

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 6
DALLAS, TEXAS

FILED
02 OCT 25 AM 10:40
REGIONAL HEARING CLERK
EPA REGION 6

In the Matter of	§	
	§	
Clean Harbors LaPorte, LLC,	§	Docket No. TSCA-06-2025-6196
	§	
Respondent.	§	
	§	

CONSENT AGREEMENT AND FINAL ORDER

A. PRELIMINARY STATEMENT

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, 22.18, and 22.34 of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permit ("Consolidated Rules"), as codified at 40 C.F.R. Part 22.

2. Complainant is the United States Environmental Protection Agency, Region 6 ("EPA"). On EPA's behalf, the Director of the Enforcement and Compliance Assurance Division, EPA Region 6, has been delegated the authority to settle civil administrative penalty and compliance proceedings under Section 16(a) of the Act, 15 U.S.C. § 2615(a).

3. Clean Harbors LaPorte, LLC ("Clean Harbors" or "Respondent") is a Delaware corporation doing business in the State of Texas.

4. Complainant and Respondent, having agreed that settlement of this action is in the public interest, consent to the entry of this Consent Agreement along with the

corresponding Final Order hereinafter known together as the "CAFO" without the adjudication of any issues of law or fact herein.

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

B. JURISDICTION

6. This CAFO is entered into under Section 16(a) of the Act, as amended, 15 U.S.C. § 2615(a), and the Consolidated Rules, 40 C.F.R. Part 22.

7. This CAFO serves as notice that EPA has reason to believe that Respondent has violated the regulatory requirements of 40 C.F.R. Part 761 pertaining to Polychlorinated Biphenyls (PCBs). 40 C.F.R. Part 761 was promulgated pursuant to Section 6(e) of TSCA, 15 U.S.C. § 2605(e).

8. The Regional Judicial Officer is authorized to ratify this CAFO which memorializes a settlement between Complainant and Respondent. 40 C.F.R. §§ 22.4(b) and 22.18(b).

9. The issuance of this CAFO simultaneously commences and concludes this proceeding. 40 C.F.R. § 22.13(b).

C. STATUTORY AND REGULATORY BACKGROUND

10. 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.

11. 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.

Definitions

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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 these regulations.

19. 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 761.65(d) and the record keeping requirements of 761.180, unless the same PCB waste is stored there for a period of more than 10 consecutive days between destinations.

20. The term "Transporter of PCB Waste" is defined in 40 C.F.R. § 761.3, as, for the purposes of subpart K of this part, any person engaged in the transportation of regulated PCB by air, rail, highway, or water for purposes other than consolidation by a generator.

D. FINDINGS OF FACT AND CONCLUSIONS OF LAW

21. Respondent has the following Texas location: 500 Independence Parkway South, La Porte, Texas (TXD982290140) operating as a TSCA Approved PCB Storage facility under 40 C.F.R. § 761.65 (the La Porte Facility).

22. On May 18, 2022, representatives of the EPA, conducted an inspection of the La Porte Facility pursuant to Section 11 of TSCA, 15 U.S.C. § 2610, to determine Respondent's compliance with the PCB regulations and the July 20, 2017, Approval and the Conditions set forth therein.

23. At the time of the May 18, 2022, inspection at the La Porte Facility, the designated storage area cells 10-12 and the designated sampling area identified in the Approval were not marked with the appropriate PCB M_L label as required by 40 C.F.R. § 761.40(a)(10) and Approval Condition II.B.

24. On May 23, 2022, the La Porte Facility provided the EPA with photographs of the recently marked designated PCB storage areas identified in the above paragraph.

E. ALLEGED VIOLATIONS

25. The facts stated in the EPA Findings of Fact and Conclusions of Law above are herein incorporated.

26. Complainant hereby states and alleges that Respondent has violated TSCA and federal regulations promulgated thereunder, as stated below.

Count 1

27. Pursuant to 40 C.F.R. § 761.40(a)(10), each of the following items in existence on or after July 1, 1978 shall be marked as illustrated in Figure 1 in § 761.45(a): each storage area used to store PCBs and PCB Items for disposal.

