

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2

Filed March 24, 2021 @ 8:36 am
USEPA – Region II
Regional Hearing Clerk

In the Matter of

P.T.I. Associates, LLC,

Respondent.

Proceeding under the Toxic Substances
Control Act, as amended.

CONSENT AGREEMENT

AND FINAL ORDER

Docket No. TSCA-02-2021-9102

PRELIMINARY STATEMENT

This administrative proceeding for the assessment of a civil penalty is instituted pursuant to Section 16(a) of the Toxic Substances Control Act, 15 U.S.C. § 2615(a)), as amended ("TSCA" or "the Act"), and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation, Termination or Suspension of Permits ("CROP"), set out at 40 Code of Federal Regulations ("C.F.R.") Part 22. Pursuant to 40 C.F.R. § 22.13(b) of the CROP, where the parties agree to settlement of one or more causes of action before the filing of an administrative complaint, a proceeding may be simultaneously commenced and concluded by the issuance of a consent agreement and final order ("CAFO") pursuant to 40 C.F.R. §§ 22.18(b)(2) and (3).

Section 16(a) of TSCA, 15 U.S.C. § 2615(a), authorizes the Administrator of the United States Environmental Protection Agency (EPA) to enforce against persons who violate TSCA and its implementing regulations. That provision provides, in relevant part, that "[a]ny person who violates a provision of section 2614... of this title [Section 15 of TSCA, 15 U.S.C. § 2614] shall be liable to the United States for a civil penalty... ." P.T.I. Associates, LLC (hereinafter "P.T.I." or "Respondent") violated Section 15 of TSCA, 15 U.S.C. § 2614, and LLC the federal regulations entitled, "Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions" (the "PCB Regulations"), 40 C.F.R. Part 761. Complainant in this proceeding, the Director of the Enforcement and Compliance Assurance Division ("Complainant") of EPA, Region 2, has been delegated the authority to prosecute this proceeding.

The Complainant and Respondent hereby agree that settling this matter by entering into this CAFO, pursuant to 40 C.F.R. §§ 22.18(b)(2) and 22.18(b)(3) of the CROP, is an appropriate means of resolving this matter without litigation. No findings of fact or conclusions of law have been made in or by an administrative or judicial tribunal.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Respondent is P.T.I., a New Jersey corporation.
2. Respondent is a limited liability corporation (“LLC”) formed under the laws of the State of New Jersey.
3. Respondent’s mailing address is P.O. Box 402, Saddle Brook, N.J. 07663.
4. Respondent is a “person” within the meaning of 40 C.F.R. § 761.3 and is subject to TSCA and the regulations promulgated thereunder.
5. Respondent owns the property located at Block 707, Lot 35 and Block 405, Lot 3, Saddle Brook, New Jersey (hereinafter “the Facility”).
6. Until approximately 2004, Respondent leased all or part of the Facility, along with machinery and equipment, to the Amloid Corporation (“Amloid”), an affiliate of Respondent.
7. Amloid’s operations at the Facility involved the production of plastic toys, including plastic injection molding, and the assembly, packaging and shipping of finished products.

History of Remediation Activities at the Facility

8. In 2003, Respondent initiated an environmental assessment which revealed the presence of PCBs in the soil at the Facility in concentrations above the New Jersey Soil Remediation Standard of 0.2 parts per million.
9. An Industrial Site Recovery Act (“ISRA”) assessment was conducted due to the cessation of operations at the Facility in 2004.
10. Additional testing for PCBs was performed after 2004 for 12 select areas of concern (hereinafter “AOCs”) located within a portion of the Facility.
11. The AOC associated with the former machine shop and compressor vent discharge area was designated “AOC12.”
12. In 2005, P.T.I. hired EcolSciences to conduct delineation sampling, remove a portion of the interior concrete floor, and conduct soil remediation (soil excavation) in AOC12.

