

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 1**

In the Matter of:	)	
	)	
Parsons Lane Associates, LLC	)	<b>Docket. No.</b>
42 Thompson St. 1D	)	<b>TSCA-01-2020-0037</b>
East Haven, CT 06513	)	
	)	<b>CONSENT AGREEMENT AND</b>
Respondent	)	<b>FINAL ORDER</b>
	)	
	)	
Proceeding under Section 16(a) of the	)	
Toxic Substances Control Act,	)	
15 U.S.C. § 2615(a)	)	

**CONSENT AGREEMENT**

**I. Introduction**

1. Complainant, the United States Environmental Protection Agency (“EPA”), Region 1, alleges that Respondent, Parsons Lane Associates, LLC (“PLA,” or the “Respondent”) has failed to comply with Section 15 of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. § 2614, and EPA’s regulations promulgated at 40 C.F.R. Part 761 pursuant to Section 6(e) of TSCA, 15 U.S.C. § 2605(e).

2. Complainant and Respondent agree to simultaneously commence and settle this action by the issuance of this Consent Agreement and Final Order (“CAFO”) as provided under 40 C.F.R §§ 22.13(b) and 22.18(b) of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (“Consolidated Rules”), at 40 C.F.R. Part 22. Respondent consents to the terms and issuance of this CAFO without adjudication of any issues of law or fact herein, and Respondent agrees to comply with the terms of this CAFO.

3. Complainant and Respondent (collectively, the “Parties”) agree that settlement of this matter is in the public interest and that entry of this Consent Agreement without litigation is the most appropriate means of resolving this matter.

4. Therefore, before any hearing or taking of any testimony, without adjudication of any issue of fact or law herein, the Parties agree to comply with the terms of this Consent Agreement.

## **II. Statutory and Regulatory Authority**

5. Complainant takes this action under the authority of Section 16(a) of TSCA, 15 U.S.C. § 2615(a), for alleged violations of Section 15 of TSCA, 15 U.S.C. § 2614, and 40 C.F.R. Part 761.

6. Section 15(1) of TSCA, 15 U.S.C. § 2614(1), makes it unlawful for any person to fail to comply with any rule promulgated under Section 6 of TSCA, 15 U.S.C. § 2605.

7. The Polychlorinated Biphenyls (PCBs) Manufacturing, Processing, Distribution in Commerce, and Use Prohibitions (the “PCB Regulations”), 40 C.F.R. Part 761, were promulgated pursuant to Section 6(e) of TSCA, 15 U.S.C. § 2605(e).

8. The PCB Regulations establish “prohibitions of, and requirements for, the manufacture, processing, distribution in commerce, use, disposal, storage, and marking of PCBs and PCB Items.” *See* 40 C.F.R. § 761.1(a).

9. Forty C.F.R. §§ 761.50 and 761.60 set forth the requirements for the disposal of PCB liquids.

10. Forty C.F.R. § 761.65 sets forth the requirements for storage of PCB Items designated for disposal.

### **III. EPA's Factual Allegations and Alleged Violations**

11. The allegations below are EPA's. Respondent neither admits nor denies the factual allegations herein and reserves legal defenses regarding liabilities set out in Paragraph 49.

12. Respondent is a limited liability company organized under the laws of the State of Connecticut.

13. Respondent owns the commercial facility located at 27 Parsons Lane, Durham, Connecticut 06422 (the "Facility"). The Facility is a 35,000 square foot one-story building that is divided into ten parcels for tenants. The parcels are leased to tenants for office space and for small operations such as woodworking, landscaping, a clubhouse, auto repair, and a water damage repair company.

14. At all times relevant to this CAFO, Respondent is a "person" as defined in 40 C.F.R. § 761.3 and is subject to certain prohibitions set forth in TSCA and the PCB Regulations.

15. On July 20, 2018, Respondent contacted The Connecticut Light and Power Company d/b/a Eversource Energy ("Eversource") Call Center to report a cracked transformer pole located in a courtyard area in close proximity to the center of the Facility (the "Facility courtyard area") and to request a pole replacement. Three overhead 100 kVA transformers were mounted on the pole, which is described as pole number 1309 by Eversource.

16. On July 21, 2018, Eversource contacted Respondent to provide notification that a work order for replacement of cracked transformer pole number 1309 had been scheduled.