28. Respondent's La Porte Facility failed to label each storage area used to store PCB and PCB Items for disposal with the appropriate PCB M_L mark. At the time of the inspection, the designated storage area cells 10-12 and the designated sampling area identified in the Approval were not marked with the appropriate PCB M_L label.

29. Respondent's failure to label each storage area used to store PCB and PCB Items for disposal with the appropriate PCB M_L mark is a violation of 40 C.F.R. § 761.40(a)(10) and Section 15 of TSCA, 15 U.S.C. § 2614.

F. CONSENT AGREEMENT AND CIVIL PENALTY

General

30. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2),
Respondent:

- a. admits the jurisdictional allegations set forth herein;
- b. neither admits nor denies the specific factual allegations stated herein;
- c. consents to the assessment of a civil penalty, as stated herein;
- d. consents to the issuance of any specified compliance or corrective action order;
- e. consents to any conditions specified herein;
- f. consents to any stated Permit Action;

- g. waives any right to contest the allegations set forth herein; and
- h. waives its rights to appeal the Final Order accompanying this CAFO.

31. By signing this CAFO, Respondent 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 CAFO.

32. Respondent consents to the issuance of this CAFO and consents for the purposes of settlement to the payment of the civil penalty specified herein.

33. Respondent and EPA agree to conciliate this matter without the necessity of a formal hearing and to bear their respective costs and attorneys' fees.

Penalty Assessment and Collection

34. Upon consideration of the entire record herein, including the Findings of Fact and Conclusions of Law, which are hereby adopted and made a part hereof, and upon consideration of the size of the business, the effect of Respondent's ability to continue business, the gravity of the violations, and other factors as justice may require, EPA has assessed a civil penalty in the amount of \$8,461.00 (the "EPA Penalty"). The EPA Penalty has been determined in accordance with Section 16(a) of TSCA, 15 U.S.C. § 2615(a), and at no time exceeded EPA's statutory authority.

35. Respondent agrees to pay the EPA Penalty within thirty (30) calendar days of the Effective Date of this CAFO. Respondent shall pay the EPA Penalty and any interest, fees, and other charges due using any method, or combination of appropriate methods, as provided on

the EPA website: <https://www.epa.gov/financial/makepayment>. For additional instructions see:
<https://www.epa.gov/financial/additional-instructions-making-payments-epa>.

36. When making a payment, Respondent shall:

a. Identify every payment with Respondent's name and the docket number of this Order, Docket No. TSCA-06-2025-6196. The payment shall also be accompanied by a transmittal letter that shall reference Respondent's name and address, the case name, and docket number TSCA-06-2025-6196. Respondent's adherence to this request will ensure proper credit is given when penalties are received for Region 6.

b. Concurrently with any payment, email the transmittal letter and proof of payment to the following email addresses:

Angela Hays
U.S. EPA Region 6
Hays.Angela@epa.gov

And

Region 6 Hearing Clerk
U.S. EPA Region 6
Vaughn.Lorena@epa.gov

"Proof of payment" means, as applicable, a copy of the check, confirmation of credit card or debit card payment, or confirmation of wire or automated clearinghouse transfer and any other information required to demonstrate that payment has been made according to EPA requirements, in the amount due.

37. Pursuant to 15 U.S.C. § 2615, 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to timely pay any portion of the EPA Penalty per this Agreement, the

entire unpaid balance of the EPA Penalty and all accrued interest shall become immediately due and owing, and EPA is authorized to recover the following amounts.

a. Interest. Interest begins to accrue from the Effective Date. If the EPA Penalty is paid in full within thirty (30) days, interest accrued is waived. If the EPA Penalty is not paid in full within thirty (30) days, interest will continue to accrue until any unpaid portion of the EPA Penalty as well as any interest, penalties, and other charges are paid in full. To protect the interests of the United States the rate of interest is set at the IRS large corporate underpayment rate, any lower rate would fail to provide Respondent adequate incentive for timely payment.

b. Handling Charges. Respondent will be assessed monthly a charge to cover EPA's costs of processing and handling overdue debts. If Respondent fails to pay the EPA Penalty in accordance with this CAFO, EPA will assess a charge to cover the costs of handling any unpaid amounts for the first thirty (30) day period after the Effective Date. Additional handling charges will be assessed each subsequent thirty (30) days, or any portion thereof, until the unpaid portion of the EPA Penalty, as well as any accrued interest, penalties, and other charges are paid in full.

c. Late Payment Penalty. A late payment penalty of six percent (6%) per annum, will be assessed monthly on all debts, including any portion of the EPA Penalty, interest, penalties, and other charges, that remain delinquent more than ninety (90) days.

