

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4

FILED

Sep 29, 2025

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U.S. EPA REGION 4
HEARING CLERK

In the Matter of:

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.;
CLEAN HARBORS REIDSVILLE, LLC;
CLEAN HARBORS LA PORTE, LLC; and
CLEAN HARBORS DEER PARK, L.P.

Docket No. **TSCA-04-2025-6202(b)**

EPA ID No.: NCD000648451
MAD039322250
TXD982290140
TXD055141378

CONSENT AGREEMENT

I. NATURE OF ACTION

1. This is an administrative penalty assessment proceeding brought under Section 16(a) of the Toxic Substances Control Act (TSCA or the Act), 15 U.S.C. § 2615(a), 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*, 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 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 16(a) of TSCA, 15 U.S.C. § 2615(a).
5. Respondents are Clean Harbors Environmental Services, Inc.; Clean Harbors Reidsville, LLC; Clean Harbors La Porte, LLC; and Clean Harbors Deer Park, L.P., operating at the following locations:
 - a. Clean Harbors Environmental Services, Inc., located at 42 Longwater Drive, Norwell, Massachusetts (MAD039322250), operating as a hazardous waste transporter (Clean

- Harbors Transporter);
- b. Clean Harbors Reidsville, LLC (CHR), located at 208 Watlington Industrial Drive, Reidsville, North Carolina (NCD000648451), operating under an EPA-issued PCB Approval as a PCB storage facility pursuant to 40 C.F.R. § 761.65 (the Reidsville Facility);
 - c. Clean Harbors La Porte, LLC (CHLP), located at 500 Independence Parkway South, La Porte, Texas (TXD982290140), operating under an EPA-issued PCB Approval as a PCB storage facility pursuant to 40 C.F.R. § 761.65 (the La Porte Facility); and
 - d. Clean Harbors Deer Park, L.P. (CHDP), located at 2027 Battleground Road, La Porte, Texas (TXD055141378), operating under an EPA-issued PCB Approval as a PCB storage and disposal by incineration facility pursuant to 40 C.F.R. §§ 761.65 and 761.70 (the Deer Park Facility).

III. GOVERNING LAW

- 6. Pursuant to Section 6(e) of TSCA, 15 U.S.C. § 2605(e), the Administrator of the EPA promulgated regulations in 40 C.F.R. Part 761 pertaining to Polychlorinated Biphenyls (PCBs). Failure to comply with any such regulation constitutes a violation of Section 15 of TSCA, 15 U.S.C. § 2614. Any person who violates Section 15 of TSCA, 15 U.S.C. § 2614, may be assessed a civil penalty in accordance with Section 16(a) of TSCA, 15 U.S.C. § 2615(a), and 40 C.F.R. Part 19. Each day a violation continues may constitute a separate violation.
- 7. The term “facility” is defined in 40 C.F.R. § 761.3, as all contiguous land, and structures, other appurtenances, and improvements on the land, used for the treatment, storage, or disposal of PCB waste. A facility may consist of one or more treatment, storage, or disposal units.
- 8. The terms “PCB” and “PCBs” are defined in 40 C.F.R. § 761.3, as any chemical substance that is limited to the biphenyl molecule that has been chlorinated to varying degrees or any combination of substances which contains such substance.
- 9. The term “PCB Article” is defined in 40 C.F.R. § 761.3, as any manufactured article, other than a PCB Container, that contains PCBs and whose surface(s) has been in direct contact with PCBs. “PCB Article” includes capacitors, transformers, electric motors, pumps, pipes, and any other manufactured item: (1) which is formed to a specific shape or design during manufacture; (2) which has end use function(s) dependent in whole or in part upon its shape or design during end use; and (3) which has either no change of chemical composition during its end use or only those changes of composition which have no commercial purpose separate from that of the PCB Article.
- 10. The term “PCB Container” is defined in 40 C.F.R. § 761.3, as any package, can, bottle, bag, barrel, drum, tank, or other device that contains PCBs or PCB Articles and whose surface(s) has been in direct contact with PCBs.
- 11. The term “PCB-Contaminated” is defined in 40 C.F.R. § 761.3, as a non-liquid material containing PCBs at concentrations ≥ 50 parts per million (ppm) but < 500 ppm; a liquid material containing PCBs at concentrations ≥ 50 ppm but < 500 ppm or where insufficient liquid material is available for

