

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1

In the matter of

Webco Chemical Corporation,

Respondent

Docket No. EPCRA-01-2025-0008

CONSENT AGREEMENT AND FINAL ORDER

CONSENT AGREEMENT

1. The United States Environmental Protection Agency, Region 1 (“EPA”) alleges that Webco Chemical Corporation (“Webco” or “Respondent”) has violated Section 313 of Title III of the Superfund Amendments and Reauthorization Act, 42 U.S.C. § 11023 (also known as the “Emergency Planning and Community Right-to-Know Act” or “EPCRA”), and the federal regulations promulgated thereunder, found at 40 C.F.R. Part 372.

2. EPA and Respondent agree that the settlement of this matter is in the public interest and that entry of this Consent Agreement and Final Order (“CAFO”) without further litigation is the most appropriate means of resolving this matter.

3. The Director of the Enforcement and Compliance Assurance Division of EPA Region 1 enters into this CAFO with Respondent, under the authority of Section 325 of EPCRA, 42 U.S.C. § 11045, and in accordance with applicable delegations and 40 C.F.R. §§ 22.13(b) and 22.18 of EPA’s *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination, or Suspension of Permits* (“*Consolidated Rules*”), for the purpose of resolving alleged violations of Section 313 of EPCRA, 42 U.S.C. § 11023.

4. Therefore, before any hearing, and without adjudication of any issue of fact or

law, the Parties agree to comply with the terms of this CAFO as follows:

I. STATUTORY AND REGULATORY BACKGROUND

5. Pursuant to Sections 313 and 328 of EPCRA, 42 U.S.C. §§ 11023 and 11048, EPA promulgated Toxic Chemical Release Reporting: Community Right-to-Know regulations at 40 C.F.R. Part 372.

6. Section 313(a) of EPCRA, 42 U.S.C. § 11023(a), requires owners or operators of a facility subject to the requirements of Section 313(b) of EPCRA to submit annually, no later than July 1 of each year, a Toxic Chemical Release Inventory Reporting Form, EPA Form 9350-1 (hereinafter, “Form R”) for each toxic chemical listed under 40 C.F.R. § 372.65 that was manufactured, processed, or otherwise used during the preceding calendar year in quantities exceeding the toxic chemical thresholds established under Section 313(f) of EPCRA, 42 U.S.C. § 11023(f), and 40 C.F.R. §§ 372.25 and 372.28. If the owner or operator determines that the alternative reporting threshold specified in 40 C.F.R. § 372.27 applies, the owner or operator may submit an alternative threshold certification statement that contains the information required under 40 C.F.R. § 372.95 (the alternative threshold certification statement is also known as “Form A”). Each Form R or Form A (hereinafter, referred to together as “TRI Forms”) must be submitted to EPA and a designated state authority.

7. Section 313(b) of EPCRA, 42 U.S.C. § 11023(b), and 40 C.F.R. §§ 372.22 and 372.30 provide that owners or operators of facilities that have 10 or more full-time employees; that are in a Standard Industrial Classification (“SIC”) code or North American Industry Classification System (“NAICS”) code set forth in 40 C.F.R. § 372.23; and that manufactured, processed, or otherwise used a toxic chemical listed under 40 C.F.R. § 372.65 in a quantity exceeding the established threshold during a calendar year, must submit TRI Forms to EPA and

the state authority for each of these substances for that year.

8. Section 325(c)(1) of EPCRA, 42 U.S.C. § 11045(c)(1), the Federal Civil Penalties Inflation Adjustment Act of 1990 as amended through 2016 (“FCPIAA”), and the FCPIAA’s implementing regulations as promulgated and updated by EPA at 40 C.F.R. Part 19 (most recently at 90 Fed. Reg. 1375, 1378 (Jan. 8, 2025)), together authorize the assessment of civil administrative penalties of up to \$71,545 for each violation of Section 313 of EPCRA that occurs after November 2, 2015. Pursuant to Section 325(c)(3) of EPCRA, 42 U.S.C. § 11045(c)(3), each day that an EPCRA Section 313 violation continues constitutes a separate violation.

