

EPA ENFORCEMENT ACCOUNTS RECEIVABLE CONTROL NUMBER FORM FOR ADMINISTRATIVE ACTIONS

This form was originated by Wanda I. Santiago for Timothy M. Conway 5/5/16
Name of Case Attorney Date

in the ORC (RAA) at 918-1113
Office & Mail Code Phone number

Case Docket Number TSCA-01-2016-0002

Site-specific Superfund (SF) Acct. Number _____

This is an original debt This is a modification

Name and address of Person and/or Company/Municipality making the payment:

Raymond Grazcyk
NLR Inc.
250 East Main Street
East Windsor, CT 06074

Total Dollar Amount of Receivable \$ 23,000 Due Date: 6/5/16

SEP due? Yes No Date Due _____

Installment Method (if applicable)

INSTALLMENTS OF:
1ST \$ _____ on _____
2ND \$ _____ on _____
3RD \$ _____ on _____
4TH \$ _____ on _____
5TH \$ _____ on _____

For RHC Tracking Purposes:

Copy of Check Received by RHC _____ Notice Sent to Finance _____

TO BE FILLED OUT BY LOCAL FINANCIAL MANAGEMENT OFFICE:

IFMS Accounts Receivable Control Number _____

If you have any questions call: _____
in the Financial Management Office Phone Number



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
NEW ENGLAND REGION

May 5, 2016

Wanda Santiago
Paralegal/Regional Hearing Clerk
U.S. Environmental Protection Agency
Region I
5 Post Office Square
Boston, Massachusetts 02109



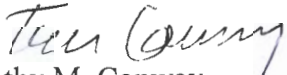
Re: NLR, Inc., Respondent
Docket No. TSCA-01-2016-0002

Dear Ms. Santiago:

Enclosed for filing in the above-referenced matter, please find the original and one copy of the executed Consent Agreement and Final Order in this matter.

Thank you for your assistance in this matter.

Very truly yours,


Timothy M. Conway
Senior Enforcement Counsel

Enclosures

cc:
Mark Sussman, Esquire



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
NEW ENGLAND REGION

May 5, 2016

Wanda Santiago
Paralegal/Regional Hearing Clerk
U.S. Environmental Protection Agency
Region I
5 Post Office Square
Boston, Massachusetts 02109

RECEIVED

MAY 05 2016

EPA ORC *WS*
Office of Regional Hearing Clerk

Re: NLR, Inc., Respondent
Docket No. TSCA-01-2016-0002

Dear Ms. Santiago:

Enclosed for filing in the above-referenced matter, please find the original and one copy of the executed Consent Agreement and Final Order in this matter.

Thank you for your assistance in this matter.

Very truly yours,

A handwritten signature in cursive script that reads "Timothy M. Conway".

Timothy M. Conway
Senior Enforcement Counsel

Enclosures

cc:

Mark Sussman, Esquire

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1

)
IN THE MATTER OF)
NLR, Inc.)
250 East Main Street) Docket No. TSCA 01-2016-0002
East Windsor, CT 06088)
)
Proceeding under Section)
16(a) of the Toxic Substances Control Act)
_____)

CONSENT AGREEMENT

A. PRELIMINARY STATEMENT

1. This is an administrative penalty assessment proceeding brought under Section 16(a) of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. §2615(a), and Sections 22.13 and 22.18 of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (“Consolidated Rules”), as codified at 40 C.F.R. Part 22.
2. Complainant is the United States Environmental Protection Agency, Region 1 (the “EPA”). On the EPA’s behalf, Joanna Jerison, Legal Enforcement Manager, Office of Environmental Stewardship, is delegated the authority to settle civil administrative penalty proceedings under Section 16(a) of TSCA.
3. Respondent is NLR Inc. Respondent is a “person” as defined in 40 C.F.R. § 761.3.
4. Complainant and Respondent, having agreed that settlement of this action is in the public interest, consent to the entry of this consent agreement (“Consent Agreement” or “Agreement”) and the attached final order (“Final Order” or

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MAY 05 2016
EPA ORC WS
Office of Regional Hearing Clerk

“Order”) without adjudication of any issues of law or fact herein, and Respondent agrees to comply with the terms of this Consent Agreement and Final Order.

