the Administrator to take into account the nature, circumstances, extent, and gravity of the violations

and, with respect to the violator, ability to pay, effect on ability to continue in business, any history of prior such violations, the degree of culpability, and such other matters as justice may require, when determining the amount of civil penalty for violations of TSCA.

55. Based on an evaluation of the facts alleged in this CAFO, the factors in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), and Respondent's good faith and cooperation in resolving this matter, including steps that Respondent has agreed to take to complete a supplemental environmental project (SEP) costing \$88,594 (described at paragraphs 61 to 79, below), Complainant has determined that an appropriate civil penalty to settle this action is \$23,625.

56. Within 30 days after the effective date of this CAFO, Respondent must pay a \$23,625 civil penalty for the TSCA violations. Respondent must pay the penalty by sending by first class mail a cashier's or certified check, payable to the "Treasurer, United States of America," to:

U.S. EPA
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, Missouri 63197-9000

The check must note "In the Matter of Safety-Kleen Systems, Inc." and the docket number of this CAFO.

57. A transmittal letter stating Respondent's name, complete address, the case title, and the case docket number must accompany the payment. Respondent must send a copy of the transmittal letter to:

Regional Hearing Clerk (E-19J)
U.S. EPA, Region 5
77 West Jackson Blvd.
Chicago, Illinois 60604

Kendall Moore (ECR-17J)
RCRA Compliance Section 2
U.S. EPA, Region 5
77 West Jackson Blvd.
Chicago, Illinois 60604

Robert M. Peachey (C-14J)
Office of Regional Counsel
U.S. EPA, Region 5
77 West Jackson Blvd.
Chicago, Illinois 60604

58. This civil penalty is not deductible for federal tax purposes.

59. If Respondent does not pay the civil penalty timely, EPA may refer the matter to the Attorney General, who will recover such amount by action in the appropriate United States district court under Section 16(a)(4) of TSCA, 15 U.S.C. § 2615(a)(4). The validity, amount, and appropriateness of the civil penalty are not reviewable in a collection action.

60. Pursuant to 31 C.F.R. § 901.9, Respondent must pay the following on any amount overdue under this CAFO. Interest will accrue on any amount overdue from the date payment was due at a rate established by the Secretary of the Treasury. Respondent must pay a \$15 handling charge each month that any portion of the penalty is more than 30 days past due. In addition, Respondent must pay a 6 percent per year penalty on any principal amount 90 days past due.

Supplemental Environmental Project

61. Respondent will provide funding for a SEP designed to protect human health and the environment by conducting fluorescent light ballast (FLB) replacements at a school in the Toledo Public Schools (TPS) school district. This SEP will involve the removal and disposal of FLB fixtures (including capacitors and interior potting material) that may contain PCBs, and their replacement with newer, more energy efficient fixtures, at the school selected by

Respondent.

62. As of the effective date of this CAFO, Respondent has selected Mayfair Pre-School (Mayfair) as the local public school for the SEP.

63. Respondent will select and pay a contractor \$83,594 to complete the SEP. TPS will direct the FLB removal and replacement performed by the contractor selected by Respondent. In addition, Respondent will spend \$5,000 to dispose of all removed FLBs by incineration.

64. The specific details of the SEP, as well as the responsibilities of Respondent, TPS, and the contractor will be set out in a Memorandum of Understanding to be negotiated between Respondent and TPS within thirty (30) days after the effective date of this CAFO. The Memorandum of Understanding must require that the contractor use any funds provided by Respondent solely for removing or replacing FLB fixtures that may contain PCBs within school buildings where children may be present.

65. Respondent has selected Palmer Conservation Consulting (Palmer) as the contractor to assist with implementation of the FLB removal and replacement for TPS.

66. Within 30 days of the date that the SEP is completed, Respondent shall submit a SEP completion report to EPA. This report must contain the following information:

- a. Invoices and completion report prepared by Palmer (including the total number of fluorescent light fixtures replaced, the total pounds of fluorescent light ballasts replaced, a summary of the information contained on the shipping documents for the removed used lamps and fixtures, as well as the price for each new fixture);
- b. Description of any problems executing the SEP by Palmer or TPS and the actions taken to correct the problems;
- c. Respondent must provide documentation from Palmer that any funds received from Respondent were spent in conformity with the SEP as described;

- d. Certification that Respondent has completed the SEPs in compliance with this CAFO.

67. Following receipt of the SEP completion report described in paragraph 66, EPA must notify Respondent in writing that:

- a. Respondent has completed the SEP project and the SEP report;
- b. There are deficiencies in the SEP as completed or in the SEP report, and EPA will give Respondent 30 days to correct the deficiencies; or
- c. Respondent has not satisfactorily completed the SEP and/or the SEP report, and EPA will seek stipulated penalties under paragraph 69.