17. On July 27, 2018, transformer pole number 1309 snapped, and the three pole-mounted overhead transformers fell onto the roof of the Facility. The impact caused a

puncture through the roof and one of the transformers was damaged and released nearly all of its mineral oil dielectric fluid content (approximately 33 gallons), impacting the Facility's roof material, the concrete floor of a restroom/utility room inside the Facility, and four well water pressure tanks inside the utility room. The damaged transformer's mineral oil dielectric fluid also migrated to two floor drains of the Facility restroom/utility room.

18. On or about August 1, 2018, Eversource contacted Respondent to provide notice that Respondent owned the three pole-mounted transformers that had fallen onto the Facility roof and the transformers may contain polychlorinated biphenyls ("PCBs"). On at least two subsequent occasions, including in a September 7, 2018, phone call and during a meeting at the Facility, Eversource reiterated to Respondent that Respondent owned the three transformers that had fallen onto the Facility roof.

19. Respondent contacted electricians on August 2, 2018, and August 3, 2018, to obtain estimates for the cost of removing the three pole-mounted transformers from the Facility roof and providing the Facility with a temporary source of power.

20. On August 4, 2018, the Durham Fire Department inspected the Facility and contacted Eversource to have the power to the Facility disconnected.

21. After Eversource disconnected power to the Facility, Respondent's electrician disconnected the three transformers from the broken pole, removed the transformers from the Facility roof, and placed them in the Facility courtyard area. A photograph taken by Eversource on October 2, 2018, shows the three transformers being stored on their sides directly on the grass lawn, without a roof, walls, or any plastic sheeting or poly underneath, in the Facility courtyard area, where they had been placed by Respondent's electrician.

22. Two of the transformers stored in the Facility courtyard area were purportedly undamaged (i.e., intact and not-leaking mineral oil dielectric fluid) when they were first placed in the courtyard. The third transformer was purportedly nearly empty when it was first placed in the courtyard, having released its mineral oil dielectric fluid (approximately 33 gallons) on the roof and inside the Facility restroom/utility room.

23. The two undamaged transformers stored by Respondent in the Facility courtyard area were reportedly vandalized for the copper in the bushings and the cable wiring of the transformers. The vandalism of these two transformers caused nearly all of the mineral oil dielectric fluid in these transformers (approximately 66 gallons) to be released to the ground in the Facility courtyard area.

24. On October 19, 2018, Eversource responded to the releases of mineral oil dielectric fluid from the three transformers at the Facility, and retained Clean Harbors Environmental Services (“Clean Harbors”) to perform the response actions. On behalf of Eversource, Weston & Sampson Engineers, Inc. (“Weston & Sampson”) prepared the Parsons Lane Interim Remedial Action Report, dated May 7, 2019 (the “IRA Report”), summarizing the response actions and the results of sampling performed by Eversource and Weston & Sampson. Significant statements contained in the IRA Report include the following:

- a. The total quantity of transformer mineral oil dielectric fluid released at the Facility was reported as approximately 100 gallons, with approximately 33 gallons released inside the Facility and approximately 66 gallons released to the ground in the Facility courtyard area.
- b. The contents of the three transformers that Respondent had stored in the Facility courtyard area were sampled and tested for PCBs. Two transformers had trace

residual mineral oil dielectric fluid remaining, and the third transformer contained only rainwater. Analysis of mineral oil dielectric fluid samples collected from the two transformers identified total PCB concentrations of 210 and 230 milligrams per kilogram (“mg/kg”) (i.e., parts per million (“ppm”)) of Aroclor 1254, respectively. Analysis of the water sample from the third transformer had a PCB concentration of 0.11 milligrams per liter (mg/L) of Arochlor 1254.

- c. Clean Harbors excavated PCB-contaminated soil in the Facility courtyard area and shipped the contaminated soil off site for disposal as Polychlorinated Biphenyls Solid (50 – 499) using a hazardous waste manifest.
- d. Mineral oil dielectric fluid found in two floor drains located in the Facility restroom/utility room area was sampled and tested for PCBs. The analyses identified total PCB concentrations of 16 ppm of Aroclor 1254 in both samples.

25. On October 19, 2018, Eversource notified the Connecticut Department of Energy and Environmental Protection (“CT DEEP”) Emergency Response Unit (“ERU”) of a PCB release at the Facility.