B. JURISDICTION

5. This Consent Agreement is entered into under Section 16(a) of TSCA 15 U.S.C. § 2615(a), and the Consolidated Rules, 40 C.F.R. Part 22.
6. This Consent Agreement simultaneously commences and concludes the cause of action described herein, pursuant to 40 C.F.R. §§ 22.13(b) and 22.18(b). 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).

C. ALLEGED VIOLATIONS OF LAW

7. Respondent owns and operates the NLR, Inc. facility at 250 East Main Street, East Windsor, Connecticut (the “Facility”). Respondent’s Facility is a Solid Waste Volume Reduction Facility permitted by the Connecticut Department of Energy and Environmental Protection.
8. On or about April 8, 2015, EPA inspected the Facility. EPA’s inspection documented the following:
 - a. PCB ballasts were stored in eight “Gaylords” (for purposes of this Consent Agreement and Final Order, a Gaylord is equivalent to approximately 4, 55-gallon drums, and/or 1 cubic yard) and eight 55-gallon drums. Each Gaylord was stored on a pallet, dated with an accumulation date and the weight of the full container. The accumulation date and weight listed on the Gaylords were as follows:

WEIGHT IN POUNDS	ACCUMULATION DATE
3,384	2/20/15
3,351	2/18/15
4,015	1/30/15
3,052	12/1/14
3,508	7/10/14
3,841	7/17/14
4,091	8/12/14
4,339	10/30/14

- b. The Gaylords and drums were not labelled with an out-of-service date.
9. On April 29, 2015, EPA provided Respondent with a Preliminary Notification of Noncompliance (“PNN”), specifying the inspection findings described immediately above in Paragraph 8.
 10. On June 2, 2015, Respondent submitted to EPA its response to the PNN, in which Respondent did not contest any of the EPA inspection findings, but described activities Respondent was taking at the time of the response.
 11. Pursuant to 40 C.F.R. 761.50(c), any person who holds PCB waste must store it in accordance with 40 C.F.R. 761.65.
 12. Respondent is in the business of providing fluorescent lamp and universal waste recycling services and as part of such business, Respondent accepts and stores

fluorescent lamp ballasts, including ballasts containing PCBs. Therefore, Respondent is a “commercial storer of PCB waste” as that term is defined in 40 C.F.R. 761.3.

13. Pursuant to 40 C.F.R. §§ 761.3 and 761.65(d), if a facility’s storage of PCB waste generated by others exceeds a total of 500 gallons, or 1.89 cubic meters, of liquid and/or non-liquid material containing PCBs at regulated levels, the owner or operator is required to seek EPA approval as a commercial storer of PCB waste. Respondent, as of April 2015, was storing in excess of 500 gallons, or 1.89 cubic meters, of liquid and/or non-liquid material containing PCBs at regulated levels. As of April 2015, Respondent had not received EPA approval as a commercial storer of PCB waste. Accordingly, Respondent, as of April 2015, was in violation of 40 C.F.R. § 761.65(d).
14. Pursuant to 40 C.F.R. § 761.65(b)(1)(ii), PCB waste must not be stored for greater than 30 days in an area that does not provide secondary containment. At the time of EPA’s April 8, 2015 inspection, Respondent was storing PCB waste in eight Gaylords, and eight 55-gallon drums, for greater than 30 days in an area that did not provide secondary containment. Accordingly, Respondent, as of April 2015, was in violation of 40 C.F.R. § 761.65(b)(1)(ii).
15. Pursuant to 40 C.F.R. § 761.65(c)(8), PCB Items must be dated with the date the items were removed from service for disposal. As of EPA’s April 8, 2015 inspection, there were PCB Items at the Facility that were not dated with the date the items were removed from service for disposal. Accordingly, Respondent, as of April 2015, was in violation of 40 C.F.R. § 761.65(c)(8).