Eikon’s remediation activities at the Facility

13. In 2012, P.T.I. hired Eikon Planning & Design Corp., LLC (“Eikon”) to conduct additional excavation in AOC12.
14. Forty C.F.R. § 761.50(b)(3) requires that disposal of PCB remediation waste must comply with 40 C.F.R. § 761.61.
15. Forty C.F.R. § 761.61 allows for on-site disposal of PCB remediation waste when conducted under the self-implementing cleanup provisions at 40 C.F.R. § 761.61(a) or, alternatively, at levels and under conditions to be determined when authorized under a risk-based approval issued pursuant to 40 C.F.R. § 761.61(c).
16. The PCB-contaminated soil in AOC12 constituted, and continues to be, PCB remediation waste as that term is defined at 40 C.F.R. § 761.3.
17. Neither Eikon nor P.T.I. notified EPA of an intention to dispose of PCB remediation waste onsite.
18. Neither Eikon nor P.T.I. notified EPA of an intention to execute a self-implementing on-site cleanup and disposal prior to the commencement of the cleanup, as required by 40 C.F.R. § 761.61(a)(3). Nor did either party apply for a risk-based disposal approval, pursuant to 40 C.F.R. § 761.61(c), in order to dispose of PCB remediation waste on-site in a manner other than prescribed in 40 C.F.R. § 761.61(a).
19. Nonetheless, in 2015, PCB remediation waste was left onsite in AOC12 and, according to the 2015 deed notice, a 4- to 6-inch thick monolithic concrete floor was installed over it as a cap.
20. After the cap was installed, Eikon submitted a Remedial Investigation Report/Remedial Action Report/Remedial Action Workplan (Workplan”) to EPA.
21. EPA rejected the Workplan *inter alia* because it was untimely submitted.
22. The onsite disposal of PCB remediation waste in AOC12 constitutes improper disposal of PCBs in violation of 40 C.F.R. § 761.50(b)(3). Until authorized or removed, this waste remains in a state of unauthorized disposal.

P.T.I.’s Unauthorized Disposal of PCB at the Facility

23. At all times relevant to this administrative proceeding, Respondent was a “generator” of “PCB waste” as those terms are defined at 40 C.F.R. § 761.3.
24. P.T.I. is subject to the regulations and requirements pertaining to the disposal of PCBs and PCB Items promulgated pursuant to Section 6(e) of TSCA, 15 U.S.C. § 2605(e), and set forth at 40 C.F.R. Part 761.

25. Section 15(1) of TSCA, 15 U.S.C. § 2614(1), makes it unlawful for any person to fail to comply with any rule promulgated under Section 6 of TSCA, 15 U.S.C. § 2605.
26. P.T.I., as owner of the Facility, improperly disposed of bulk PCB remediation waste on-site in AOC12.
27. P.T.I.'s on-site disposal of PCB remediation waste at the Facility is an improper disposal of PCBs pursuant to 40 C.F.R. § 761.50(b)(3).
28. P.T.I.'s improper disposal of bulk PCB remediation waste constitutes a failure to comply with 40 C.F.R. §§ 761.50 and 761.61 which is a violation of Section 15(1)(C) of TSCA, 15 U.S.C. § 2614(1)(C), for which a penalty may be assessed.
29. On or about March 25-27, 2018, Respondent submitted to EPA documentation of its gross annual income and other financial information.
30. On or about June 28, 2019, Eikon, acting on behalf of Respondent, submitted to EPA a Self-Implementing Cleanup and Disposal Plan ("SICDP") for the Facility. On July 21, 2020, EPA approved the SICDP (incorporated herein and attached as Appendix 1).

CONSENT AGREEMENT

Based upon the foregoing, and pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a), and 40 C.F.R. § 22.18, it is hereby agreed by and between Complainant and Respondent, and voluntarily accepted by Respondent, that, for purposes of this Consent Agreement and in the interest of settling this matter expeditiously without the time, expense or uncertainty of a formal adjudicatory hearing on the merits, Respondent: (a) admits EPA, Region 2, has jurisdiction under TSCA to prosecute this proceeding; and (b) neither admits nor denies the "Findings of Fact and Conclusions of Law" as set forth in this document.

Pursuant to 40 C.F.R. § 22.31(b), the executed Consent Agreement and accompanying Final Order shall become effective and binding when filed with the Regional Hearing Clerk of the Agency, Region 2 (such date henceforth referred to as the "effective date"). It is further hereby agreed by and between Complainant and Respondent, and voluntarily accepted by Respondent, that there shall be compliance with the following terms and conditions:

1. If Respondent remains owner of the Facility 6 months after the Effective date, Respondent shall commence the remediation described in the July 21, 2020 SICDP for this site. Respondent shall also:
 - a. Within 15 days of starting the cleanup and capping/engineering control work, notify EPA, in writing, as to when the cleanup and capping/engineering work commenced.