26. On October 22, 2018, an Environmental Analyst from the CT DEEP Storage Tank and PCB Enforcement Unit conducted an inspection of the Facility as a representative of EPA in response to an October 19, 2018, referral from the CT DEEP ERU. During the inspection, the CT DEEP Environmental Analyst met with the Eversource Environmental Coordinator who was overseeing the cleanup of the mineral oil dielectric fluid releases at the Facility and with a principal of Respondent. The CT DEEP Environmental Analyst prepared a report dated December 13, 2018, reflecting the October 22, 2018, inspection, the meeting with the Eversource Environmental Coordinator, and follow-up visits to the Facility on October 31,

2018, and December 10, 2018 (the “Eversource Inspection Report”). The CT DEEP Environmental Analyst also prepared a report dated December 14, 2018, reflecting the October 22, 2018, inspection, the meeting with the principal of Respondent, and the follow-up visits to the Facility on October 31, 2018, and December 10, 2018 (the “PLA Inspection Report”). The Eversource Inspection Report and the PLA Inspection Report both contain a statement that Eversource’s database indicated that the three transformer sister units that had fallen onto the Facility roof and were stored in the Facility courtyard area contained mineral oil dielectric fluid containing PCBs in the range of 250 ppm. The Eversource Inspection Report and the PLA Inspection Report also contained statements consistent with the factual allegations described in paragraphs 13 and 15-25 above.

27. On January 20, 2019, EPA issued a letter to Eversource requesting documentation to support Eversource’s assertion that the three transformers that had fallen onto the Facility roof were owned by Respondent rather than Eversource. On February 15, 2019, Eversource provided to EPA documentation indicating that the previous owner of the Facility had received a letter from Eversource dated October 15, 2002, that provided notice that the three transformers mounted on pole number 1309 were customer owned.

28. At all times relevant to this CAFO, the three Respondent-owned transformers that Respondent stored in the Facility courtyard area were “PCB Items,” “PCB Waste,” and “PCB Articles,” as defined at 40 C.F.R. § 761.3, and at least two of the Respondent-owned transformers stored in the Facility courtyard area were “PCB-Contaminated Electrical Equipment,” as defined at 40 C.F.R. § 761.3. Identification of two of the three transformers as PCB-Contaminated Electrical Equipment is based on the sampling results, reflected in paragraph 24.b above, that indicated PCB concentrations in the mineral oil dielectric fluid of

two transformers greater than or equal to 50 ppm and less than 500 ppm, and the information in Eversource's database described in paragraph 26 above that the three sister transformer units contained PCBs in the range of 250 ppm. Based on this information, at least two of the Respondent-owned transformers stored in the Facility courtyard area were PCB-Contaminated Electrical Equipment.

29. From the time the three Respondent-owned transformers were stored in the Facility courtyard area until October 19, 2018, the three transformers were PCB Items that were not in use.

30. From the time the three Respondent-owned transformers were stored in the Facility courtyard area until October 19, 2018, the three transformers, all regulated PCB Waste, were in storage for disposal.

31. From the time the three Respondent-owned transformers were stored in the Facility courtyard area until October 19, 2018, the three transformers, all PCB Items, were not stored in a facility with a roof, walls, and a floor with adequate curbing and without openings.

32. At some time between when the three Respondent-owned transformers were stored in the Facility courtyard area and prior to October 19, 2018, the three transformers leaked PCB liquids into the ground in the courtyard area.

#### Failure to Properly Dispose of PCB Liquids

33. Pursuant to 40 C.F.R. § 761.3, PCB waste is defined to mean those PCBs and PCB Items that are subject to the disposal requirements of subpart D of 40 C.F.R. Part 761.

34. Pursuant to 40 C.F.R. § 761.50(a), any person storing or disposing of PCB waste must do so in accordance with 40 C.F.R. §§ 761.50 through 761.79.

35. Pursuant to 40 C.F.R. § 761.60(a), PCB liquids at concentrations greater than or

equal to ( $\geq$ ) 50 ppm shall be disposed of in an incinerator which complies with 40 C.F.R. § 761.70, except for mineral oil dielectric fluid at concentrations  $\geq$  50 ppm and less than ( $<$ ) 500 ppm, which may be disposed of in a high efficiency boiler according to 40 C.F.R. § 761.71(a). *See* 40 C.F.R. § 761.60(a)(1).

36. At some time between when the three Respondent-owned transformers were stored in the Facility courtyard area and prior to October 19, 2018, approximately 66 gallons of mineral oil dielectric fluid with concentrations of PCBs  $\geq$  50 ppm and  $<$  500 ppm leaked out of the three Respondent-owned transformers and into the ground, which constituted disposal of PCBs, as defined by 40 C.F.R. §§ 761.50(a)(4) and 761.3, in violation of 40 C.F.R. § 761.50(b)(1).