38. Late Penalty Actions. In addition to the amounts described in the prior Paragraph, if Respondent fails to timely pay any portion of the EPA Penalty per this CAFO, EPA

may take additional actions. Such actions may take include, but are not limited to, the following.:

- a. refer the debt to a credit reporting agency, a collection agency, or request that the Attorney General bring civil action in the appropriate United States District Court (in which the validity, amount, and appropriateness of the EPA Penalty and of this CAFO shall not be subject to review) to recover the full remaining balance, which may include the original penalty, enforcement and collection expenses, nonpayment penalty and interest, 15 U.S.C. § 2615(a) and 40 C.F.R. §§ 13.13 and 13.14;
- b. collect the above-referenced 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, 40 C.F.R. Part 13, Subparts C and H; and
- c. suspend or revoke Respondent's licenses or other privileges or suspend or disqualify Respondent from doing business with EPA or engaging in programs EPA sponsors or funds, 40 C.F.R. § 13.17.

Additional Terms of Settlement

39. The provisions of this CAFO shall apply to and be binding upon Respondent and its officers, directors, employees, agents, trustees, servants, authorized representatives, successors and assigns. Respondent shall ensure that all contractors, employees, consultants, firms, or other persons or entities acting for Respondent with respect to matters included herein comply with the terms of this CAFO.

40. Any change in the legal status of the Respondent, or change in ownership, partnership, corporate or legal status relating to the company will not in any way alter Respondent's obligations and responsibilities under this CAFO.

41. By signing this CAFO, Respondent acknowledges that this CAFO will be available to the public and agrees that this CAFO does not contain any confidential business information. See 40 C.F.R. Part 2, Subpart B (Confidentiality of Business Information).

42. By signing this CAFO, Respondent certifies that the information it has supplied concerning this matter was at the time of submission, and is, truthful, accurate, and complete for each submission, response, and statement. Respondent acknowledges that there are significant penalties for submitting false or misleading information, including the possibility of fines and imprisonment for knowing submission of such information, under 18 U.S.C. § 1001.

43. By signing this CAFO, Respondent certifies that it is presently in compliance with all requirements of TSCA and its implementing regulations.

44. By signing this CAFO, the undersigned representative of Respondent certifies that it is fully authorized to execute and enter into the terms and conditions of this CAFO and has the legal capacity to bind the party it represents to this CAFO.

45. Respondent and EPA agree to the use of electronic signatures for this matter. EPA and Respondent consent to service of a final order by email at the following valid email addresses: george.elizabeth.a@epa.gov (for EPA) and fitzpatrick.timmery@cleanharbors.com (for Respondent).

46. Respondent specifically waives its right to seek reimbursement of its costs and attorney's fees under 5 U.S.C. § 504 and 40 C.F.R. Part 17.

G. EFFECT OF CONSENT AGREEMENT AND RESERVATION OF RIGHTS

47. In accordance with 40 C.F.R. § 22.18(c), completion of the terms of this CAFO resolves only Respondent's liability for federal civil penalties for the violations and facts alleged in Sections D and E above. Complainant reserves the right to take any enforcement action with respect to any other violations of TSCA or any other applicable law.

48. The terms, conditions and 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.

49. Penalties paid pursuant to this CAFO shall not be deductible for purposes of Federal, State, and local taxes.

50. Any violation of the included Final Order may result in a civil judicial action for an injunction or civil penalties as provided in Section 15(a) of the Act, 15 U.S.C. § 2615(a) and adjusted for inflation pursuant to 40 C.F.R. Part 19, as well as criminal sanctions as provided in Section 15(a) of the Act, 15 U.S.C. § 2615(b). EPA may use any information submitted under this CAFO in an administrative, civil judicial, or criminal action.