- b. Complete all cleanup and capping/engineering control activities described in the SICDP within 18 months from the commencement of work.
 - c. Within thirty (30) days of completion of cleanup and capping/engineering control activities set forth in the SICDP, submit a Final Report, as described in paragraph 13, below.
 2. Respondent shall not sell or lease any portion of the Site (or the Site in its entirety) unless Respondent notifies EPA Region 2, in writing, no less than ten (10) calendar days prior to such sale or lease. This notification shall include the name, address and telephone number of the proposed new owner(s) or lessee(s). In the event that Respondent sells or leases any portion of the Site (or the Site in its entirety), it shall continue to be bound by all the terms and conditions of the SICDP, and be responsible to ensure the timely and satisfactory completion of all work required thereunder, unless and until the following three conditions occur:
 - a. the new owner or lessee requests, in writing, that EPA Region 2 reissue the SICDP to the new owner or lessee, transferring all responsibility to comply with the terms and conditions of the SICDP to the new owner or lessee, and the new owner or lessee indicates that it intends to comply with the requirements of the SICDP or advises EPA of its intention to submit a new notification in accordance with 40 C.F.R. § 761(a);
 - b. EPA Region 2 reissues the SICDP to the new owner or lessee, transferring all responsibility to comply with the terms and conditions of the SICDP to the new owner or lessee or issues a new SICDP to the new owner in response to its new submission; and,
 - c. the new owner or lessee provides written notification to EPA Region 2 of its acceptance of and intention to comply with the terms and conditions of the reissued or new SICDP.
 3. Respondent shall maintain compliance with all applicable statutory provisions of TSCA, as amended, 15 U.S.C. § 2615 *et seq.*, and the implementing regulations at 40 C.F.R. Part 761.
 4. Respondent shall pay a civil penalty to EPA in the amount of **Twenty-Seven Thousand Dollars (\$27,000)**. The civil penalty shall be paid in two installments within six months of the effective date of the Consent Agreement in the manner described in paragraphs 5 and 6, below.
 5. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, EPA is entitled to assess interest, administrative costs and late payment penalties on outstanding debts owed to the United States, including the United States Environmental Protection Agency, and a charge to cover costs of processing and handling delinquent claims. Forty C.F.R. § 13.11(a)(1)

provides for assessing the annual rate of interest that is equal to the rate of the current value of funds to the United States Treasury (i.e., the Treasury tax and loan account rate) on installment payments. The Treasury current value of fund rate is one percent (1%) per annum for calendar year 2019. With applicable interest at the rate of one percent (1%) per annum on the outstanding principal balance, Respondent shall make *total payments plus interest* to equal **Twenty-Seven Thousand and Ninety Dollars and Forty-One Cents (\$27,090.41)**, as follows:

- a. The first installment of **FIVE THOUSAND DOLLARS (\$5,000)**, consisting of a principal payment of **\$5,000** and an interest payment of **\$0.00** must be paid on or before 60 days from the effective date; and
 - b. The second installment of **TWENTY-TWO THOUSAND NINETY DOLLARS AND FORTY-ONE CENTS (\$22,090.41)**, consisting of a principal payment of **\$22,000** and an interest payment of **\$90.41**, must be paid on or before 180 calendar days from the effective date.
6. The payments, in accordance with the terms and schedule of this Consent Agreement, shall be made by cashier's check, certified check, electronically via Fedwire, or on-line. Each payment shall be in accordance with the instructions set forth in this paragraph. If Respondent makes payments by cashier's check or certified check, then each such check shall be *received* at the below-listed address on or before the date specified. If Respondent makes payments electronically, then each such Fedwire payment shall be *received* on or before the date specified.
- a. If Respondent chooses to make payments by cashier's check or by certified check, each such check shall be made payable to the "**Treasurer, United States of America**" and shall be identified with a notation thereon listing the following: *In the Matter of P.T.I. Associates, LLC, TSCA-02-2021-9102*. If payments are made by either form of check, such payment shall be mailed to the following address:

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

- b. Alternatively, if Respondent chooses to make payments by Fedwire, Respondent shall then provide the following information to its remitter bank when each such payment is being made in accordance with this paragraph:
- i. Amount of Payment;
 - ii. SWIFT address: **FRNYUS33, 33 Liberty Street, New York, New York 10045;**
 - iii. Account Code for Federal Reserve Bank of New York receiving payment: **68010727;**
 - iv. Federal Reserve Bank of New York ABA routing number: **021030004;**
 - v. Field Tag 4200 of the Fedwire message should read: **D 68010727 Environmental Protection Agency;**
 - vi. Name of Respondent: **In the Matter of P.T.I. Associates, LLC;** and
 - vii. Case docket number: **TSCA-02-2021-9102.**
- c. If Respondent chooses to make on-line payments, Respondent shall go to www.pay.gov and enter SFO 1.1 in the search field on the tool bar on the Home Page; select Continue under “EPA Miscellaneous Payments – Cincinnati Finance Center;” and open the form and complete the required fields. Once payment has been effected, Respondent shall email proof of payment to yu.jeannie@epa.gov and wise.milton@epa.gov with *In the Matter of P.T.I. Associates, LLC, TSCA-02-2021-9102 as the subject line* .
7. Failure to pay the full amount of the penalty, according to the above provisions, will result in the referral of this matter to the United States Department of Justice and/or the United States Department of Treasury for collection and/or other appropriate action.
8. If Respondent fails to make timely payment of any one of the required installments in accordance with the schedule set forth in paragraph 5 of this section, above, the entire unpaid balance of the penalty and all accrued interest shall become due immediately upon such failure, and Respondent shall immediately pay the entire remaining principal balance of the civil penalty along with any interest that has accrued up to the time of such payment. In addition, Respondent shall be liable for, and shall pay, the following handling charges and late penalty charges in the event of any such failure or default and shall remit such payment in accordance with the payment instructions in paragraph 6 of this section, above.
- a. Handling Charges: Pursuant to 31 U.S.C. Section 3717(e)(1), a monthly handling charge of fifteen dollars (\$15.00) shall be assessed for each thirty (30) day calendar day period or any portion thereof, following the date the payment was to have been made, in which payment of the amount remains in arrears.

- b. Late Payment Penalty Charge: A late penalty of six percent (6%) per year will be assessed monthly on any portion of the civil penalty that remains delinquent more than ninety (90) calendar days, 40 C.F.R. § 13.11(c). The late payment penalty on any portion of the civil penalty that remains delinquent more than ninety days shall accrue from the first day payment is delinquent. 31 C.F.R. § 901.9(d).
9. Respondent may, at any time after commencement of payment under the installment schedule, elect to pay the entire principal balance, together with accrued interest to the date of such full payment.
10. The civil penalty provided for in this section (including any payment(s) for interest or late payment handling charge that have become due) constitutes a penalty within the meaning of 26 U.S.C. § 162(f) and does not constitute a deductible expenditure for purposes of federal or state law.
11. Respondent certifies that the information and documentation it submitted to EPA on or about March 25-27, 2018 regarding its finances and gross annual income is accurate, complete, not misleading and not materially different from Respondent's current finances. EPA has relied on the accuracy of the financial information and documentation submitted by Respondent during the negotiation of the settlement.
12. Respondent further certifies that it has requested of EPA that payment of the \$27,000 civil penalty be in installments because of the financial condition of Respondent, *viz.* a one-time payment of said amount would constitute a hardship for Respondent because of its cash flow and the overall financial circumstances of Respondent at the time of execution of the consent agreement.
13. Within thirty (30) days after Respondent has completed all cleanup and capping/engineering activities set forth in the SICDP, Respondent shall submit a Final Report to Charles Harewood in EPA's Land, Chemicals and Redevelopment Division, with a copy to Ann Finnegan at the addresses identified in paragraph 24 of this section, below. The Final Report shall provide the following information:
 - a. a review, in detail, of all cleanup and capping/engineering activities taken to implement the Approved SICD Plan; and
 - b. all supporting documentation related to and/or generated by conducting the cleanup and capping/engineering activities set forth in the SICDP, including, if applicable: manifests, certificates of disposal; verification sampling data; and copy of the deed notice.

14. In the Final Report submitted to EPA pursuant to this CAFO, Respondent shall, by its officers, sign and certify under penalty of law that the information contained in such report is true, accurate and not misleading by signing the following statement.

“I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate and complete. I am aware that there are significant potential penalties for knowingly submitting materially false information, including the possibility of fines and imprisonment.”