analysis, a non-porous surface having a surface concentration >10 micrograms (μg)/100 centimeters² (cm^2) but <100 $\mu\text{g}/100 \text{ cm}^2$, measured by a standard wipe test as defined in 40 C.F.R. § 761.123.

12. The term “PCB Equipment” is defined in 40 C.F.R. § 761.3, as any manufactured item, other than a PCB Container or a PCB Article Container which contains a PCB Article or other PCB Equipment, and includes microwave ovens, electronic equipment, and fluorescent light ballasts and fixtures.
13. The term “PCB Item” is defined in 40 C.F.R. § 761.3, as any PCB Article, PCB Article Container, PCB Container, PCB Equipment, or anything that deliberately or unintentionally contains or has as a part of it any PCB or PCBs.
14. The term “PCB waste(s)” is defined in 40 C.F.R. § 761.3, as those PCBs and PCB Items that are subject to the disposal requirements of Subpart D of 40 C.F.R. Part 761.
15. The term “PCB bulk product waste” is defined in 40 C.F.R. § 761.3, as waste derived from manufactured products containing PCBs in a non-liquid state, at any concentration where the concentration at the time of designation for disposal was ≥ 50 ppm PCBs. PCB bulk product waste includes but is not limited to fluorescent light ballasts containing PCBs in the potting material.
16. The term “Generator of PCB waste” is defined in 40 C.F.R. § 761.3, as any person whose act or process produces PCBs that are regulated for disposal under Subpart D of 40 C.F.R. Part 761, or whose act first causes PCBs or PCB Items to become subject to the disposal requirements of Subpart D of 40 C.F.R. Part 761. Unless another provision of Part 761 specifically requires a site-specific meaning, “Generator of PCB waste” includes all of the sites of PCB waste generation owned or operated by the person who generates PCB waste.
17. The term “Commercial storer of PCB waste” is defined in 40 C.F.R. § 761.3, as the owner or operator of each facility that is subject to the PCB storage unit standards of 40 C.F.R. § 761.65(b)(1) or (c)(7) or meets the alternate storage criteria of 40 C.F.R. § 761.65(b)(2), and who engages in storage activities involving either PCB waste generated by others or that was removed while servicing the equipment owned by others and brokered for disposal.
18. The term “Storage for disposal” is defined in 40 C.F.R. § 761.3, as temporary storage of PCBs that have been designated for disposal.
19. The term “Incinerator” is defined in 40 C.F.R. § 761.3, as an engineered device using controlled flame combustion to thermally degrade PCBs and PCB Items. Examples of devices used for incineration include rotary kilns, liquid injection incinerators, cement kilns, and high temperature boilers.
20. The term “Transfer facility” is defined in 40 C.F.R. § 761.3, as any transportation-related facility including loading docks, parking areas, and other similar areas where shipments of PCB waste are held during the normal course of transportation. Transport vehicles are not transfer facilities under this definition, unless they are used for the storage of PCB waste, rather than for actual

transportation activities. Storage areas for PCB waste at Transfer facilities are subject to the storage facility standards of 40 C.F.R. § 761.65(d) and the record keeping requirements of 40 C.F.R. § 761.180, unless the same PCB waste is stored there for a period of more than 10 consecutive days between destinations.

