

BEFORE THE UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION III

In the Matter of:	:	U.S. EPA Docket No. TSCA-03-2016-0029
	:	
FCC Environmental, LLC, Now Known as HCC Corporation, LLC 2175 Point Blvd. - Suite 375 Elgin, IL 60123-9211	:	
	:	Proceeding under Sections 15 and 16 of the Toxic Substances Control Act, 15 U.S.C. §§ 2614 and 2615
and	:	
	:	
Heritage-Crystal Clean, LLC 2175 Point Blvd. - Suite 375 Elgin, IL 60123-9211	:	
	:	
	:	
Respondents.	:	
	:	
5800 Farrington Avenue Alexandria, Virginia 22304,	:	
	:	
Facility.	:	

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CONSENT AGREEMENT

I. PRELIMINARY STATEMENT

1. This Consent Agreement is entered into by: the Director of the Land and Chemicals Division, U. S. Environmental Protection Agency, Region III ("Complainant"); and FCC Environmental, LLC ("FCCE"), now known as HCC Corporation, LLC, through its successor-in-interest, Heritage-Crystal Clean, LLC ("HCC") (collectively "Respondents"), pursuant to the authority vested in the Administrator of the U.S. Environmental Protection Agency ("EPA") by Sections 15 and 16 of the Toxic Substances Control Act ("TSCA"), 15 U.S.C. §§ 2614 and 2615, 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 ("Consolidated Rules of Practice"), with specific reference to 40 C.F.R §§ 22.13(b) and 22.18(b)(2) and (3). This Consent Agreement and the accompanying Final Order (collectively referred to herein as the "CAFO") resolve violations of TSCA and of the regulations implementing TSCA Section 6(e), 15 U.S.C. § 2605(c), as set forth in 40 C.F.R. Part 761, entitled "Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions" (hereinafter, the "PCB Regulations").

2. The violations cited herein pertain to the alleged failure of the Respondents to comply with PCB Regulations promulgated pursuant to TSCA Section 6(e), 15 U.S.C. § 2605(e), governing the prohibition of, and the requirements for, the manufacture, processing, distribution in commerce, use and disposal of polychlorinated biphenyls ("PCBs") and PCB Items at a facility located at 5800 Farrington Avenue, Alexandria, Virginia 22304. The regulations cited herein are the PCB Regulations, as revised on July 1, 2013.

II. GENERAL PROVISIONS

3. For purposes of this proceeding, Respondents admit the jurisdictional allegations set forth in this CAFO.
4. Respondents neither admit nor deny the factual allegations and legal conclusions set forth in Section III ("EPA Findings of Fact and Conclusions of Law") of this CAFO.
5. Respondents agree not to contest the jurisdiction of EPA with respect to the execution of this Consent Agreement, the issuance of the attached Final Order, or the enforcement of this CAFO.
6. For purposes of this proceeding only, Respondents hereby expressly waive any right to contest any issue of law or fact set forth in this Consent Agreement and any right to appeal the accompanying Final Order.
7. Respondents consent to the issuance of this CAFO and agrees to comply with its terms and conditions.
8. Each Party shall bear its own costs and attorney's fees.

III. EPA FINDINGS OF FACT AND CONCLUSIONS OF LAW

9. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant alleges and adopts the findings of fact and conclusions of law set forth immediately below.
10. TSCA Section 15(1)(C), 15 U.S.C. § 2614(1)(C), provides that it shall be unlawful for any person to fail or refuse to comply with any rule promulgated or order issued under TSCA Sections 5 or 6, 15 U.S.C. §§ 2604 or 2605.
11. TSCA Section 15(1)(B), 15 U.S.C. § 2614(1)(B), provides that it shall be unlawful for any person to fail or refuse to comply with any requirement prescribed by TSCA Sections 5 or 6, 15 U.S.C. §§ 2604 or 2605.
12. FCCE is a Limited Liability Company organized in Delaware with headquarters located at 2175 Point Blvd. Ste. 375, Elgin, IL 60123-9211.
13. HCC is a Limited Liability Company organized in Indiana with offices located at 2175 Point Blvd. - Suite 375, Elgin, IL 60123-9211.

