

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

FILED

Sep 09, 2025

8:30 am

**U.S. EPA REGION 4
HEARING CLERK**

In the Matter of:

**Fox Trot Properties, LLC
and
Fox Trot Corporation**

EPA ID No.: KYR000006395

Respondents.

Docket No. **TSCA-04-2025-6002(b)**

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 Fox Trot Properties, LLC and Fox Trot Corporation. Fox Trot Properties, LLC is a registered but inactive limited liability company that conducted business in the Commonwealth of Kentucky at the time the alleged violations occurred and is the record title owner of the facility

located at 348 Calla Road, Irvine, Kentucky 40336 (Facility). Respondent Fox Trot Corporation is incorporated in the Commonwealth of Kentucky and is the sole member of Fox Trot Properties, LLC. Fox Trot Corporation has agreed to assume responsibility only for payment of the civil penalty assessed for the alleged violations by Fox Trot Properties, LLC in Section VII.

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.
7. The term “PCB” and “PCBs” is 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.
8. 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.
9. 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.
10. 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.
11. The term “PCB Transformer” is defined in 40 C.F.R. § 761.3, as any transformer that contains ≥ 500 parts per million (ppm) PCBs.
12. Pursuant to 40 C.F.R. § 761.2(a)(3), any person must assume that a transformer manufactured prior to July 2, 1979, that contains 1.36 kilograms (kgs) (3 pounds) or more of fluid other than mineral oil and whose PCB concentration is not established, is a PCB Transformer (i.e., ≥ 500 ppm).
13. The term “PCB Capacitor” is defined in 40 C.F.R. § 761.3, as any capacitor that contains ≥ 500 ppm PCBs. The term “Large High Voltage Capacitor” is defined in 40 C.F.R. § 761.3, as a capacitor which contains 1.36 kilograms (3 pounds) or more of dielectric fluid and which operates at 2,000 volts (alternating current or direct current) or above.
14. According to 40 C.F.R. § 761.2(a)(4), if the date of manufacture of a capacitor is unknown, any

person must assume the capacitor contains ≥ 500 ppm PCBs. Any such capacitor therefore is assumed to be a PCB Capacitor.

15. 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.
16. 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.
17. The term "PCB-Contaminated Electrical Equipment" is defined in 40 C.F.R. § 761.3 as any electrical equipment including, but not limited to, transformers (including those used in railway locomotives and self-propelled cars), capacitors, circuit breakers, reclosers, voltage regulators, switches (including sectionalizers and motor starters), electromagnets, and cable, that contains PCBs at concentrations of >50 ppm and ≤ 500 ppm in the contaminating fluid. In the absence of liquids, electrical equipment is PCB-Contaminated if it has PCBs at $>10 \mu\text{g}/100 \text{ cm}^2$ and $<100 \mu\text{g}/100 \text{ cm}^2$ as measured by a standard wipe test (as defined in 40 C.F.R. § 761.123) of a non-porous surface.
18. Pursuant to 40 C.F.R. § 761.2(a)(2), any person must assume that mineral oil-filled electrical equipment that was manufactured prior to July 2, 1979, and whose PCB concentration is not established is PCB-Contaminated Electrical Equipment (i.e., contains > 50 ppm PCBs, but ≤ 500 ppm PCBs).
19. 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.
20. The term "Annual document log" is defined in 40 C.F.R. § 761.3, as the detailed information maintained at a facility on the PCB waste handling at the facility.
21. 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.
22. The term "leak" or "leaking" is defined in 40 C.F.R. § 761.3, as any instance in which a PCB Article, PCB Container, or PCB Equipment has any PCBs on any portion of its external surface.
23. The term "Disposal" is defined in 40 C.F.R. § 761.3, as intentionally or accidentally to discard, throw away, or otherwise complete or terminate the useful life of PCBs and PCB Items. Disposal includes spills, leaks, and other uncontrolled discharges of PCBs as well as actions related to containing, transporting, destroying, degrading, decontaminating, or confining PCBs or PCB Items.
24. The term "Mark" is defined in 40 C.F.R. § 761.3, as the descriptive name, instructions, cautions, or other information applied to PCBs and PCB Items, or other objects subject to the regulations in 40 C.F.R. Part 761.