37. At all times relevant to this CAFO, Respondent did not properly dispose of approximately 66 gallons of PCB liquids at concentrations  $\geq$  50 ppm and  $<$  500 ppm in accordance with the requirements of 40 C.F.R. § 761.60(a) or decontaminate them in accordance with 40 C.F.R. § 761.79.

38. Accordingly, Respondent's failure to properly dispose of approximately 66 gallons of PCB liquids at concentrations  $\geq$  50 ppm and  $<$  500 ppm that leaked out of the three Respondent-owned transformers stored in the Facility courtyard area violated Section 15 of TSCA, 15 U.S.C. § 2614, and 40 C.F.R. §§ 761.50(b)(1) and 761.60(a).

#### Improper Storage Area

39. Except as provided in 40 C.F.R. § 761.65(b)(2), (c)(1), (c)(7), (c)(9), and (c)(10), pursuant to 40 C.F.R. § 761.65(b), owners or operators of any facilities used for the storage of PCBs and PCB Items designated for disposal must comply with certain storage requirements.

40. Pursuant to 40 C.F.R § 761.65(b)(1)(i), the storage facility must have an adequate roof and walls to prevent rain water from reaching the stored PCBs and PCB Items.

41. Pursuant to 40 C.F.R § 761.65(b)(1)(ii), the storage facility must have an adequate floor that has continuous curbing with a minimum 6-inch high curb.

42. Pursuant to 40 C.F.R § 761.65(b)(1)(iii), the storage facility must not have any drain valves, floor drains, expansion joints, sewer lines, or other openings that would permit liquids to flow from the curbed area.

43. At some time between when the three Respondent-owned transformers were stored in the Facility courtyard area and prior to October 19, 2018, the three transformers, all PCB Items that were leaking and not stored in a non-leaking PCB Container that contained sufficient sorbent materials to absorb any liquid PCBs remaining in the PCB Items, were stored for disposal by Respondent directly on the grass in the Facility courtyard area without a roof, walls, or a floor.

44. Respondent's failure to store the PCB Items designated for disposal in a facility with a roof, walls, and a floor with continuous curbing with a minimum 6-inch high curb without any openings violated Section 15 of TSCA, 15 U.S.C. § 2614, and 40 C.F.R. § 761.65(b)(i), (ii) and (iii).

#### **IV. Terms of Consent Agreement**

45. The provisions of this CAFO shall apply to and be binding on Respondent, its officers, directors, successors and assigns.

46. For the purposes of this CAFO, Respondent stipulates that EPA has jurisdiction over the subject matter alleged in the CAFO and that the CAFO states a claim upon which relief can be granted against Respondent. Respondent also waives any defenses it may have as

to jurisdiction and venue.

47. Respondent acknowledges that it has been informed of the right to request a hearing and hereby waives its right to request a judicial or administrative hearing or appeal on any issue of law or fact set forth in this CAFO.

48. Respondent also hereby waives its right to appeal the Final Order accompanying this Consent Agreement.

49. Respondent neither admits nor denies the findings and alleged violations in Section III of this CAFO and reserves its rights to dispute the findings and alleged violations in any future proceedings other than enforcement of this CAFO. Respondent hereby consents to the terms and the issuance of this CAFO, and consents for the purposes of settlement to the payment of the civil penalty in the manner set forth in this CAFO.

50. 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.

#### Penalty Payment

51. Section 16(a) of TSCA, 15 U.S.C. § 2615(a), authorizes EPA to assess a civil penalty of up to \$25,000 for each violation of TSCA and the PCB Regulations promulgated under TSCA. Pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990, 28 U.S.C. § 2461 note, as amended through the Federal Civil Penalties Adjustment Act of 2015 (“Penalty Inflation Act”), Pub. L. 114-74, Section 701 (Nov. 2, 2015), and EPA’s Civil Monetary Penalty Inflation Adjustment Rule at 40 C.F.R. Part 19 (“Penalty Inflation Rule”), the statutory maximum penalty amount in TSCA Section 16(a) was increased to \$40,576 for violations occurring after November 2, 2015, where penalties are assessed on or after January

13, 2020. See 85 Fed. Reg. 1751 (Jan. 13, 2020).