15. All documents submitted to EPA shall be in a form mutually agreeable to both parties (*e.g.* by electronic mail (“e-mail”) in Microsoft Word or Portable Document Format [.pdf] format).
16. Respondent agrees that failure to complete all cleanup and capping/engineering activities set forth in the SICDP and to submit a final report required by this Consent Agreement in a timely manner (except as provided for in paragraphs 17 and 18 below of this Consent Agreement) shall constitute a violation of this CAFO and stipulated penalties shall be due and payable by Respondent to EPA in accordance with paragraph 20 of this section, below.
17. Delays:
 - a. If any unforeseen event occurs which causes or may cause delays in the implementation of the cleanup and capping/engineering activities set forth in the SICDP or the submission of a report as required herein, Respondent shall follow the procedures outlined in 40 C.F.R. § 761.61(a)(3) to request a modification of the SICDP.
 - b. In addition to following the regulatory procedures to modify the schedule, Respondent shall also notify EPA staff identified in paragraph 24 of this Consent Agreement below in writing within (14) days of the delay or Respondent's knowledge of the anticipated delay, whichever is earlier. The notice shall describe in detail the anticipated length of delay, the precise cause of delay, the measures taken by Respondent to prevent or minimize delay, and any proposed adjustments to the timetable for the implementation of the cleanup and capping/engineering or the submission of a required report caused by the delay. Respondent shall adopt all reasonable measures to avoid or minimize any such delay. Failure by Respondent to comply with the notice requirements of this paragraph may constitute a waiver of Respondent's right to request an extension of its obligation under this Consent Agreement based on such incident.

- c. If EPA approves the modification requested for the SICDP submitted in compliance with 40 C.F.R. § 761.61(a)(3), the time for performance hereunder will be extended for a period no longer than the approved revised schedule.
- d. If EPA does not approve of the request for a revised schedule for the SICDP, EPA will notify Respondent in writing of its decision and any delays in implementation of the cleanup and capping/engineering or the submission of a report shall not be excused.

18. Force Majeure:

- a. "Force Majeure," for purposes of this CAFO, is defined as any event arising from causes beyond the control of Respondent, of any entity controlled by Respondent, or of Respondent's contractors, that delays or prevents the performance of any obligation pursuant to the SICDP despite Respondent's best efforts to fulfill the obligation. The requirement that Respondent exercise "best efforts to fulfill the obligation" includes using best efforts to address the effects of any such event (a) as it is occurring and (b) after it has occurred to prevent or minimize any resulting delay to the greatest extent possible. "Force Majeure" does not include a) Respondent's financial inability to perform any obligation under the Approval or, b) the failure of any lessee, sub lessee, or assignee under a lease or sublease, any entity controlled by the lessee, sublessee, or assignee, or the lessee, sublessee, or assignee's contractors, to perform the obligations required under the Approved SICDP Plan.
- b. If any event occurs or has occurred that may delay the performance of any obligation pursuant to the SICDP, whether or not caused by a force majeure event, Respondent shall provide notice to the United States and EPA by electronic or facsimile transmission within 72 hours of when Respondent first knew that the event might cause a delay. Within seven (7) Days thereafter, Respondent shall provide in writing to EPA an explanation and description of the reasons for the delay; the anticipated duration of the delay; all actions taken or to be taken to prevent or minimize the delay; a schedule for implementation of any measures to be taken to prevent or mitigate the delay or the effect of the delay; Respondent's rationale for attributing such delay to a force majeure event if it intends to assert such a claim; and a statement as to whether, in the opinion of Respondent, such event may cause or contribute to an endangerment to public health, welfare or the environment. Respondent shall include with any notice all available documentation supporting the claim that the delay was attributable to a force majeure.
- c. Failure to comply with the above requirements shall preclude Respondent from asserting any claim of force majeure for that event for the period of time of such failure to comply, and for any additional delay caused by such failure.