25. The term "Marked" is defined in 40 C.F.R. § 761.3, as the marking of PCB Items and PCB storage areas and transport vehicles by means of applying a legible Mark by painting, fixation of an adhesive label, or by any other method that meets the requirements of the regulations.
26. Pursuant to 40 C.F.R. § 761.30(a)(1)(vi), owners of PCB Transformers, including those in storage for reuse, must register their transformers with the EPA no later than December 28, 1998.
27. Pursuant to 40 C.F.R. § 761.40(a)(1) and (3), PCB Containers and PCB Large High Voltage Capacitors must be Marked as illustrated in Figure 1 in 40 C.F.R. § 761.45(a) with the PCB "M_L" Mark.
28. Pursuant to 40 C.F.R. § 761.40(a)(10), storage areas used to store PCB Items must be Marked with the appropriate PCB M_L Mark.
29. Pursuant to 40 C.F.R. § 761.65(a)(1), PCB waste must be disposed of as required by Subpart D of 40 C.F.R. Part 761 within one (1) year from the date it was determined to be PCB waste and the decision was made to dispose of it. This date is the date of removal from service for disposal and the point at which the one (1)-year time frame for disposal begins.
30. Pursuant to 40 C.F.R. § 761.65(b)(1), areas designated for storage of PCBs and PCB Items shall have an adequate roof and walls and non-porous floor with curbing for the PCB Items to prevent rainwater from reaching the stored PCBs and PCB Items.
31. 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. § 761.61.
32. Pursuant to 40 C.F.R. § 761.65(c)(8), PCB Items must be Marked with the date when they are removed from service for disposal.
33. Pursuant to 40 C.F.R. § 761.180(a), owners or operator of a facility must maintain all annual records and the written Annual document log of the disposition of PCBs and PCB items. The Annual document log shall be maintained for at least three (3) years after the facility ceases using or storing PCBs and PCB Items. Annual records must also include records of inspections and clean-ups performed in accordance with 40 C.F.R. § 761.65(c)(5).
34. Pursuant to 40 C.F.R. § 761.50(a)(4), spills and other uncontrolled discharges of PCBs ≥ 50 ppm constitute disposal of PCBs and are prohibited.

IV. FINDINGS OF FACTS

35. On December 24, 1998, Kentucky Processing Company, the then owner of the Facility, registered three (3) PCB Transformers located at the Facility with the EPA as required by 40 C.F.R.

§ 761.30(a)(1)(vi). Respondent Fox Trot Properties, LLC, subsequently purchased the Facility, and is the record title owner of the Facility property.

36. Fox Trot Properties, LLC, was administratively dissolved on June 20, 2023, and the Facility is no longer in operation.
37. In response to the registration of the three (3) PCB Transformers and their potential presence at the Facility, a representative of the Kentucky Department for Environmental Protection authorized by and on behalf of the EPA, conducted inspections at the Facility on January 27, 2022, March 9, 2022, and March 29, 2023, to evaluate the Facility's compliance with the PCB regulations.
38. During these inspections, the following equipment was observed and determined to be PCB Items based either on labels and nameplates on the equipment, or on the PCB "assumption" rules set forth in 40 C.F.R. § 761.2 and stated above:
 - a. Four (4) disconnected and abandoned large oil immersed series reactors (a type of oil filled electrical equipment considered to be PCB Equipment) manufactured by Nichicon in 1978 that were assumed to be PCB-Contaminated Electrical Equipment pursuant to 40 C.F.R. § 761.2, were located in a flooded area outside;
 - b. One (1) leaking General Electric pad mount PCB Transformer was located in the Rail Car Building with a PCB label on it;
 - c. Six (6) disconnected Pyranol oil-filled General Electric capacitors were located in the Rail Car Building, and were assumed to be PCB Capacitors pursuant to 40 C.F.R. § 761.2;
 - d. One (1) pad mount General Electric PCB Transformer was located in the Shop Building with a PCB label on it; and
 - e. Several capacitors were located on shelves in the Shop Building with one (1) labeled as containing PCBs and none had a date of manufacture.
39. At the time of the inspections, Facility personnel were unable to locate or otherwise account for the disposition of one (1) of the three (3) registered PCB Transformers.
40. At the time of the inspections, the six (6) Pyranol oil-filled capacitors in the Rail Car Building and the assumed-to-be PCB Capacitors in the Shop Building were missing the PCB M_L Marks as required by 40 C.F.R. § 761.40(a)(1).
41. At the time of the inspections, the PCB M_L Mark was missing on the storage areas used to store the PCB Items in the Rail Car Building, the Shop Building, and outside where the four (4) oil immersed series reactors were located, as required by 40 C.F.R. § 761.40(a)(10).
42. At the time of the inspections, all the PCB Items observed on-site had been held in Storage for disposal longer than the one (1)-year maximum period allowable by 40 C.F.R. § 761.65(a)(1).
43. At the time of the inspections, the PCB Items identified in Paragraph 38 were being stored in areas that did not have an adequate roof and walls and non-porous floor with curbing for the PCB Items

to prevent rainwater from reaching the stored items, as required by 40 C.F.R. § 761.65(b)(1).