52. Respondent certifies that the statements and accompanying documents it provided to EPA on April 2, 2020, June 2, 2020, and June 15, 2020, regarding Respondent's financial ability to pay a penalty, and the statement it provided to EPA on August 6, 2020, stating that the coronavirus public health emergency (COVID-19) has caused a severe loss of revenue for Respondent, are true, accurate, and complete based upon personal knowledge of the undersigned or his personal inquiry of the person or persons directly responsible for gathering the information, and the undersigned is aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

53. In light of the particular facts and circumstances of this matter, and taking into account the factors enumerated in Section 16(a) of TSCA, 15 U.S.C. § 2615(a), the 1990 Polychlorinated Biphenyls (PCB) Penalty Policy (April 9, 1990), the Penalty Inflation Act and Penalty Inflation Rule, EPA's June 29, 2015 Guidance on Evaluating a Violator's Ability to Pay a Civil Penalty in an Administrative Enforcement Action, extenuating circumstances due to the COVID-19 public health emergency, and considering the nature, circumstances, extent, and gravity of the violations, the Respondent's cooperative attitude, and such other matters as justice may require, including Respondent's ability to pay the penalty and EPA findings under 40 C.F.R. § 13.18(a), EPA has determined that it is fair and appropriate to assess a civil penalty for violations alleged in this Agreement in the total amount of **\$38,628**, and that an installment payment method and delayed initial payment date are in the best interest of the United States and will allow the repayment of the civil penalty cited above in installments, as specified in paragraph 54. Respondent agrees to pay the civil penalty of **\$38,628 (plus interest)** in the

manner provided in paragraph 54.

54. Respondent shall pay the total penalty amount of **\$38,628 (plus interest)** in no more than twenty-four (24) installments within 780 days of the effective date of this CAFO. This CAFO shall become effective on the day it is filed with the Regional Hearing Clerk. The first and subsequent payments shall each total \$1,667.84 (an amount that includes \$58.34 in interest at a rate of 3% per annum). The first payment of \$1,667.84 shall be made within 90 days of the effective date of the CAFO. The remaining 23 payments of \$1,667.84 each shall be made in intervals of no more than 30 days. If the due date for any payment falls on a weekend or federal holiday, then the due date is the next business day. Each payment shall be made using any method, or combination of methods, provided on the website <http://www2.epa.gov/financial/additional-instructions-making-payments-epa>, and every payment shall reference “*In the Matter of: Parsons Lane Associates, LLC* Consent Agreement and Final Order, EPA Region 1,” Respondent’s name and address, and the EPA Docket Number of this action “Docket No. TSCA-01-2020-0037.” Within 24 hours of each penalty payment, send proof of payment, by first class mail or commercial delivery service, to Wanda I. Santiago, Regional Hearing Clerk, by e-mail and mail at U.S. EPA, Region 1, 5 Post Office Square, Suite 100 (ORC 04-6), Boston, MA 02109-3912, and [Santiago.Wanda@epa.gov](mailto:Santiago.Wanda@epa.gov), and Kevin P. Pechulis, Senior Enforcement Counsel, U.S. EPA, Region 1, 5 Post Office Square, Suite 100 (ORC 04-3), Boston, MA 02109-3912, and [Pechulis.Kevin@epa.gov](mailto:Pechulis.Kevin@epa.gov) (“proof of payment” means, as applicable, a copy of the check, confirmation of credit card or debit card payment, confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to the EPA requirements, in the amount due, and identified with “Docket No. TSCA-01-2020-0037”).

55. If Respondent fails to make any of the payments required under this CAFO by the required due dates, all remaining installments shall become immediately due and payable as of the missed payment date. Interest on such unpaid penalty amounts shall accrue from the missed payment date 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. In the event of nonpayment, Respondent may be subject to an action to compel payment, plus interest, enforcement expenses and a nonpayment penalty. Pursuant to 31 U.S.C. § 3717, EPA is entitled to assess interest and penalties on debts owed to the United States, as well as a charge to cover the cost of processing and handling a delinquent claim. Interest will therefore begin to accrue on the civil penalty (or any portion thereof) on the date it is due under this CAFO if such penalty (or portion thereof) is not paid in full by such due date. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 31 C.F.R. § 901.9(b)(2). In addition, a penalty charge of six percent (6%) per year and an amount to cover the costs of collection will be assessed on any portion of the debt that remains delinquent more than ninety days after payment is due. Should assessment of the penalty charge on the debt be required, it will be assessed as of the first day payment is due, under 31 C.F.R. § 901.9(d). In any action to compel payment of civil penalties owed under this CAFO, the validity, amount, and appropriateness of the penalty shall not be subject to review.