- d. If EPA agrees that the delay or anticipated delay is attributable to a force majeure event, the time for performance of the obligations pursuant to the SICDP that are affected by the force majeure event will be extended by EPA for such time as is necessary to complete those obligations. Respondent shall not be liable for stipulated penalties for any such period of delay. An extension of the time for performance of the obligations affected by the force majeure event shall not, of itself, extend the time for performance of any other obligation. EPA will notify Respondent in writing of the length of the extension, if any, for performance of the obligations affected by the force majeure event.
 - e. If EPA does not agree that the delay or anticipated delay has been or will be caused by a force majeure event, EPA will notify Respondent in writing of its decision.
19. If Respondent remains the owner of the Facility, it shall be subject to a stipulated penalty, starting 181 days from Effective date, of \$300 for every day in which it fails commence the work described in paragraph 1 of this consent agreement.
20. If EPA determines that Respondent is liable to EPA for a stipulated penalty, such liability shall commence on the first day of noncompliance and continue through the final date of completion of the activity for which compliance is achieved. Simultaneous penalties shall accrue for separate violations of the Consent Agreement. Stipulated penalties shall accrue per day per violation for the time periods set forth below, and noncompliance with the following types of matters:
- a. failure to conduct all cleanup and capping/engineering activities set forth in the SICDP;
 - b. failure to submit in a timely manner the Final Report or failure to include the required information in the Final Report pursuant to paragraph 13 of this section, above; and
 - c. failure to include the certification pursuant to paragraph 14 of this section, above.

STIPULATED PENALTY AMOUNTS

<u>Period of Failure to Comply</u>	<u>Penalty Per Violation Per Day</u>
1 to 20 th day	\$500
21 st to 60 th	\$1000
Each day in excess of 60 days	\$1500

21. Unless Respondent provides EPA with a writing pursuant to paragraph 22, below, all stipulated penalties are due and payable within forty-five (45) calendar days of the Respondent's receipt from EPA of a written demand for payment of the penalties. Respondent agrees that such demand may be mailed to Respondent at the address in paragraph 24, below. All stipulated penalty payments shall be made in accordance with payment instructions in paragraph 6 of this section, above. Penalties shall accrue as provided above regardless of whether EPA has notified Respondent of the violation or made a demand for payment but need only be paid upon demand.
22. After receipt of a demand from EPA for stipulated penalties pursuant to the preceding paragraph, Respondent shall have thirty (30) calendar days in which to provide EPA with a written explanation of why Respondent believes that a stipulated penalty is not appropriate for the cited violation(s) of this Consent Agreement (including any technical, financial or other information that Respondent deems relevant).
23. The Director of the Enforcement and Compliance Assurance Division, Region 2 may, in his/her sole discretion (or in the sole discretion of someone delegated to act on his/her behalf), may reduce or eliminate any stipulated penalty set forth in this CAFO that is otherwise due provided Respondent has in writing demonstrated to EPA, Region 2' s satisfaction good cause for such action by EPA. If, after review of Respondent's written submission seeking a reduction or elimination of stipulated penalties, the Director (or her delegate) determines that Respondent failed to comply with the provisions of this CAFO, and the Director (or her delegate) does not eliminate the stipulated penalties demanded by EPA, the Director (or her delegate) will notify Respondent, in writing, that either the full stipulated penalty or a reduced stipulated penalty must be paid. Respondent shall then pay the stipulated penalty amount indicated in EPA's notice within twenty (20) calendar days of receipt of such written notice from EPA.
24. Except as the parties may agree otherwise in writing, all responses, documentation, information and communication submitted in connection with this Consent Agreement shall be sent both by email and in hardcopy to the following.

Ann Finnegan
TSCA Enforcement Coordinator
Pesticides & Toxic Substances Compliance Branch
U.S. Environmental Protection Agency – Region 2
2890 Woodbridge Avenue – MS 225
Edison, New Jersey 08837
Finnegan.Ann@epa.gov

And

Jeannie M. Yu, Esquire
Assistant Regional Counsel
Office of Regional Counsel
U.S. Environmental Protection Agency – Region 2
290 Broadway, 16th Floor
New York, New York 10007-1866
Yu.jeannie@epa.gov

Any responses, documentation, and communication submitted to EPA regarding the SICDP shall be sent by both email and in hardcopy to the following.

Charles Harewood
Environmental Engineer
Land, Chemicals and Redevelopment Division
290 Broadway, 25th Floor
New York, New York 10007-1866
Harewood.charles@epa.gov

Unless the above-named EPA contacts are later advised otherwise by email and in hardcopy, EPA shall address any written future correspondence (including any correspondence related to payment of the penalty) to the Respondent at the following address.