44. At the time of the inspections, Facility personnel presented no evidence demonstrating that they had checked all PCB Items in Storage for disposal for leaks every 30 days, as required by 40 C.F.R. § 761.65(c)(5).
45. At the time of the inspections, the PCB Items identified in Paragraph 38 were missing dates when the items were removed from service for disposal, as required by 40 C.F.R. § 761.65(c)(8).
46. At the time of the inspections, Facility personnel were not maintaining inspection records, annual records, or written Annual document logs for all PCB Items on-site, or documentation to determine the disposition of the one (1) registered PCB Transformer that was not identified during the inspection, as required by 40 C.F.R. § 761.180(a).
47. At the time of the inspections, spills of dielectric fluid and electrical equipment debris were observed together in numerous on-site locations indicating leaks and spills of PCBs constituting improper disposal of PCBs, as prohibited by 40 C.F.R. § 761.50(a)(4).

V. ALLEGED VIOLATIONS

48. Based on the foregoing Findings of Fact, the EPA alleges that Fox Trot Properties, LLC violated various provisions of the PCB rules set forth at 40 C.F.R. Part 761 and Section 15 of TSCA, 15 U.S.C. § 2614, as set forth below.
49. The EPA alleges that Fox Trot Properties, LLC failed to label PCB Items with the appropriate PCB M_L Mark, in violation of 40 C.F.R. §761.40(a)(1) and Section 15 of TSCA, 15 U.S.C. § 2614.
50. The EPA alleges that Fox Trot Properties, LLC failed to label the storage area used to store PCB Items with the appropriate PCB M_L Mark, in violation of 40 C.F.R. §§ 761.40(a)(10) and Section 15 of TSCA, 15 U.S.C. § 2614.
51. The EPA alleges that Fox Trot Properties, LLC failed to dispose of PCB Items within one (1) year from the date the PCB Items were determined to be PCB waste, in violation of 40 C.F.R. § 761.65(a)(1) and Section 15 of TSCA, 15 U.S.C. § 2614.
52. The EPA alleges that Fox Trot Properties, LLC failed to have a proper storage area with an adequate roof and walls, and non-porous floor with curbing for the PCB Items to prevent rainwater from reaching the stored items, in violation of 40 C.F.R. § 761.65(b)(1) and Section 15 of TSCA, 15 U.S.C. § 2614.
53. The EPA alleges that Fox Trot Properties, LLC failed to check all PCB Items in storage for leaks every 30 days, in violation of 40 C.F.R. § 761.65(c)(5) and Section 15 of TSCA, 15 U.S.C. § 2614.
54. The EPA alleges that Fox Trot Properties, LLC failed to mark PCB Items with the removed-from-

service dates for disposal, in violation of 40 C.F.R. § 761.65(c)(8) and Section 15 of TSCA, 15 U.S.C. § 2614.

55. The EPA alleges that Fox Trot Properties, LLC failed to maintain inspection records, annual records, or written Annual document logs for the PCB Items, in violation of 40 C.F.R. §761.180(a) and Section 15 of TSCA, 15 U.S.C. § 2614.
56. The EPA alleges that Fox Trot Properties, LLC improperly disposed of PCBs at the Facility, in violation of 40 C.F.R. § 761.50(a)(4) and Section 15 of TSCA, 15 U.S.C. § 2614.

VI. STIPULATIONS

57. The issuance of this CAFO simultaneously commences and concludes this proceeding pursuant to 40 C.F.R. § 22.13(b).
58. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondents:
 - a. admit that the EPA has jurisdiction over the subject matter alleged in this CAFO;
 - b. neither admit nor deny the specific factual allegations set forth in Section IV (Findings of Facts) of this CAFO;
 - c. consent to the assessment of a civil penalty as stated below;
 - d. consent to the conditions specified in this CAFO;
 - e. waive any right to contest the alleged violations set forth in Section V (Alleged Violations) of this CAFO; and
 - f. waive any right to appeal the Final Order accompanying this CAFO.
59. For the purpose of this proceeding, Respondents:
 - a. agree that this CAFO states a claim upon which relief may be granted against Respondents;
 - b. acknowledge that this CAFO constitutes an enforcement action for purposes of considering Respondents' compliance history in any subsequent enforcement actions;
 - c. waive any right 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 agree that federal law shall govern in any such civil action;
 - d. waive any right they 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. waive any rights or defenses that Respondents have or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial, and waive any right to challenge the lawfulness of the Final Order accompanying this Consent Agreement;
- f. by executing this CAFO, certify to the best of their knowledge that Respondents are 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. agree to comply with the terms of this CAFO.