51. Nothing in this CAFO shall relieve Respondent of the duty to comply with all applicable provisions of the Act and other federal, state, or local laws or statutes, nor shall it restrict EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on, or a determination of, any issue related to any federal, state, or local permit. EPA does not, by its consent to the entry of this CAFO, warrant or aver in any manner that Respondent's compliance with any aspect of this CAFO will result in compliance

with provisions of TSCA, 15 U.S.C. § 2601 *et seq.*, or with any other provisions of federal, state, or local laws, regulations, or permits.

52. Nothing herein shall be construed to limit the power of EPA to undertake any action against Respondent or any person in response to conditions that may present an imminent and substantial endangerment to the public health, welfare, or the environment.

53. If and to the extent EPA finds, after signing this CAFO, that any information provided by Respondent was materially false or inaccurate at the time such information was provided to EPA, EPA reserves any and all of its legal and equitable rights.

H. EFFECTIVE DATE

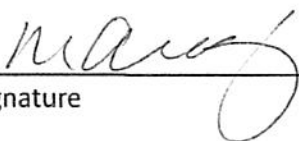
54. Respondent and Complainant agree to the issuance of the included Final Order. Upon filing, EPA will transmit a copy of the filed CAFO to Respondent. This CAFO shall become effective after execution of the Final Order by the Regional Judicial Officer on the date of filing with the Regional Hearing Clerk. Unless otherwise stated, all time periods stated herein shall be calculated in calendar days from such date. This CAFO shall terminate upon Respondent's payment of the civil penalty required by Paragraph 34.

The foregoing Consent Agreement In the Matter of Clean Harbors LaPorte, LLC Docket No. TSCA-06-2025-6196, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:

CLEAN HARBORS LAPORTE, LLC

Date: 9/27/25


Signature

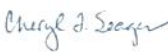
Michael Criswell
Print Name

SVP Facilities Compliance & Government Affairs
Title

FOR COMPLAINANT:

U.S. ENVIRONMENTAL PROTECTION AGENCY

Date: October 1, 2025


Digitally signed by
CHERYL SEAGER
Date: 2025.10.01 09:02:54
-05'00'

Cheryl T. Seager
Director
Enforcement and
Compliance Assurance Division
U.S. EPA, Region 6

FINAL ORDER

Pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a), and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits, 40 C.F.R. Part 22, the foregoing Consent Agreement resolving this matter is hereby ratified and incorporated by reference into this Final Order.

Clean Harbors LaPorte, LLC is ORDERED to comply with all of the terms of the Consent Agreement. In accordance with 40 C.F.R. § 22.31(b), the effective date of the foregoing Consent Agreement and this Final Order is the date on which this Final Order is filed with the Regional Hearing Clerk.

This Final Order shall resolve only those causes of action alleged in the Consent Agreement. Nothing in this Final Order shall be construed to waive, extinguish, or otherwise affect Respondents' (or its officers, agents, servants, employees, successors, or assigns) obligation to comply with all applicable federal, state, and local statutes and regulations, including the regulations that were the subject of this action.

IT IS SO ORDERED.

Dated _____

**THOMAS
RUCKI**

Digitally signed by
THOMAS RUCKI
Date: 2025.10.01
19:52:09 -04'00'

Thomas Rucki
Regional Judicial Officer, Region 6

CERTIFICATE OF SERVICE

I certify that a true and correct copy of the foregoing Consent Agreement and Final Order was filed with me, the Regional Hearing Clerk, U.S. EPA - Region 6, 1201 Elm Street, Suite 500, Dallas, Texas 75270-2102, and that I sent a true and correct copy on this day in the following manner to the email addresses:

Copy via Email to Complainant:

George.Elizabeth.A@epa.gov

Copy via Email to Respondent:

Fitzpatrick.Timmery@cleanharbors.com

Timmery Fitzpatrick
Clean Harbors LaPorte, LLC
P.O. Box 9149
42 Longwater Drive
Norwell, MA 02061-9149

LORENA
VAUGHN

Digitally signed by
LORENA VAUGHN
Date: 2025.10.02
10:42:41 -05'00'

Regional Hearing Clerk
U.S. EPA, Region 6