68. If EPA exercises the options in paragraphs 67.b or 67.c, Respondent may object in writing to the deficiency or determination notice within 10 days of receiving the notice. The parties will have 30 days from EPA's receipt of Respondent's objection to reach an agreement. This 30 day period can be extended by mutual agreement of the parties. If the parties cannot reach an agreement, EPA will give Respondent a written decision on its objection.

69. If Respondent violates any requirement of this CAFO relating to the SEPs, Respondent must pay stipulated penalties to the United States as follows:

- a. Except as provided in paragraph 70 below, if Respondent does not pay \$88,594 to complete the SEPs (as described in paragraph 63) and enter into a Memorandum of Understanding with TPS, Respondent must pay a penalty of \$106,313 (in addition to the civil penalty at paragraph 56);
- b. If Respondent does not submit timely the SEP completion report, Respondent must pay penalties in the following amounts for each day after the report was due until it submits the report:

<u>Penalty per violation per day</u>	<u>Period of violation</u>
\$0	1 st through 14 th day
\$250	15 th through 30 th day
\$500	31 st day and beyond

70. If there are any funds remaining from the original \$88,594 (as described in

paragraph 63) as of the date that Respondent submits the SEP completion report, but EPA determines that Respondent made good faith and timely efforts to provide funding for the SEPs, Respondent must pay the difference between \$88,594 and the amount that Respondent certifies it spent for the SEPs (demonstrated by supporting documentation) to TPS on the condition that TPS use the funding to acquire upgraded drinking fountain equipment with point of use filtering systems as a preventive measure to mitigate the potential for exposure to lead in drinking water. A copy of the check provided to TPS and any related correspondence must be submitted first class mail or electronic mail to Mr. Moore and Mr. Peachey at the addresses listed in paragraph 57.

71. EPA's determinations of whether Respondent completed the SEP satisfactorily and whether Respondent made good faith and timely efforts to complete the SEP will bind Respondent.

72. Respondent must pay any stipulated penalties under paragraph 69 within 30 days of receiving EPA's written demand for the penalties. Respondent will use the method of payment specified in paragraphs 56 and 57 and will pay interest and nonpayment penalties on any overdue amounts.

73. Any public statement, oral or written, in print, film, or other media, made by Respondent making reference to the SEP under this CAFO, from the date of its execution, shall include the following language: "This project was undertaken in connection with the settlement of the enforcement action In the Matter of Safety-Kleen Systems, Inc., taken on behalf of the U.S. Environmental Protection Agency to enforce federal laws."

74. Respondent certifies as follows:

I certify that, as of the date of executing this CAFO, Safety-Kleen Systems, Inc. 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. I further certify that the SEP is not a project that Safety-Kleen Systems, Inc. was planning or intending to perform or implement other than in settlement of the counts resolved in this CAFO, and that Safety-Kleen Systems, Inc. has not received and will not receive credit for the SEP in any other enforcement action.

I certify that Safety-Kleen Systems, Inc. will not receive reimbursement for any portion of the SEP from another person or entity. I also certify that Safety-Kleen Systems, Inc. is not a party to any open federal financial assistance transaction that is funding or could be used to fund the same activity as the SEP. I further certify that, to the best of my knowledge and belief after reasonable inquiry, there is no such open federal financial transaction that is funding or could be used to fund the same activity as the SEP, nor has the same activity been described in an unsuccessful federal financial assistance transaction proposal submitted to EPA within two years of the date that I am signing this CAFO (unless the project was barred from funding as statutorily ineligible). For purposes of this certification, the term "open federal financial assistance transaction" refers to a grant, cooperative agreement, loan, federally-guaranteed loan guarantee or other mechanism for providing federal financial assistance whose performance period has not expired.

75. For federal income tax purposes, Respondent will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEPs.

76. Respondent shall submit all notices and reports pursuant to the SEP by first class mail or electronic mail to Mr. Moore and Mr. Peachey at the addresses listed in paragraph 57.

77. In each report that Respondent submits as provided by the SEP, Respondent must certify that the report is true and complete by including the following statement signed by one of its officers:

I certify that I am familiar with the information in this document and that, based on my inquiry of those individuals responsible for obtaining the information, it is true and complete to the best of my knowledge. I know that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

78. If an event occurs which causes or may cause a delay in completing the SEP as required by this CAFO:

- a. Respondent must notify EPA in writing within 10 days after learning of an event which caused or may cause a delay in completing the SEP. The notice must describe the anticipated length of the delay, its cause(s), Respondent's past and proposed actions to prevent or minimize the delay and a schedule to carry out those actions. Respondent must take all reasonable actions to avoid or minimize any delay. If Respondent fails to notify EPA according to this paragraph, Respondent will not receive an extension of time to complete the SEP;
- b. If the parties agree that circumstances beyond the control of Respondent caused or may cause a delay in completing the SEP, the parties will stipulate to an extension of time no longer than the period of delay.
- c. If EPA does not agree that circumstances beyond the control of Respondent caused or may cause a delay in completing the SEP, EPA will notify Respondent in writing of its decision, and any delays in completing the SEP will not be excused.
- d. Respondent has the burden of proving that circumstances beyond its control caused or may cause a delay in completing the SEP. Increased costs for completing the SEP will not be a basis for an extension of time under subparagraph b, above. Delay in achieving an interim step will not necessarily justify or excuse delay in achieving subsequent steps.