21. The term “Transporter of PCB waste” is defined in 40 C.F.R. § 761.3, as, for the purposes of Subpart K of 40 C.F.R. Part 761, any person engaged in the transportation of regulated PCBs by air, rail, highway, or water for purposes other than consolidation by a generator.
22. Pursuant to 40 C.F.R. § 761.65(d), persons who wish to commercially store PCB waste must apply for and obtain an “Approval” to operate a facility that is subject to the PCB storage requirements under 40 C.F.R. § 761.65. The applicant must demonstrate that it meets all applicable criteria, standards, and conditions for an Approval as specified in 40 C.F.R. § 761.65. A written Approval issued by the EPA shall include, but not be limited to, conditions deemed necessary by the EPA to ensure that operations of the PCB storage facility will not pose an unreasonable risk of injury to health or the environment. Commercial storers of PCB waste are required to comply with the conditions of the Approval.
23. Pursuant to 40 C.F.R. § 761.70(d), persons who wish to incinerate PCBs and PCB Items must apply for and obtain an “Approval” to operate a facility that is subject to the PCB incineration requirements under 40 C.F.R. § 761.70. The applicant must demonstrate that it meets all applicable criteria, standards, and conditions for an Approval as specified in 40 C.F.R. § 761.70. A written Approval issued by the EPA shall include, but not be limited to, conditions deemed necessary by the EPA to ensure that operations of the PCB incineration facility will not pose an unreasonable risk of injury to health or the environment. Incinerators of PCB waste are required to comply with the conditions of the Approval.
24. Pursuant to 40 C.F.R. § 761.65(b)(2), PCBs and PCB Items must only be stored for disposal in areas approved pursuant to paragraph (d) of this section or meeting the design requirements of paragraph (b) of this section.
25. Pursuant to the Reidsville Facility’s PCB Approval Condition B.1(b), PCBs or PCB Items must only be stored in approved storage areas described in the Approval.
26. Pursuant to the La Porte Facility’s PCB Approval Condition III.B.1, PCBs and PCB Items must only be stored in areas designated in the Approval.
27. Pursuant to 40 C.F.R. § 761.65(c)(5), all PCB Items in storage shall be checked for leaks at least once every 30 days. Any leaking PCB Items and their contents shall be transferred immediately to properly marked non-leaking containers. Any spilled or leaked materials shall be immediately cleaned up and the materials and residues containing PCBs shall be disposed of in accordance with 40 C.F.R. § 761.65.
28. Pursuant to the Reidsville Facility’s PCB Approval Condition C.5(a), daily inspections of PCBs and PCB Items in storage must be conducted.

29. Pursuant to 40 C.F.R. § 761.65(a)(1), PCB wastes must be disposed of as required by Subpart D of 40 C.F.R. Part 761 within one (1) year from the date they were determined to be PCB waste and the decision was made to dispose of them. This date is the date of removal from service (RFS) for disposal and the point at which the 1-year time frame for disposal begins.
30. Pursuant to the La Porte Facility's PCB Approval Condition IV.I.1, the Facility shall comply with all applicable monitoring and recordkeeping requirements as specified in 40 C.F.R. § 761.180 for commercial storers of PCB waste. All PCB records, documents, and reports shall be maintained at the Facility.
31. Pursuant to 40 C.F.R. § 761.180(b), each owner and operator of a facility used for commercial storage or disposal of PCBs and PCB Items shall maintain annual records on the disposition of all PCBs and PCB Items at the facility, among other things, and the annual records shall include all signed manifests generated or received at the facility during the calendar year, all Certificates of Disposal that have been generated or received by the facility during the calendar year, and records of inspections and cleanups performed in accordance with 40 C.F.R. § 761.65(c)(5).
32. Pursuant to 40 C.F.R. § 761.212(a)(1)-(3), a Transporter of PCB waste must deliver the entire quantity of PCB waste which they have accepted from a generator or a transporter to: (1) the designated facility listed on the manifest; or (2) the alternate designated facility, if the PCB waste cannot be delivered to the designated facility because an emergency prevents delivery; or (3) the next designated transporter.
33. Pursuant to 40 C.F.R. § 761.212(b)(1), a Transporter of PCB waste must contact the Generator of PCB waste for further directions and must revise the manifest accordingly if the PCB waste cannot be delivered in its entire quantity to the designated recipient as required by 40 C.F.R. § 761.212(a) because of an emergency condition other than rejection of the waste by the designated facility.
34. Pursuant to the Reidsville Facility's PCB Approval Condition I.2, an accurate daily record of storage inventories must be maintained.
35. Pursuant to the La Porte Facility's PCB Approval Condition IV.I.2, an accurate inventory of PCBs and PCB Items in storage must be maintained.
36. Pursuant to the La Porte Facility's PCB Approval Condition III.B.4, the Facility must verify the PCB content of PCBs or PCB Items before accepting the material for storage.
37. Pursuant to 40 C.F.R. § 761.213(a)(2), commercial storage facilities that receive an off-site shipment of PCB waste accompanied by a manifest must sign and date each copy of the manifest and note any discrepancies on each copy of the manifest. Within 30 days of delivery, a copy of the manifest must also be made available to the generator.
38. Pursuant to the Reidsville Facility's PCB Approval Condition I.3(I), the Facility must sign and date each copy of the manifest for PCBs and/or PCB Items and note any discrepancies on each copy of