14. HCC acquired all of the membership interests of FCCE from Dedaldo Patrimonial S.L.U. on October 16, 2014.
15. FCCE was, at all times relevant to violations alleged in this Consent Agreement, the operator and owner of the Facility.
16. HCC, as successor-in-interest to FCCE, is responsible for those actions, including violations of TSCA and of the PCB Regulations, which FCCE committed while operating the Facility.
17. On January 8, 2014, FCCE personnel collected 250 gallons of used oil from General Machine Shop's facility located at 6000 Columbia Park Road in Hyattsville, Maryland. General Machine Shop specializes in the repair of heavy equipment and older equipment for which parts are no longer available. The used oil collected from General Machine Shop's facility was placed in FCCE Truck No. 206 which already contained approximately 1600 gallons of other used oil already in that truck; the combined oil was then transported to the Facility.
18. The used oil in FCCE Truck No. 206 subsequently was transferred, by FCCE personnel, to Tank 7, a 15,000 gallon receiving and cooling tank, at the Facility. In accordance with FCCE's Waste Acceptance Plan and Working Procedure, FCCE retained a sample of used oil from the contents of FCCE Truck No. 206 prior to its transfer to Facility Tank 7 and this retained sample was analyzed in the Facility's lab on January 8, 2014. The FCCE laboratory technician mistakenly believed that the gas chromatograph results revealed the presence of elevated levels of chlorinated paraffins, rather than PCBs, and the FCCE Facility Plant Manager cleared the used oil in Tank # 7 for further processing and shipment. Later test results of the FCCE Truck No. 206 retained oil sample revealed that the PCB levels were approximately 4,700 ppm (PCB-1242), and that the used oil collected from the General Machine Shop waste oil tanks contained even larger concentrations of PCB-1242, which rendered the used oil "PCB waste," subject to TSCA's disposal requirements set forth at 40 C.F.R. Part 761, Subpart D.
19. Between January 9, 2014 and January 16, 2014, the PCB waste at the Facility was transferred from Tank 7 to two (2) 25,000 gallon finishing tanks (Tanks 10 and 11) at the Facility and mixed with other used oil contained in those tanks. The resultant PCB-used oil in Tanks 10 and 11, which contained PCBs at concentrations less than 50 ppm, was then transported by FCCE to the facilities of three (3) FCCE customers by truck and loaded onto one railcar for private carrier transport to a fourth client's facility for further refining, but was recalled by FCCE prior to reaching its destination. No PCB manifests were created for any of these four (4) shipments of PCB-used oil and FCCE failed to provide required notifications to EPA of its PCB waste handling activities.
20. On the basis of information collected from the Respondents and from other persons during the course of an investigation, Complainant has determined that FCCE violated TSCA Sections 6(e) and 15, 15 U.S.C. §§ 2605(e) and 2614, and applicable PCB Regulations, during the course of commercial activities performed and conducted by FCCE, or under its direction and control while operating the Facility.

21. Within 48 hours of the discovery of the incident, FCCE promptly identified the location of all PCB-used oil, which contained PCBs at concentrations of less than 50 ppm, and ensured that all tanks and equipment were locked down.
22. Within five days of the discovery of the incident, FCCE recovered all PCB-used oil, which contained PCBs at concentrations of less than 50 ppm, from customers' facilities and began cleaning the customers' tanks.
23. FCCE self-reported the PCB incident to Complainant on February 14, 2014.
24. FCCE promptly conducted a comprehensive remediation project which included: the decontamination of the all affected tanks, equipment, tank trucks, rail cars and customer tanks; incineration of the PCB-contaminated used oil; and submission of a 193 page *Closure Report* to EPA documenting all such actions.