56. The civil penalty due and any interest, non-payment penalties, or charges that arise pursuant to this CAFO shall represent penalties assessed by EPA and shall not be deductible for the purposes of Federal taxes. Accordingly, Respondent agrees to treat all payments made pursuant to this CAFO as penalties within the meaning of Internal Service

regulations, including 26 C.F.R. § 1.162-21, and further agrees not to use these payments in any way as, or in furtherance of, a tax deduction under federal, state or local law.

57. Compliance with this CAFO, including payment of any penalties, interest, or other charges, shall not be a defense to any actions subsequently commenced pursuant to federal laws and regulations administered by EPA, and does not waive, suspend, or modify the responsibility of Respondent to comply with such laws and regulations.

58. This CAFO constitutes a settlement by 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 in this CAFO pertaining to the storage of PCB items and release of PCB liquids in the Facility courtyard area, and Respondent shall not claim res judicata or collateral estoppel for any potential claims brought by the Federal government relating to PCBs released to the floor drains in the Facility restroom/utility area as described in paragraphs 17 and 24.d above. Nothing in this CAFO shall prevent EPA from taking any necessary action to address conditions at Respondent's Facility which may present an imminent and substantial endangerment to public health or the environment nor shall this CAFO be construed to, nor is it intended to operate in any way to resolve any criminal liability or any other civil liability of Respondent.

59. Except as described in paragraph 55 above, each of the Parties shall bear its own costs and fees in this proceeding, and Respondent specifically waives any right to recover such costs from EPA pursuant to the Equal Access to Justice Act, 5 U.S.C. § 504, or other applicable law.

60. Complainant and Respondent, by entering into this Consent Agreement, each give their respective consent to accept digital signatures hereupon. Respondent further

consents to accept electronic service of the full executed CAFO, by electronic mail, to the following addresses: [jblank@eastcoastws.com](mailto:jblank@eastcoastws.com) and [jerryblank1982@gmail.com](mailto:jerryblank1982@gmail.com). Complainant has provided Respondent with a copy of the EPA Region 1 Regional Judicial Officer's Authorization of EPA Region 1 Part 22 Electronic Filing System for Electronic Filing and Service of Documents Standing Order, dated June 19, 2020. Electronic signatures shall comply with, and be maintained in accordance with, that Order.

61. The terms and conditions of this CAFO may not be modified or amended except upon the written agreement of both Parties, and approval of the Regional Judicial Officer.

62. Each undersigned representative of the Parties to this CAFO certifies that he, she, or they is fully authorized by the Party represented to enter into the terms and conditions of this CAFO and to execute and legally bind that Party to it.

THE UNDERSIGNED enter into this CAFO on behalf of the respective party for: In The Matter of Parsons Lane Associates, LLC, Docket No. TSCA-01-2020-0037

For Parsons Lane Associates, LLC:

---

Gerald Blank, Partner  
Parsons Lane Associates, LLC

---

Date:

THE UNDERSIGNED enter into this CAFO on behalf of the respective party for: In The Matter of Parsons Lane Associates, LLC, Docket No. TSCA-01-2020-0037

For U.S. EPA, Region 1:

\_\_\_\_\_  
Karen McGuire, Director  
Enforcement and Compliance Assurance Division

\_\_\_\_\_  
Date

**FINAL ORDER**

Pursuant to 40 C.F.R. § 22.18(b) of the Consolidated Rules, the foregoing Consent Agreement resolving this matter is incorporated by reference into this Final Order and is hereby ratified.

As described in, and in accordance with, Paragraphs 53 through 54 of the Consent Agreement, the Respondent, Parsons Lane Associates, LLC, is ordered to pay the civil penalty amount of \$38,628 (plus interest) in installment payments. In accordance with 40 C.F.R. § 13.18, 40 C.F.R. § 22.31(c), and the U.S. EPA's June 29, 2015 Guidance on Evaluating a Violator's Ability to Pay a Civil Penalty in an Administrative Enforcement Action, Complainant has represented that the amount and the installment payment method are based on the Respondent's ability to pay and are in the best interest of the United States.

The terms of the Consent Agreement will become effective on the date it is filed with the Regional Hearing Clerk.

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
LeAnn Jensen, Regional Judicial Officer  
U.S. EPA - Region 1