the manifest.

39. Pursuant to 40 C.F.R. § 761.219(a)(1), disposers of PCB waste must submit a One-year Exception Report to the EPA Regional Administrator for the Region in which the disposal facility is located no later than 45 days from the end of the 1-year storage for disposal date, when the disposal facility receives PCBs or PCB Items on a date more than nine (9) months from the date the PCBs or PCB Items were removed from service for disposal.
40. Pursuant to 40 C.F.R. § 761.219(c), the One-year Exception Report must identify the transporters, and provide the reason, if known, for the delay in bringing about the disposal of the affected PCBs or PCB Items within one (1) year from the date of removal from service for disposal.

IV. FINDINGS OF FACTS

41. Respondents own and operate multiple commercial PCB storage facilities, treatment/process facilities, and disposal facilities. Clean Harbors Transporter also has a hazardous waste transporter identification number to transport PCB waste in the United States.
42. On April 5, 2022, Savannah River Nuclear Solutions, LLC (SRNS), located in Aiken, South Carolina, disclosed to the EPA (SRNS Report) a missing shipment of PCB waste identified with the Manifest Number 019446860JJK and designated for disposal at the Deer Park Facility. According to the SRNS Report, SRNS, on behalf of the U.S. Department of Energy, generated three (3) containers of fluorescent light ballasts containing PCBs in the potting material as PCB bulk product waste each with a RFS date of February 17, 2021, April 14, 2021, and April 15, 2021.
43. According to the SRNS Report, Clean Harbors Transporter picked up the three (3) containers of PCB bulk product waste on November 3, 2021, and delivered them to the Reidsville Facility on the same day on Hazardous Waste Manifest Number 019446860JJK.
44. According to the SRNS Report, SRNS contacted CHR on December 6, 2021, because SRNS had not received a copy of the manifest with the designated facility's signature within 30 days. At that time, CHR indicated that the shipment was at its Reidsville Facility. According to SRNS, SRNS contacted CHR repeatedly requesting the status of the shipment. A completed copy of the signed manifest dated February 18, 2022, was eventually provided to SRNS by CHR.
45. On May 17, 2022, and May 18, 2022, EPA Region 6 performed an inspection of the Deer Park Facility and the La Porte Facility, respectively. During and after these inspections, the EPA requested and reviewed records from the Deer Park Facility, the La Porte Facility, and the Reidsville Facility.
46. According to CHR, SRNS' PCB bulk product waste was stored at the Reidsville Facility from November 3 to November 9, 2021 (a total of six (6) days).
47. According to CHR, SRNS' PCB bulk product waste was moved from the Reidsville Facility to the lot adjacent to the Reidsville Facility (also owned by CHR) and stored in the adjacent lot from

November 9 to November 26, 2021 (a total of 17 days).