D. TERMS OF CONSENT AGREEMENT

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

Respondent:

- (a) admits that the EPA has jurisdiction over the subject matter alleged in this Agreement;
- (b) neither admits nor denies the specific factual allegations of Section C of this Agreement;
- (c) consents to the assessment of a civil penalty as stated below;
- (d) consents to the issuance of the specified compliance or corrective action order;
- (e) consents to the conditions specified in this Agreement;
- (f) waives any right to contest the alleged violations of law set forth in Section C of this Agreement; and
- (g) waives its rights to appeal the Order accompanying this Agreement.

17. For the purpose of this proceeding, Respondent:

- (a) acknowledges that this Agreement constitutes an enforcement action for purposes of considering Respondent's compliance history in any subsequent enforcement actions;
- (b) waives any and all remedies, claims for relief and otherwise available rights to judicial or administrative review that Respondent may have with respect to any issue of fact or law set forth in this Order;
- (c) consents to personal jurisdiction in any action to enforce this Agreement or Order, or both, in the United States District Court for the District of

- Connecticut; and
- (d) 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 penalty provisions of the Agreement or Order, or both, and agrees that federal law shall govern in any such civil action.

18. Penalty Payment

- (a) EPA has compromised the maximum civil penalty of \$37,500 per day per violation authorized in this matter, applying the factors set forth in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), and the 1990 Polychlorinated Biphenyls (PCB) Penalty Policy issued by EPA, considering the circumstances of the violation and the culpability of the violator. Pursuant to TSCA § 16(a)(1)(C), 15 U.S.C. § 2615(a)(1)(C), EPA may compromise, modify, or remit, with or without conditions, any civil penalty which may be imposed under this subsection.
- (b) In light of the particular facts and circumstances of this matter, with specific reference to the statutory factors of Section 16(a) of TSCA, 15 U.S.C. § 2615(a), EPA has determined that it is fair and proper to assess a civil penalty for the violations alleged in Section C of this Agreement in the total amount of twenty three thousand dollars (\$23,000).
- (c) Respondent agrees to pay the civil penalty of \$23,000 (“EPA Penalty”) in twelve monthly payments according to the schedule identified in subparagraph (d) immediately below.

- (d) Respondent shall pay the EPA Penalty, and interest, according to the following schedule:
- i. Within 30 calendar days of the Effective Date of this Agreement, Respondent shall pay \$1,000; and ii. Thereafter, each month for the next eleven months, Respondent shall pay \$2,040.
- (e) Respondent agrees to make each payment by submitting a bank, cashier's, or certified check, or by wire transfer. A check shall be payable to the order of the "Treasurer, United States of America." The payment shall be remitted as follows:

If by regular U.S. Mail:

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

If by any overnight commercial carrier:

U.S. Bank
1005 Convention Plaza
Mail Station SL-MO-C2GL
St. Louis, Missouri 63101

If submitted by wire transfer:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, NY 10045

Respondent shall note the case name and docket number of this action on each check/wire transfer and in an accompanying cover letter, and shall simultaneously provide copies of the check/wire transfer and cover letter to:

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region I
5 Post Office Square
Suite 100, Mail Code ORA18-1
Boston, MA 02109-3912

and

Timothy M. Conway
Senior Enforcement Counsel
U.S. Environmental Protection Agency, Region I
5 Post Office Square
Suite 100, Mail Code OES4-03
Boston, MA 02109

- (f) If Respondent fails to make any payment required by Paragraph 18(d) by the required due date, the total penalty amount of \$23,000 plus all accrued interest (less payments already made), shall become due immediately to the United States upon such failure. Then, interest as calculated under Paragraph 19 shall continue to accrue on any unpaid amounts until the total amount due has been received by the United States. Respondent shall be liable for such amount regardless of whether EPA has notified Respondent of its failure to pay or made a demand for payment. All payments to the United States under this Paragraph shall be made by cashier's or certified check or wire transfer as described in Paragraph 18(e).