Albert I. Telsey
Attorney at Law
Meyner and Landis LLP
One Gateway Center
Suite 2500
Newark, New Jersey 07102
Atelsey@Meyner.com

25. Respondent has read this Consent Agreement, understands its terms, and consents to the issuance of the Final Order accompanying this Consent Agreement and consents to making full payment of the civil penalty in accordance with the terms and conditions set forth above.
26. Nothing in this document is intended nor shall be construed to waive, prejudice or otherwise affect the right of EPA, or the United States, from pursuing any appropriate remedy, sanction or penalty prescribed by law against Respondent, if Respondent makes any material misrepresentations or provides materially false information herein or in any document submitted pursuant to this Consent Agreement.

27. Respondent agrees that all terms of settlement are set forth herein. This Consent Agreement is being voluntarily and knowingly entered into by the parties to resolve (conditional upon full payment of the civil penalties, including stipulated penalties, herein) the civil and administrative claims described in paragraphs 23 – 28 of the Findings of Fact and Conclusions of Law set forth above. Full payment of this penalty 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.
28. Respondent hereby waives any right it may have to seek or to obtain any hearing pursuant to Subpart D of 40 C.F.R. Part 22 or other judicial proceeding on this Consent Agreement or on the Findings of Fact and Conclusions of Law herein or on the accompanying Final Order.
29. Respondent agrees not to contest the validity or any term of this Consent Agreement and Final Order in any action brought by the United States, including EPA: a) to enforce this Consent Agreement or Final Order or b) to enforce a judgment relating to this Consent Agreement and Final Order. Any failure by Respondent to perform fully any requirement herein will be considered a violation of this Consent Agreement and Final Order and may subject Respondent to a civil judicial action by the United States to enforce the provisions of this Consent Agreement and Final Order.
30. Respondent waives any rights it may have to appeal this Consent Agreement and the accompanying Final Order.
31. This Consent Agreement and Final Order does not waive, extinguish, or otherwise affect Respondent's obligation to comply with all applicable federal, state, or local laws, rules, or regulations, nor shall it be construed to be a ruling on, or a determination of, any issue related to any federal, state, or local permit.
32. The signatory for Respondent certifies that he or she is duly and fully authorized to enter into this Consent Agreement and all the terms and conditions set forth in this Consent Agreement.
33. Each party hereto agrees to bear its own costs and fees in this matter.
34. Complainant shall email to Respondent (to the representative designated in Paragraph 24 of this Consent Agreement, *infra*) a copy of the fully executed CAFO. Respondent consents to service upon it of a copy of this Consent Agreement and Final Order by email and consents to service upon it by an employee of EPA other than the Regional Hearing Clerk.

In the Matter of P.T.I. Associates, LLC
Docket No. TSCA-02-2021-9102

P.T.I. Associates, LLC

RESPONDENT:

BY: Anthony Barbaccia

NAME: Anthony Barbaccia
(PLEASE PRINT)

TITLE: Managing Member

DATE: 3-19-21

In the Matter of P.T.I. Associates, LLC
Docket No. TSCA-02-2021-9102

COMPLAINANT: _____

For Dore LaPosta, Director
Enforcement and Compliance
Assurance Division
U.S. Environmental Protection Agency
Region 2
290 Broadway
New York, NY 10007

DATE: _____

In the Matter of P.T.I. Associates, LLC
Docket No. TSCA-02-2021-9102

FINAL ORDER

The Regional Administrator of EPA, Region 2, concurs in the foregoing Consent Agreement bearing Docket No. TSCA-02-2021-9102. Said Consent Agreement having been duly accepted and entered into by the parties, is hereby ratified, incorporated by reference herein, and issued pursuant to 40 C.F.R. § 22.18(b)(3), as an Order, effective immediately upon filing with the Regional Hearing Clerk of EPA, Region 2.

Walter Mugdan
Acting Regional Administrator
U.S. Environmental Protection Agency - Region 2
290 Broadway
New York, New York 10007-1866

DATE: _____, 2021

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CERTIFICATE OF SERVICE

I certify that I have this day caused to be sent the foregoing fully executed Consent Agreement and Final Order, bearing docket number TSCA-02-2021-9102, in the following manner to the respective addressees listed below:

By email to:

Office of the Regional Hearing Clerk
U.S. Environmental Protection
Agency, Region 2
290 Broadway, 16th Floor
New York, NY 10007-1866

Copy by email:

Albert I. Telsey
Attorney at Law
Meyner and Landis LLP
One Gateway Center
Suite 2500
Newark, New Jersey 07102
Atelsey@Meyner.com

Dated: _____, 2021

New York, NY