48. The lot adjacent to the Reidsville Facility is not an approved storage area for PCB waste under the Reidsville Facility's PCB Approval.
49. CHR did not provide evidence to show that it had conducted daily inspections of the three (3) containers of PCB bulk product waste while they were under the control of the Reidsville Facility. The three (3) containers of PCB bulk waste were not identified in the Facility's inventory records.
50. According to Respondents, Clean Harbors Transporter picked up SRNS' PCB bulk product waste on November 26, 2021, and transported the PCB waste to the La Porte Facility on November 27, 2021, on Hazardous Waste Manifest Number 019446860JJJ. CHLP does not have any documents to verify this shipment and the manifest does not reflect the transport to and storage of this waste at the La Porte Facility.
51. According to CHLP, SRNS' PCB bulk product waste was stored at the La Porte Facility from November 27, 2021, until February 18, 2022 (a total of 82 days). CHLP does not have any documents to verify this storage or to show that it had verified the contents of the PCB bulk product waste prior to accepting the waste for storage.
52. CHLP could not provide records to show that it had conducted inspections every 30 days of the three (3) containers of PCB bulk product waste while they were being stored at the La Porte Facility. CHLP could not provide records that identified where the three (3) containers of PCB bulk product waste were stored. The three (3) containers of PCB bulk waste were not identified in the Facility's inventory records.
53. According to Respondents, Clean Harbors Transporter transported SRNS' PCB bulk product waste to the Deer Park Facility on February 18, 2022, on Hazardous Waste Manifest Number 019446860JJJ.
54. On a Certificate of Disposal, dated April 19, 2022, CHDP certified that all three (3) containers of SRNS' PCB bulk product waste were disposed on March 18, 2022.
55. CHDP sent a One-year Exception Report pursuant to 40 C.F.R. 761.219(c), dated November 4, 2022, to the EPA for three (3) containers of SRNS' PCB bulk product waste with the RFS dates of February 17, 2021, April 14, 2021, and April 15, 2021. However, the One-year Exception Report did not correctly identify the transporters known to be involved with the transaction or explain the reason for the delay in bringing about the disposal of the affected PCB bulk product waste.
56. Based on reviewing the records for the SRNS PCB bulk product waste, the one (1) container of PCB bulk product waste with the RFS date of February 17, 2021, had been stored for disposal longer than the 1-year limit allowed by 40 C.F.R. § 761.65(a)(1). The end of the 1-year storage for disposal date for the one (1) container of PCB bulk product waste with the RFS date of February 17, 2021, was February 17, 2022. The deadline to submit an exception report no later than 45 days from the end of the 1-year storage for disposal date was April 3, 2022.