19. If Respondent fails to timely pay any portion of the penalty assessed under this Agreement, the EPA may:

- (a) request the Attorney General to bring a civil action in an appropriate district court to recover the amount assessed, plus interest at currently prevailing rates from the date of the Final Order pursuant to Section 16(a)(4) of TSCA, 15 U.S.C. § 2615(a)(4). Pursuant to 31 U.S.C. § 3717, EPA is entitled to assess interest and penalty on debts owed to the United States and a charge to cover the costs of processing and handling a delinquent claim. Interest will therefor begin to accrue on a civil or stipulated penalty if it is not paid by the last date required. Interest will be assessed at the rate of the U.S. Treasury tax and loan rate in accordance with 31 C.F.R. § 901.9(b)(2). A charge will be assessed to cover the cost of debt collection, including processing and handling costs and attorney's fees. In addition, a non-payment penalty charge of six (6) percent per year compounded annually will be assessed on any portion of the debt which remains delinquent more than ninety (90) days after payment is due. Any such non-payment penalty charge on the debt will accrue from the date the penalty payment becomes due and is not paid, in accordance with 31 C.F.R. § 901.9(d).
- (b) report the debt to a credit reporting agency or use a collection agency pursuant to 40 C.F.R. §§ 13.13 and 13.14;
- (c) 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, 40 C.F.R. Part 13, Subparts C and H; and

- (d) suspend or revoke Respondent's licenses or other privileges granted by EPA; or suspend or disqualify Respondent from doing business with the EPA or engaging in programs the EPA sponsors or funds, 40 C.F.R. § 13.17.

20. Conditions. As a condition of settlement, Respondent certifies that it has corrected the alleged violations cited in this CAFO and that it is now operating in compliance with the requirements of TSCA and 40 C.F.R. Part 761. Respondent specifically certifies that, for five years from the Effective Date of this CAFO (the "Condition Period"), unless Respondent seeks and obtains EPA approval as a commercial storer of PCB waste, or an EPA determination that Respondent meets the conditions for an exemption under 40 C.F.R. 761.65(b)(2), it will either limit PCB waste storage activities to meet the "transfer facility" exemption at 40 C.F.R. 761.65(d)(5), or operate below the 500 gallon, or 1.89 cubic meter, storage limits outlined in 40 C.F.R. 761.3. NLR may calculate the volume of PCB ballasts in storage based on an average size PCB ballast being 35 cubic inches. Therefore, if PCB ballasts are the only PCB regulated waste stored by NLR, NLR may store 3,300 ballasts or less to stay under 500 gallons/1.89 cubic meters. At the expiration of the Condition Period, the Covenant Not to Sue in Paragraph 30 becomes permanent if Respondent has met the conditions of this Paragraph. However, Respondent's obligation to comply with PCB regulations will continue so long as Respondent handles PCB waste as specified in

Paragraph 35.

21. Respondent agrees that should Respondent operate in violation of Paragraph 20 in the future, the time period from the Effective Date of this Agreement until any such violation is discovered (the "Tolling Period") shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by Complainant on any claims (the "Tolled Claims") set forth in Section C of this Agreement. Respondent shall not assert, plead, or raise in any fashion, whether by answer, motion or otherwise, any defense of laches, estoppel, or waiver, or other similar equitable defense based on the running of any statute of limitations or the passage of time during the Tolling Period in any action brought on the Tolled Claims.
22. The provisions of this Agreement shall apply to and be binding upon Respondent, its officers and directors in their corporate capacities, and its successors and assigns. Respondent must give written notice and a copy of this Agreement to any successors in interest prior to any transfer of ownership or control of any portion of or interest in the Facility. Simultaneously with such notice, Respondent shall provide written notice of such transfer, assignment, or delegation to the EPA. In the event of any such transfer, assignment, or delegation, Respondent shall not be released from the obligations or liabilities of this Agreement unless the EPA has provided written approval of the release of said obligations or liabilities.
23. By signing this Agreement, Respondent acknowledges that this Agreement and Order will be fully releasable and available to the public.
24. By signing this Agreement, the undersigned representative of Complainant and the undersigned representative of Respondent each certify that he or she is fully

authorized to execute and enter into the terms and conditions of this Agreement and has the legal capacity to bind the party he or she represents to this Agreement.