COUNT I

*(Distribution in Commerce of PCB
Contaminated Oil on four (4) occasions)*

25. The allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
26. 40 C.F.R. § 761.20(c) provides, in pertinent part, that no person may process or distribute in commerce any PCB, or any PCB item regardless of concentration, for use within the United States without an exemption.
27. 40 C.F.R. § 761.3 defines the term "PCB" to mean "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."
28. "Distribution in commerce" is defined to mean "to sell, or the sale of, [a PCB] substance mixture, or article in commerce; to introduce or deliver for introduction into commerce, or the introduction or delivery for introduction into commerce of the substance, mixture, or article; or to hold or the holding of, the substance, mixture, or article after its introduction into commerce."
29. Pursuant to 40 C.F.R. § 761.20(c)(4), the general PCB distribution in commerce prohibition does not generally apply to PCBs or PCB Items with concentrations of less than 50 ppm that are distributed in commerce for purposes of disposal. However, 40 C.F.R. § 761.1(b)(5) prohibits the use of dilution to avoid the requirements of any regulation specifying a PCB concentration threshold.
30. 40 C.F.R. § 761.20(c)(2)(ii) also specifically provides that, "if any PCBs at a concentration of 50 ppm or greater have been added to [a] container or equipment [e.g. a tank], then the total container contents must be considered as having a PCB concentration of 50 ppm or greater for purposes of complying with the disposal requirements of this part."

31. From on or about January 9, 2014 through on or about January 16, 2014, FCCE personnel transported diluted PCB-used oil with an original source concentration of greater than 50 ppm PCBs, from the Facility to four (4) of its client's respective facilities without an exemption from that regulatory prohibition.
32. Respondents violated TSCA Section 15, 42 U.S.C. § 2614, and the requirements of 40 C.F.R. § 761.20(c) by and through FCCE's distribution in commerce of diluted PCB-used oil with an original source concentration of greater than 50 ppm PCBs, from its Facility to four (4) of its client's facilities from on or about January 9, 2014 through on or about January 16, 2014, as described in paragraphs 17 through 19, above, without obtaining an exemption from the PCB distribution in commerce prohibition.

COUNT II

*(Failure to Manifest for Four (4) Shipments
of PCB Contaminated Used Oil)*

33. The allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
34. 40 C.F.R. § 761.207(a) provides that "[a] generator who . . . offers for transport PCB waste for . . . off-site disposal . . . must prepare a manifest on EPA Form 8700-22 . . . according to the instructions included in the appendix of 40 CFR Part 262."
35. 40 C.F.R. § 761.210(a) requires that the generator of PCB waste must: "(1)[s]ign the manifest certification by hand; and (2) [o]btain the handwritten signature of the initial transporter and date of acceptance on the manifest; and (3) [r]etain one copy [of the manifest], in accordance with [40 C.F.R.] § 761.214(a)."
36. 40 C.F.R. § 761.210(b) further requires that the generator of PCB waste must: "give transporter the remaining copies of the manifest."
37. FCCE was the "generator" of the PCB wastes (i.e., the diluted PCB-used oil with an original source concentration of greater than 50 ppm PCBs) that it offered for transport from the Facility to each of four (4) customer facilities on or about January 9, 2014 through on or about January 16, 2014, as previously described in paragraphs 17 through 19, above.
38. Respondents violated TSCA Section 15, 42 U.S.C. § 2614, and the requirements of 40 C.F.R. § 761.207(a), by and through FCCE's failure to prepare, sign, date and obtain the transporter's signature on, and provide copies to the transporter of, an EPA Form 8700-22 manifest when it offered each of four (4) shipments of diluted PCB-used oil, with an original source concentration of greater than 50 ppm PCBs, for transport away from its Facility to the facilities of four (4) of its clients on or about January 9, 2014 through on or about January 16, 2014.