V. ALLEGED VIOLATIONS

57. The EPA alleges that CHR failed to store PCBs or PCB Items in a designated approved storage area described in the Facility's PCB Approval in violation of 40 C.F.R. §761.65(b)(2), Approval Condition B.1(b), and Section 15 of TSCA, 15 U.S.C. § 2614.
58. The EPA alleges that CHR failed to conduct daily inspections of PCBs and PCB Items in storage in violation of Approval Condition C.5(a) and Section 15 of TSCA, 15 U.S.C. § 2614.
59. The EPA alleges that CHR failed to maintain accurate daily records of storage inventories in violation of Approval Condition I.2 and Section 15 of TSCA, 15 U.S.C. § 2614.
60. The EPA alleges that CHR failed to sign and date each copy of the manifest and note any discrepancies on each copy of the manifest in violation of 40 C.F.R. §761.213(a)(2), Approval Condition I.3(l), and Section 15 of TSCA, 15 U.S.C. § 2614.
61. The EPA alleges that CHLP failed to verify the PCB content of PCBs or PCB Items before accepting the material for storage in violation of Approval Condition III.B.4 and Section 15 of TSCA, 15 U.S.C. § 2614.
62. The EPA alleges that CHLP failed to store PCBs and PCB Items only in areas designated in the Approval in violation of 40 C.F.R. §761.65(b)(2), Approval Condition III.B.1, and Section 15 of TSCA, 15 U.S.C. § 2614.
63. The EPA alleges that CHLP failed to check all PCB Items in storage at least once every 30 days for leaks and record those inspections in violation of 40 C.F.R. §761.65(c)(5), Approval Condition IV.I.1, 40 C.F.R. § 761.180(b), and Section 15 of TSCA, 15 U.S.C. § 2614.
64. The EPA alleges that CHLP failed to maintain accurate inventory of PCBs and PCB Items in storage in violation of Approval Condition IV.I.2 and Section 15 of TSCA, 15 U.S.C. § 2614.
65. The EPA alleges that CHLP failed to sign and date each copy of the manifest and note any discrepancies on each copy of the manifest in violation of 40 C.F.R. §761.213(a)(2) and Section 15 of TSCA, 15 U.S.C. § 2614.
66. The EPA alleges that CHLP failed to meet the 1-year disposal time frame for the container of PCB bulk product waste with the RFS date of February 17, 2021 in violation of 40 C.F.R. §761.65(a)(1) and Section 15 of TSCA, 15 U.S.C. § 2614.
67. The EPA alleges that CHDP failed to timely submit its One-year Exception Report in violation of 40 C.F.R. §761.219(a) and Section 15 of TSCA, 15 U.S.C. § 2614.
68. The EPA alleges that CHDP failed to correctly identify transporters and provide a reason for the delay in bringing about the disposal of the affected PCBs or PCB Items in the One-year Exception Report in violation of 40 C.F.R. §761.219(c)(2) and Section 15 of TSCA, 15 U.S.C. § 2614.

69. The EPA alleges that Clean Harbors Transporter failed to contact the generator when the PCB waste could not be delivered in accordance with 40 C.F.R. § 761.212(a) because of an emergency condition other than rejection of the waste by the designated facility in violation of 40 C.F.R. §761.212(b)(1) and Section 15 of TSCA, 15 U.S.C. § 2614.

VI. STIPULATIONS

70. The issuance of this CAFO simultaneously commences and concludes this proceeding pursuant to 40 C.F.R. § 22.13(b).
71. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), each Respondent:
- a. admits that the EPA has jurisdiction over the subject matter alleged in this CAFO;
 - b. neither admits nor denies the factual allegations set forth in Section IV (Findings of Facts) of this CAFO;
 - c. consents to the assessment of a civil penalty as stated below;
 - d. consents to the conditions specified in this CAFO;
 - e. waives any right to contest the allegations set forth in Section V (Alleged Violations) of this CAFO; and
 - f. waives its rights to appeal the Final Order accompanying this CAFO.
72. For the purpose of this proceeding, each Respondent:
- a. agrees that this CAFO states a claim upon which relief may be granted against Respondent;
 - b. acknowledges that this CAFO constitutes an enforcement action for purposes of considering Respondent's compliance history in any subsequent enforcement actions;
 - c. waives any rights it may possess at law or in equity to challenge the authority of the EPA to bring a civil action in a United States District Court to compel compliance with the CAFO, and to seek an additional penalty for such noncompliance, and agrees that federal law shall govern in any such civil action;
 - d. 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 or issue this CAFO;
 - e. 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 this Consent Agreement;

- f. by executing this CAFO, certify 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; and
- g. agrees to comply with the terms of the CAFO.

73. 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

74. Respondents are assessed a civil penalty, which was calculated in accordance with the Act, in the amount of **TWENTY-SEVEN THOUSAND SEVENTY-FIVE DOLLARS (\$27,075.00)**, which shall be paid within thirty (30) days of the Effective Date of this CAFO.
75. Respondents 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 following EPA website: <https://www.epa.gov/financial/makepayment>. For additional instructions, see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>. However, for any payments made after September 30, 2025, and in accordance with the March 25, 2025, Executive Order on ***Modernizing Payments To and From America's Bank Account***, Respondents shall pay using one of the electronic payments methods listed on <https://www.epa.gov/financial/makepayment> website and will not pay with a paper check. In addition, Respondents shall identify every payment with Respondents' names and the docket number of this CAFO, Docket No. TSCA-04-2025-6202(b).
76. Respondents shall send electronic proof of payment within twenty-four (24) hours of payment of the civil penalty, to:

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 4
R4_Regional_Hearing_Clerk@epa.gov

and

Kris Lippert
TSCA Enforcement Section
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 4
lippert.kristin@epa.gov

and

U.S. Environmental Protection Agency
Cincinnati Finance Center
CINWD_AcctsReceivable@epa.gov

77. “Proof of payment” means, as applicable, a copy of the check, confirmation of credit card or debit card payment, confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to EPA requirements, in the amount due, and identified with Respondents’ names and Docket No. TSCA-04-2025-6202(b).
78. Pursuant to 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondents fail to remit the civil penalty as agreed to herein, the EPA is entitled to assess interest and penalties on debts owed to the United States and a charge to cover costs of processing and handling the delinquent claim. Accordingly, the EPA may require Respondents to pay the following amounts on any amount overdue:
- a. Interest. Interest will begin to accrue on the civil penalty from the Effective Date of this CAFO. If the civil penalty is paid within thirty (30) days of the Effective Date of this CAFO, interest is waived. However, if the civil penalty is not paid in full within thirty (30) days of the Effective Date of this CAFO, interest will continue to accrue on any unpaid portion until the unpaid portion of the civil penalty and accrued interest are paid. Interest will be assessed at the rate of the United States Treasury tax and loan rate, as established by the Secretary of the Treasury, in accordance with 31 U.S.C. § 3717(a)(1), 31 C.F.R. § 901.9(b)(2), and 40 C.F.R. § 13.11(a).
 - b. Non-Payment Penalty. On any portion of a civil penalty more than ninety (90) days past due, Respondents must pay a non-payment penalty of not more than six percent (6%) per annum, which will accrue from the date the penalty payment became due and is not paid, as provided in 31 U.S.C. § 3717(e)(2) and 31 C.F.R. § 901.9(d). This non-payment penalty is in addition to charges which accrue or may accrue under subparagraphs (a) and (c) and will be assessed monthly. 40 C.F.R. § 13.11(c).
 - c. Monthly Handling Charge. Respondents must pay a late payment handling charge to cover the administrative costs of processing and handling the delinquent claim, based on either actual or average cost incurred. 31 C.F.R. § 901.9(c) and 40 C.F.R. § 13.11(b). Administrative costs will be assessed monthly throughout the period the debt is overdue except as provided by 40 C.F.R. § 13.12.
79. In addition to what is stated in the prior Paragraph, if Respondents fail to timely pay any portion of the penalty assessed under this CAFO, the EPA may:
- a. refer the debt to a credit reporting agency or a collection agency (see 40 C.F.R. §§ 13.13 and 13.14);

- b. collect the debt by administrative offset (i.e., the withholding of money payable by the United States to, or held by the United States for, a person to satisfy the debt the person owes the Government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds (*see* 40 C.F.R. Part 13, Subparts C and H);
- c. suspend or revoke Respondents' licenses or other privileges, or suspend or disqualify Respondents from doing business with the EPA or engaging in programs the EPA sponsors or funds (*see* 40 C.F.R. § 13.17); and/or
- d. refer the debt to the Department of Justice for litigation (*see* 40 C.F.R. § 13.33).