25. By signing this Agreement, both parties agree that each party's obligations under this Consent Agreement and attached Final Order constitute sufficient consideration for the other party's obligations. Additionally, both parties agree that Complainant's covenant not to sue Respondent (stated in Paragraph 30) during the Tolling Period constitutes sufficient consideration for Respondent's obligation to completely perform the non-penalty conditions of this Consent Agreement as stated in Paragraph 20, regardless of whether the covenant not to sue in Paragraph 30 subsequently terminates.
26. By signing this Agreement, Respondent certifies that, to the best of its knowledge, the information and statements that it supplied to EPA in its June 2, 2015 response to EPA's April 29, 2015 PNN, were at the time of submission true, accurate, and complete. 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.
27. Except as qualified by Paragraph 19, each party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding, and specifically waives any right to recover such costs from the other party pursuant to the Equal Access to Justice Act, 5 U.S.C. § 504, or other applicable law.
28. All notices and submissions required by this Order shall be sent to:

If by Respondent:

Marianne Milette

Office of Environmental Stewardship
U.S. Environmental Protection Agency—Region I
Suite 100, Mail Code OES5-4
5 Post Office Square Boston, MA
02109-3912
or
Milette.marianne@epa.gov

If by EPA:

Raymond Graczyk
NLR Inc.
250 East Main Street
East Windsor, CT 06074

With a copy to:

Mark R. Sussman, Esq.
Murtha Cullina
City Place I
185 Asylum Street, 29th Floor
Hartford, CT 06103

E. EFFECT OF CONSENT AGREEMENT AND ATTACHED FINAL ORDER

29. In accordance with 40 C.F.R. § 22.18(c), completion of the terms of this Consent Agreement and Final Order resolves only Respondent's liability for federal civil penalties for the violations and facts specifically alleged in Section C of this Agreement. EPA reserves all its other criminal and civil enforcement authorities except as stated under Paragraph 30 below.
30. Complainant covenants not to sue Respondent for injunctive or other equitable relief for the violations and facts alleged in this matter, but such covenant automatically terminates if and when Respondent fails to timely and satisfactorily complete every condition stated in Paragraph 20. If and when such covenant terminates, the United States at its election may seek to compel performance of the conditions stated in Paragraph 20 in a civil judicial action under TSCA or as a matter of contract. The

covenant not to sue becomes permanent upon satisfactory performance of the conditions stated in Paragraph 20.

31. Penalties paid pursuant to this Agreement shall not be deductible for purposes of federal taxes.
32. This Agreement constitutes the entire agreement and understanding of the parties and supersedes any prior agreements or understandings, whether written or oral, among the parties with respect to the subject matter hereof.
33. The terms, conditions, and compliance requirements of this Agreement may not be modified or amended except upon the written agreement of both parties, and approval of the Regional Judicial Officer.
34. Any violation of this Order may result in a civil judicial action for an injunction or civil penalties of up to \$37,500 per day per violation, or both, as provided in Section 16(a) of TSCA, 15 U.S.C. § 2615(a), as well as criminal sanctions as provided in Section 16(b) of TSCA, 15 U.S.C. § 2615(b). The EPA may use any information submitted under this Order in an administrative, civil judicial, or criminal action.
35. Nothing in this Agreement shall relieve Respondent of the duty to comply with all applicable provisions of TSCA 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 except as stated under Paragraphs 29 and 30 herein, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit.
36. Nothing herein shall be construed to limit the power of the 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.

37. The EPA reserves the right to revoke this Agreement and settlement penalty if and to the extent that the EPA finds, after signing this Agreement, that any information and statements provided by Respondent in response to EPA's April 29, 2015 PNN were materially false or inaccurate at the time such information and statements were provided to the EPA, and the EPA reserves the right to assess and collect any and all civil penalties for any violation described herein. The EPA shall give Respondent notice of its intent to revoke, which shall not be effective until received by Respondent in writing.