COUNT III

(Failure to Notify as a Transporter)

39. The allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
40. 40 C.F.R. § 761.205(a)(2) requires that transporters, among other covered persons, who first engage in PCB waste handling activities after February 5, 1990, must notify EPA of their PCB waste activities by filing EPA Form 7710-53 with EPA prior to engaging in PCB waste handling activities.
41. On January 8, 2014, FCCE accepted and transported to its Facility PCB-waste from the General Machine Shop facility as described in Paragraph 17, above.
42. Between on or about January 9, 2014 and January 16, 2014, FCCE mixed the PCB waste that it accepted from the General Machine Shop facility with other used oil at its Facility and, as a result of such mixing and dilution, FCCE generated significant quantities of PCB-waste in Tank 7 and generated PCB-used oil, with an original source concentration greater than 50 ppm PCBs, in Tanks 10 and 11 at the Facility.
43. From on or about January 9, 2014 through on or about January 16, 2014, as previously described in paragraph 18, 19, and 42, above, FCCE personnel subsequently offered for transport the PCB-used oil, with an original source concentration greater than 50 ppm PCBs, that it generated at its Facility, from its Facility to each of four (4) client facilities.
44. Prior to January 8, 2014, FCCE failed to file EPA Form 7710-53 or to otherwise notify EPA of its PCB waste transportation activities described in paragraphs 17 through 19 and 38, above.
45. Respondents violated TSCA Section 15, 42 U.S.C. § 2614, and the requirements of 40 C.F.R. § 761.205(a)(2) by and through FCCE's failure to file EPA Form 7710-53, or to otherwise notify EPA, prior to engaging in each of the PCB waste handling and transportation activities described in paragraphs 17-19, and 38, above.

COUNT IV

(Failure to Notify as a Generator)

46. The allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
47. 40 C.F.R. § 761.205(a)(2) requires that generators, among other covered persons, who first engage in PCB waste handling activities after February 5, 1990, must notify EPA of their PCB waste activities by filing EPA Form 7710-53 with EPA prior to engaging in PCB waste handling activities.
48. On January 8, 2014, FCCE accepted from the General Machine Shop facility and transported to its Facility PCB waste.

49. FCCE subsequently mixed the PCB waste that it accepted from the General Machine Shop facility with other used oil at the Facility and, as a result of such mixing and dilution, FCCE generated additional PCB waste in Tank 7 and generated PCB used oil, with an original source concentration greater than 50 ppm PCBs, in Tanks 10 and 11 at the Facility as described in paragraphs 17 through 19, above.
50. Prior to January 8, 2014, FCCE failed to file EPA Form 7710-53 or to otherwise notify EPA of the PCB waste generation activities described in the two preceding paragraphs.
51. Respondents violated TSCA Section 15, 42 U.S.C. § 2614, and the requirements of 40 C.F.R. § 761.205(a)(2) by and through FCCE's failure to file EPA Form 7710-53, or to otherwise notify EPA, prior to engaging in each of the PCB waste generation activities described in paragraphs 17-19, and 49, above.

IV. CIVIL PENALTY

52. In satisfaction of all civil claims for penalties which Complainant may have under Section 16(a) of TSCA, 15 U.S.C. § 2615(a), for the specific violations alleged in this Consent Agreement, Respondents agree to pay a civil penalty in the amount of One Hundred and Eight Thousand Four Hundred Ninety-Six Dollars (\$108,496.00), in accordance with the provisions set forth below. The civil penalty shall become due and payable immediately upon the Respondents' receipt of true and correct copies of the CAFO. In order to avoid the assessment of interest, administrative costs and late payment penalties in connection with such civil penalty, the Respondents must pay such civil penalty no later than thirty (30) calendar days after the date on which this CAFO is mailed or hand-delivered to the Respondents.
53. The aforesaid settlement amount is consistent with the provisions and objectives of TSCA and 40 C.F.R. Part 761. Complainant has determined the appropriate penalty for the violations identified and described in this Consent Agreement based upon consideration of a number of factors, including the applicable penalty criteria set forth in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), *i.e.*, the nature, circumstances, extent, and gravity of the violations and, with respect to the violators, ability to pay, effect on ability to continue to do business, any history of prior such violations, degree of culpability, and such other factors as justice may require. These factors were applied to the particular facts and circumstances of this case with specific reference to EPA's *Polychlorinated Biphenyls Penalty Policy* (April 9, 1990). Complainant also has considered the appropriate *Adjustment of Civil Monetary Penalties for Inflation*, pursuant to 40 C.F.R. Part 19, and the November 16, 2009 Memorandum by EPA Office of Civil Enforcement, Waste and Chemical Enforcement Division Director Rosemarie A. Kelley, entitled *Adjusted Penalty Matrices based on the 2008 Civil Monetary Penalty Inflation Adjustment Rule*.
54. Payment of the One Hundred and Eight Thousand Four Hundred Ninety-Six Dollars (\$108,496.00) civil penalty amount shall be made by either cashier's check, certified check, or electronic wire transfer in the following manner:

- a. All payments by Respondents shall reference each Respondent's name and address, and the Docket Number of this action, *i.e.*, TSCA-03-2016-0029;
- b. All checks shall be made payable to "United States Treasury";
- c. All payments made by check and sent by regular mail shall be addressed and mailed to:

U.S. Environmental Protection Agency
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000

Customer Service Contact: (513) 487-2091

- d. All payments made by check and sent by overnight delivery service shall be addressed and mailed to:

U.S. Environmental Protection Agency
Cincinnati Finance Center
Government Lockbox 979077
1005 Convention Plaza
Mail Station SL-MO-C2-GL
St. Louis, MO 63101

Contact: (314) 418-1818

- e. All payments made by check in any currency drawn on banks with no USA branches shall be addressed for delivery to:

Cincinnati Finance
US EPA, MS-NWD
26 W. M.L. King Drive
Cincinnati, OH 45268-0001

55. Respondents may also pay the civil penalty electronically or on-line as follows:

- a. All payments made by electronic wire transfer shall be directed to:

Federal Reserve Bank of New York
ABA: 021030004
Account Number: 68010727
SWIFT Address: FRNYUS33
33 Liberty Street
New York, NY 10045

(Field Tag 4200 of the wire transfer message should read:
"D 68010727 Environmental Protection Agency")

- b. All electronic payments made through the automated clearinghouse (ACH), also known as Remittance Express (REX), shall be directed to:

US Treasury REX/Cashlink ACH Receiver
ABA: 051036706
Account Number: 310006, Environmental Protection Agency
CTX Format Transaction Code 22 - Checking

Physical location of U.S. Treasury facility:
5700 Rivertech Court
Riverdale, MD 20737
Contact: Remittance Express (REX): 1-866-234-5681

- c. On-Line Payment Option:

WWW.PAY.GOV/PAYGOV

Enter sfo 1.1 in the search field. Open and complete the form.

- d. Additional payment guidance is available at:

<http://www2.epa.gov/financial/makepayment>

56. A copy of Respondents' check or a copy of Respondents' electronic transfer shall be sent simultaneously to:

Jeffrey S. Nast, Esq.
Sr. Assistant Regional Counsel
Office of Regional Counsel
U.S. EPA, Region III (3RC30)
1650 Arch Street
Philadelphia, PA 19103-2029

and

Lydia Guy
Regional Hearing Clerk
U.S. EPA, Region III (3RC00)
1650 Arch Street
Philadelphia, PA 19103-2029.

57. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, EPA is entitled to assess interest, administrative costs, and late payment penalties on outstanding debts owed to the United States and a charge to cover the costs of processing and handling a delinquent claim, as more fully described below. Accordingly, any Respondents' failure to make timely payment or to comply with the conditions in this Consent Agreement and the attached Final Order shall result in the assessment of late payment charges including interest, penalties, and/or administrative costs of handling delinquent debts.

58. Interest on the civil penalty assessed in this CAFO will begin to accrue on the date that a copy of this CAFO is mailed or hand-delivered to the Respondents. However, EPA will not seek to recover interest on any amount of the civil penalty that is paid within thirty (30) calendar days after the date on which such interest begins to accrue. Interest will be assessed at the rate of the United States Treasury tax and loan account rate in accordance with 40 C.F.R. § 13.11(a).
59. The costs of the EPA's administrative handling of overdue debts will be charged and assessed monthly throughout the period the debt is overdue. 40 C.F.R. § 13.11(b). Pursuant to Appendix 2 of EPA's *Resources Management Directives - Cash Management*, Chapter 9, EPA will assess a \$15.00 administrative handling charge for administrative costs on unpaid penalties for the first thirty (30) day period after the payment is due and an additional \$15.00 for each subsequent thirty (30) days the penalty remains unpaid.
60. A late penalty payment of six percent (6%) per year will be assessed monthly on any portion of the civil penalty which remains delinquent more than ninety (90) calendar days. 40 C.F.R. § 13.11(c). Should assessment of the penalty charge on the debt be required, it shall accrue from the first day payment is delinquent. 31 C.F.R. § 901.9(d).
61. Respondents agree not to deduct for federal tax purposes the civil monetary penalty specified in this Consent Agreement and the accompanying Final Order.