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

VIII. EFFECT OF CAFO

- 81. This CAFO constitutes a settlement by the EPA of all claims for federal civil penalties pursuant to Section 16(a) of TSCA, 15 U.S.C. 2615(a), for the specific violations alleged herein.
- 82. In accordance with 40 C.F.R. § 22.18(c), full payment of the civil penalty, as provided in Section VII (Terms of Payment), shall satisfy the requirements of this CAFO; but shall not in any case affect the right of the EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law.
- 83. Nothing in this CAFO shall relieve Respondents of the duty to comply with all applicable provisions of the Act and other federal, state, or local laws or statutes, nor shall it restrict the EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit, except as expressly provided herein.
- 84. Nothing herein shall be construed to limit the power of the EPA to undertake any action against Respondents or any person in response to conditions that may present an imminent hazard as provided under the Act.
- 85. 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.
- 86. The provisions of this CAFO shall apply to and be binding upon Respondents and their successors and assigns. Respondents shall direct their officers, directors, employees, agents, trustees, and authorized representatives to comply with the provisions of this CAFO, as appropriate.
- 87. Any change in the legal status of Respondents or change in ownership, partnership, corporate, or legal status relating to the Facilities identified in Paragraph 5 above, will not in any way alter Respondents' obligations and responsibilities under this CAFO.

88. By signing this Consent Agreement, each 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.
89. By signing this Consent Agreement, Complainant, and the undersigned representative of Respondents, 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 one represents to this CAFO.
90. By signing this Consent Agreement, the Parties agree that each party's obligations under this CAFO constitute sufficient consideration for the other party's obligations.
91. By signing this Consent Agreement, each 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. Each 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.
92. The EPA also reserves the right to revoke this CAFO and settlement penalty if and to the extent that the EPA finds, after signing this CAFO, that any information provided by Respondents was materially false or inaccurate at the time such information was provided to the EPA. If such false or inaccurate material was provided, the EPA reserves the right to assess and collect any and all civil penalties for any violation described herein. The EPA shall give Respondents notice of its intent to revoke, which shall not be effective until received by Respondents in writing.
93. 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.
94. Unless specifically stated otherwise in this CAFO, each party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding.

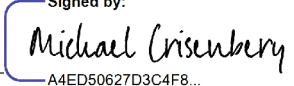
IX. EFFECTIVE DATE

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

[Remainder of Page Intentionally Left Blank]
[Complainant and Respondents will Each Sign on Separate Pages]

The foregoing Consent Agreement In the Matter of **Clean Harbors Environmental Services, Inc., et al.**, Docket No. **TSCA-04-2025-6202(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENTS, Clean Harbors Environmental Services, Inc.;
Clean Harbors Reidsville, LLC;
Clean Harbors La Porte, LLC; and
Clean Harbors Deer Park, L.P.:

Signed by:	
 A4ED50627D3C4F8...	9/25/2025
Signature	Date

Printed Name: Michael Crisenbery

Title: SVP Facilities Compliance and Government Affairs

Address: 4879 Spring Grove Ave. Cincinnati OH 45232

The foregoing Consent Agreement In the Matter of **Clean Harbors Environmental Services, Inc., et al.**, Docket No. **TSCA-04-2025-6202(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR COMPLAINANT:

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:

CLEAN HARBORS ENVIRONMENTAL SERVICES, INC.;
CLEAN HARBORS REIDSVILLE, LLC;
CLEAN HARBORS LA PORTE, LLC; and
CLEAN HARBORS DEER PARK, L.P.

Docket No. **TSCA-04-2025-6202(b)**

FINAL ORDER

EPA ID No.: NCD000648451
MAD039322250
TXD982290140
TXD055141378

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.

Respondent is hereby ORDERED to comply with all 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.

Regional Judicial Officer

CERTIFICATE OF SERVICE

I certify that the foregoing Consent Agreement and Final Order, In the Matter of **Clean Harbors Environmental Services, Inc., et al.**, Docket No. **TSCA-04-2025-6202(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: Michael Crisenbery
Clean Harbors Environmental Services, Inc.;
Clean Harbors Reidsville, LLC;
Clean Harbors La Porte, LLC;
Clean Harbors Deer Park, L.P.
crisenberym@cleanharbors.com
513-823-2280

To EPA: Kris Lippert
Senior Enforcement Officer
lippert.kristin@epa.gov
404-562-8605

Joshua Lee
Attorney
lee.joshua@epa.gov
404-562-9255

Regional Hearing Clerk
R4_Regional_Hearing_Clerk@epa.gov