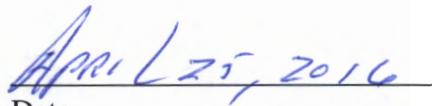
F. EFFECTIVE DATE

38. Respondent and Complainant agree to issuance of the attached Final Order. Upon filing, the EPA will transmit a copy of the filed Consent Agreement to the Respondent. This Consent Agreement and attached Final Order shall become effective after execution of the Final Order by the Regional Judicial Officer, on the date of filing with the Hearing Clerk.

The foregoing Consent Agreement In the Matter of NLR Inc. Docket No. TSCA 01-2016-0002, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:


Signature


Date

Printed Name: Raymond W. Graczyk

Title: PRESIDENT

Address: 256 MAIN ST. PO Box 680 EAST Windsor Ct. 06088

Respondent's Federal Tax Identification Number: ~~##~~ 06-1912565

The foregoing Consent Agreement In the Matter of NLR Inc., Docket No. TSCA 01-2016-0002, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR COMPLAINANT:

5/3/16
DATE

Joanna Jerison
Joanna Jerison, Legal Enforcement Manager
Office of Environmental Stewardship
U.S. Environmental Protection Agency – Region 1
5 Post Office Square, Suite 100
Boston, MA 02109-3912

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION 1

_____))
IN THE MATTER OF))
NLR, Inc.))
250 East Main Street) Docket No. TSCA 01-2016-0002
East Windsor, CT 06074))
))
Proceeding under Section))
16(a) of the Toxic Substances Control Act))
_____)

FINAL ORDER

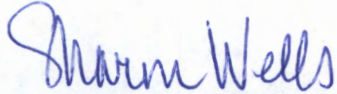
In accordance with 40 C.F.R. § 22.18(b) of the United States Environmental Protection Agency’s Consolidated Rules of Practice, the parties to this matter have forwarded the foregoing executed Consent Agreement for final approval. Section 16(a) of TSCA, 15 U.S.C. § 2615(a), authorizes EPA to issue an administrative penalty to enforce the requirements of TSCA. In addition, Section 16(a)(2)(C) of TSCA, 15 U.S.C. § 2615(a)(2)(C), authorizes EPA to compromise the maximum civil penalty of \$37,500 per day per violation. EPA has made such a compromise by applying the penalty factors set forth in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), to the facts and circumstances of this case, including the circumstances of the violation and the culpability of the violator.

Pursuant to these provisions, EPA has modified the maximum civil penalty and imposed the conditions described in Section D of the Consent Agreement. Respondent has consented to the terms of this Consent Agreement.

Pursuant to 40 C.F.R. § 22.18(b) of EPA’s Consolidated Rules of Practice and Section 16(a) of TSCA, 15 U.S.C. § 2615(a), the Consent Agreement is incorporated by reference into this Final Order and is hereby ratified. The Respondent, NLR Inc., is ordered to pay the civil

penalty amount in the total amount of \$23,000, plus interest, in the manner indicated. The terms of the Consent Agreement will become effective on the date it is filed with the Regional Hearing Clerk.

SO ORDERED THIS 4th DAY OF May 2016.



Sharon Wells
Regional Judicial Officer

CERTIFICATE OF SERVICE

I certify that the foregoing "Consent Agreement" and "Final Order," in the Matter of NLR Inc., Docket No. TSCA 01-2016-0002, were sent to the following persons on the date noted below:

Original and One Copy Wanda Santiago
(Hand-Delivered): Regional Hearing Clerk

U.S. Environmental Protection Agency - Region I

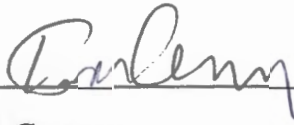
5 Post Office Square

Suite 100, ORA18-1

Boston, MA 02109-3912

Copy, including Raymond Grazcyk
(First class mail) NLR Inc.
 250 East Main Street
 East Windsor, CT 06074

Dated: 5/5/16



Timothy M. Conway

Senior Enforcement Counsel

U.S. Environmental Protection Agency - Region 1

5 Post Office Square

Suite 100, Mail Code OES04-3

Boston, MA 02109-3912