V. EFFECT OF SETTLEMENT

62. The settlement set forth in this CAFO shall constitute full and final satisfaction of all civil claims for penalties which Complainant may have against the Respondents under TSCA Section 6(e), 15 U.S.C. § 2605(e), for the specific violations alleged in Section III ("Findings of Fact and Conclusions of Law") above. Compliance with this CAFO shall not be a defense to any action commenced at any time for any other violation of the federal laws and regulations administered by EPA.

VI. OTHER APPLICABLE LAWS

63. Nothing in this CAFO shall relieve the Respondents of the obligation to comply with all applicable federal, state, and local laws and regulations.

VII. CERTIFICATION OF COMPLIANCE

64. Respondents certify to Complainant, by the signatures hereto, to the best of each Respondent's knowledge and belief, that each of them and the Facility currently are in compliance with all relevant provisions of TSCA Sections 6(e) and 15, 15 U.S.C. §§ 2605(e) and 2614, and of 40 C.F.R. Part 761, for which violations are alleged in this Consent Agreement.

VIII. RESERVATION OF RIGHTS

65. This Consent Agreement and the accompanying Final Order resolve only EPA's claims for civil monetary penalties for the specific violations alleged in Section III ("EPA Findings of Fact and Conclusions of Law") against the Respondents. EPA reserves the right to commence action against any person, including the Respondents, in response to any condition which EPA determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment. In addition, this settlement is subject to all limitations on the scope of resolution and to the reservation of rights set forth in Section 22.18(c) of the Consolidated Rules of Practice, 40 C.F.R. § 22.18(c). Further, EPA reserves any rights and remedies available to it under TSCA, the regulations promulgated thereunder, and any other federal laws or regulations for which EPA has jurisdiction, to enforce the provisions of this CAFO following its filing with the EPA Regional Hearing Clerk.

IX. NO RELEASES

66. Nothing in this CAFO shall constitute or be construed as a release of any of the Respondents from any claim, cause of action, or demand in law or equity by any person, firm, partnership, or corporation not bound by this CAFO for any liability relating in any way to the presence of PCBs at the Facility.

X. NO REIMBURSEMENTS

67. Respondents certify that they have not received and will not seek to receive reimbursement in the form of a credit in any other federal, state, or local enforcement action, or a grant, rebate, or any other payment or financial assistance from any governmental source for any of the expenses that it incurs to fulfill the terms of this CAFO.

XI. PARTIES BOUND

68. This Consent Agreement and the accompanying Final Order shall apply to and be binding upon the EPA, Respondents, and Respondents' successors, agents and assigns.

XII. EFFECTIVE DATE

69. The effective date of this Consent Agreement and the accompanying Final Order (which is signed by the Regional Administrator of EPA Region III, or his designee, the Regional Judicial Officer), shall be the date the Final Order is filed with the EPA Regional Hearing Clerk pursuant to the Consolidated Rules of Practice.

XIII. ENTIRE AGREEMENT

70. This Consent Agreement and the accompanying Final Order constitute the entire agreement and understanding of the parties regarding settlement of all claims pertaining to the specific violations alleged herein and there are no representations, warranties,

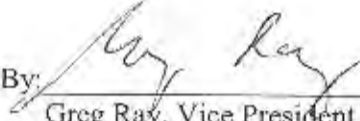
covenants, terms, or conditions agreed upon between the parties other than those expressed in this CAFO.

XIV. EXECUTION

71. The person signing this Consent Agreement on behalf of each of the Respondents acknowledges and certifies by his/her signature that he/she is fully authorized to enter into this Consent Agreement and to legally bind such Respondent(s) to the terms and conditions of this Consent Agreement and the accompanying Final Order.