79. Any requirement of the SEPs may be modified in writing by mutual agreement of the parties.

General Provisions

80. Pursuant to 40 C.F.R. § 22.5, the parties consent to service of this CAFO by e-mail at the following valid e-mail addresses: peachey.robert@epa.gov (for Complainant), and fitzpatrick.timmery@cleanharbors.com (for Respondent). The parties waive their right to service by the methods specified in 40 C.F.R. § 22.6.

81. As provided under 40 C.F.R. § 22.18(c), full payment of the penalty as described in paragraphs 56 and 57, and full compliance with this CAFO, shall only resolve Respondent's liability for federal civil penalties under Section 16(a) of TSCA, 15 U.S.C. § 2615(a), for the violations alleged in the CAFO.

82. This CAFO does not affect the rights of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law.

83. This CAFO does not affect Respondent's responsibility to comply with TSCA and other applicable federal, state, and local laws or permits.

84. Compliance with this CAFO shall not be a defense to any action subsequently commenced pursuant to federal laws and regulations administered by the EPA.

85. The terms of this CAFO bind Respondent, its successors, and assigns.

86. Respondent certifies that it is now in compliance with TSCA and its implementing regulations.

87. This CAFO is a "final order" for purposes of 40 C.F.R. § 22.31.

88. This CAFO shall be binding upon Respondent and Respondent's officers, directors, agents, servants, employees, and successors or assigns.

89. If Respondent fails to comply with this CAFO, Respondent waives any rights it may possess in law or equity to challenge the authority of EPA to bring a civil action in the appropriate United States District Court to compel compliance with this CAFO and/or seek an additional penalty for non-compliance with the CAFO.

90. Each party shall bear its own costs and attorney's fees in connection with this CAFO.

91. Each person signing this CAFO certifies that he or she has the authority to sign for the party whom he or she represents and to bind that party to its terms.

92. This CAFO shall become effective on the date it is filed with the Regional Hearing Clerk, Region 5.

93. Any and all obligations of Respondent under the CAFO terminate upon

Respondent's payment of the civil penalty (as described in paragraphs 56 and 57) and satisfactory and timely completion of the SEP (as described in paragraphs 61 to 79).

Consent Agreement and Final Order
In the Matter of: Safety-Kleen Systems, Inc.
Docket No. TSCA-05-2019-0016

Safety-Kleen Systems, Inc., Respondent

9/24/19
Date

William F Connors
William Connors
Senior Vice President
Safety-Kleen Systems, Inc.

United States Environmental Protection Agency, Complainant

9-27-19
Date

Sara Bruneman
Michael D. Harris
Acting Director
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 5

Consent Agreement and Final Order
In the Matter of: Safety-Kleen Systems, Inc.
Docket No. TSCA-05-2019-0016

Final Order

This Consent Agreement and Final Order, as agreed to by the parties, shall become effective immediately upon filing with the Regional Hearing Clerk. This Final Order concludes this proceeding pursuant to 40 C.F.R. § 22.18 and 22.31. IT IS SO ORDERED.

9/27/19
Date

Ann L. Coyle
Ann L. Coyle
Regional Judicial Officer
U.S. Environmental Protection Agency
Region 5

Consent Agreement and Final Order
In the Matter of: Safety-Kleen Systems, Inc.
Docket No. TSCA-05-2019-0016

CERTIFICATE OF SERVICE

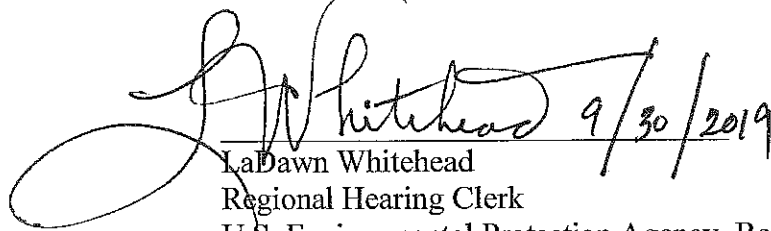
I certify that I served a true and correct copy of the foregoing Consent Agreement and Final Order, docket number TSCA-05-2019-0016, which was filed on September 30, 2019, in the following manner to the addresses:

Copy by email to Respondent: Timmery Fitzpatrick
fitzpatrick.timmery@cleanharbors.com

Copy by email to attorney for Complainant: Robert M. Peachey
peachey.robert@epa.gov

Copy by email to enforcement officer, U.S. EPA, Region 5: Kendall Moore
moore.kendall@epa.gov

Copy by email to Regional Judicial Officer, U.S. EPA, Region 5: Ann Coyle
coyle.ann@epa.gov


LaDawn Whitehead
Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 5