60. 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

61. Based on the Fox Trot Properties, LLC's substantiated ability to pay claim, the EPA has determined that **SEVEN THOUSAND, FIVE-HUNDRED DOLLARS (\$7,500.00)** is an appropriate civil penalty to settle this action, which Respondent Fox Trot Corporation consents to pay within thirty (30) days of the Effective Date of this CAFO.
62. Fox Trot Corporation shall pay the 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, Fox Trot Corporation shall pay using one of the electronic payments methods listed on EPA's How to Make a Payment website and will not pay with a paper check. In addition, Respondent Fox Trot Corporation shall identify the payment with Respondents' names and the docket number of this CAFO, Docket No. TSCA-04-2025-6002(b).
63. Fox Trot Corporation shall send proof of payment electronically 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

64. "Proof of payment" means, as applicable, a copy of the check, confirmation of credit card or debit card payment, confirmation of wire or automated clearing house transfer, and any other information required to demonstrate that payment has been made according to EPA requirements, in the amount due, and identified with the Facility name and Docket No. TSCA-04-2025-6002(b).
65. Pursuant to 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Fox Trot Corporation fails 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 the costs of processing and handling the delinquent claim. Accordingly, the EPA may require Fox Trot Corporation 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), 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, Fox Trot Corporation 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. See 40 C.F.R. § 13.11(c).
 - c. Monthly Handling Charge. Fox Trot Corporation 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. See 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.
66. In addition to what is stated in the prior Paragraph, if Fox Trot Corporation fails 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).
67. Penalties paid pursuant to this CAFO shall not be deductible for purposes of federal taxes.

VIII. EFFECT OF CAFO

68. 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."
69. 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.
70. 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.
71. 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.
72. The terms, conditions, and compliance requirements of this CAFO may not be modified or amended except upon the written agreement of all Parties, and approval of the Regional Judicial Officer.
73. 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.

74. Any change in the legal status of Respondents, or change in ownership, partnership, corporate or legal status relating to the Facility will not in any way alter Respondents' obligations and responsibilities under this CAFO.
75. By signing this Consent Agreement, Respondents acknowledge that this CAFO will be available to the public and agree that this CAFO does not contain any confidential information under Section 14 of TSCA, 15 U.S.C. § 2613, and 40 C.F.R. Part 2 and the Freedom of Information Act (FOIA) or personally identifiable information.
76. By signing this Consent Agreement, the Complainant, and the undersigned representative of Respondents, each certify that they are fully authorized to execute and enter into the terms and conditions of this CAFO and have the legal capacity to bind the party they represent to this CAFO.
77. By signing this Consent Agreement, all Parties agree that each party's obligations under this CAFO constitute sufficient consideration for the other party's obligations.
78. By signing this Consent Agreement, Respondents certify that the information they have 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. Respondents acknowledge 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.
79. The EPA 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.
80. 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 party or circumstances and the remainder of the CAFO shall remain in force and shall not be affected thereby.
81. 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

82. 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 the **Fox Trot Properties, LLC and Fox Trot Corporation**, Docket No. **TSCA-04-2025-6002(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT FOX TROT PROPERTIES, LLC:

Signature Jaquelyn D. Yates Date August 22, 2025
Printed Name: Jacquelyn D. Yates
Title: Manager
Address: 6000 Sulphur Well Rd.
Lexington, Ky 40509

FOR RESPONDENT FOX TROT CORPORATION:

Signature Jacquelyn D. Yates Date August 22, 2025
Printed Name: Jacquelyn D. Yates
Title: President
Address: 6000 Sulphur Well Rd.
Lexington, Ky 40509

The foregoing Consent Agreement, In the Matter of the **Fox Trot Properties, LLC and Fox Trot Corporation**, Docket No. **TSCA-04-2025-6002(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:
Fox Trot Properties, LLC
and
Fox Trot Corporation

EPA ID No.: KYR000006395

Respondents.

Docket No. **TSCA-04-2025-6002(b)**

FINAL ORDER

The Regional Judicial Officer is authorized to ratify this Consent Agreement which memorializes a settlement between Complainant and Respondents. 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.

Respondents are 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 the **Fox Trot Properties, LLC and Fox Trot Corporation**, Docket No. **TSCA-04-2025-6002(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 Respondents: John M. Sosbe
 Sosbe Law Firm, PLLC
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