For Respondent FCC Environmental, LLC:

Date: _____

By: 
Greg Ray, Vice President
FCC Environmental, LLC, now known as
HCC Corporation, LLC

For Respondent Heritage-Crystal Clean, LLC:

Date: _____

By: 
Greg Ray, Chief Operating Officer
Heritage-Crystal Clean, LLC


For Complaint:

Date: 4/14/2016

By: 
Jeffrey S. Nast
Sr. Asst. Regional Counsel
U.S. EPA, Region III

Accordingly, I hereby recommend that the Regional Administrator, or his designee, the Regional Judicial Officer, issue the attached Final Order.

Date: 5.9.16

By: 
John A. Armistead, Director
Land and Chemicals Division
U.S. EPA, Region III

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029

In the Matter of: : U.S. EPA Docket No. TSCA-03-2016-0029
:
FCC Environmental, LLC, Now Known :
as HCC Corporation, LLC :
2175 Point Blvd. - Suite 375 :
Elgin, IL 60123-9211 : Proceeding under Sections 15 and 16 of
:
and : the Toxic Substances Control Act,
:
Heritage-Crystal Clean, LLC : 15 U.S.C. §§ 2614 and 2615
:
2175 Point Blvd. - Suite 375 :
Elgin, IL 60123-9211 :
:
Respondents. :
:
5800 Farrington Avenue
Alexandria, Virginia 22304,

Facility.

FINAL ORDER

The Director, Land and Chemicals Division, U.S. Environmental Protection Agency - Region III ("Complainant") and FCC Environmental, LLC, now known as HCC Corporation, LLC, through its successor-in-interest Heritage-Crystal Clean, LLC ("Respondents"), have executed a document entitled "Consent Agreement" which I hereby ratify as a Consent Agreement in accordance with the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits ("Consolidated Rules of Practice"), 40 C.F.R. Part 22. The terms of the foregoing Consent Agreement are accepted by the undersigned and incorporated herein as if set forth at length.

NOW THEREFORE, pursuant to Sections 15 and 16 of TSCA, 15 U.S.C. §§ 2614 and 2615, and the Consolidated Rules of Practice, and upon representations in the Consent Agreement that the penalty agreed to therein is based upon a consideration of the factors set forth in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), and the Consolidated Rules of Practice, Respondents FCC Environmental, LLC and Heritage-Crystal Clean, LLC are hereby ordered to pay a total civil penalty of **One Hundred and Eight Thousand Four Hundred**

*In the Matter of: FCC Environmental, LLC
Heritage-Crystal Clean, LLC*

*Consent Agreement
Docket No. TSCA-03-2016-0029*

Ninety-Six Dollars (\$108,496.00), as set forth in Section IV of the Consent Agreement, and to comply with the terms and conditions of the Consent Agreement.

The effective date of this document is the date on which it is filed with the Regional Hearing Clerk after signature by the Regional Administrator or Regional Judicial Officer.

Date: 5-24-16



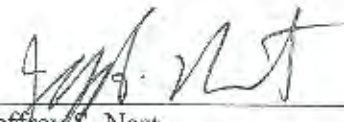
Heather Gray
Regional Judicial Officer
U.S. EPA, Region III

CERTIFICATE OF SERVICE

I certify that on the date noted below, I sent by Overnight Delivery Service, a copy of the Consent Agreement and Final Order, In Re: FCC Environmental, LLC Heritage-Crystal Clean, LLC TSCA-03-2016-0029, to the person and address listed below. The original Consent Agreement and Final Order were hand-delivered to the Regional Hearing Clerk, U.S. EPA Region III.

**Margaret Hill, Esq.
Blank Rome, LLP
130 North 18th Street
One Logan Square
Philadelphia, PA 19103-2757**

Dated: 5/24/16



Jeffrey S. Nast
Sr. Assistant Regional Counsel
Office of Regional Counsel
EPA, Region III
1650 Arch Street
Philadelphia, PA 19103-2029