II. GENERAL ALLEGATIONS

9. Respondent is a corporation organized under the laws of the Commonwealth of Massachusetts with a usual place of business at 420 West Main St., Dudley, Massachusetts 01571.

10. As a corporation, Respondent is a “person” within the meaning of Section 329(7) of EPCRA, 42 U.S.C. § 11049(7).

11. Respondent operates a facility located at 420 West Main St., Dudley, Massachusetts, 01571 (the “Facility”), where Respondent blends and repackages chemicals for the dairy, commercial, janitorial, wholesale, and private label markets.

12. At all times relevant to this CAFO, Respondent was the operator of a “facility,” as defined by Section 329(4) of EPCRA, 42 U.S.C. § 11049(4), and 40 C.F.R. § 372.3.

13. The Facility has more than 10 “full-time employees,” as defined by 40 C.F.R. § 372.3.

14. The Facility is classified in a NAICS code set forth in 40 C.F.R. § 372.23.

15. Accordingly, the requirements of 42 U.S.C. § 11023 apply to the Facility.

16. In calendar years 2019, 2020, and 2021, Respondent processed nitric acid, a toxic chemical listed under 40 C.F.R. § 372.65(a)-(b), in quantities exceeding the established threshold of 25,000 pounds set forth at 40 C.F.R. § 372.25.

17. In calendar years 2020 and 2021, Respondent processed poly(oxy-1,2-ethanediyl), α -(4-nonylphenyl)- ω -hydroxy-, branched (Chemical Abstracts Service (“CAS”) number 127087-87-0), one of thirteen specific toxic chemicals that comprise the nonylphenol ethoxylates chemical category (“NPEs”), which is a toxic chemical category listed under 40 C.F.R. § 372.65(c), in quantities exceeding the established threshold of 25,000 pounds set forth at 40 C.F.R. § 372.25.

18. The requirements of Section 313 of EPCRA, 42 U.S.C. § 11023, therefore, apply to Respondent’s Facility.

19. On June 22, 2023, a duly authorized representative of EPA conducted a compliance evaluation of the Facility (the “EPCRA Inspection”) to determine its compliance with EPCRA Section 313 reporting requirements.

III. VIOLATIONS

Count 1: Failure to Timely Submit TRI Form For Nitric Acid for Calendar Year 2019

20. Paragraphs 1 through 19 are incorporated by reference as if fully set forth herein.

21. During calendar year 2019, Respondent processed nitric acid, a toxic chemical listed under 40 C.F.R. § 372.65(a), at the Facility in quantities greater than the 25,000-pound threshold amount established for EPCRA TRI reporting by 40 CFR § 372.25.

22. Respondent was therefore required to submit to EPA a TRI Form for nitric acid for calendar year 2019 on or before July 1, 2020. *See* Section 313(a) of EPCRA and 40 C.F.R. §§ 372.30 (a) and (d).

23. After being contacted by EPA in June 2023, Respondent submitted a TRI Form for nitric acid for calendar year 2019 on July 17, 2023.

24. Accordingly, Respondent failed to submit a TRI Form for nitric acid for calendar year 2019 to EPA on or before July 1, 2020.

25. Respondent's failure to timely submit a TRI Form for nitric acid violated Section 313 of EPCRA and 40 C.F.R. Part 372.

Count 2: Failure to Timely Submit TRI Form For Nitric Acid for Calendar Year 2020

26. Paragraphs 1 through 25 are incorporated by reference as if fully set forth herein.

27. During calendar year 2020, Respondent processed nitric acid, a toxic chemical listed under 40 C.F.R. § 372.65(a), at the Facility in quantities greater than the 25,000-pound threshold amount established for EPCRA TRI reporting by 40 CFR § 372.25.

28. Respondent was therefore required to submit to EPA a TRI Form for nitric acid for calendar year 2020 on or before July 1, 2021. *See* Section 313(a) of EPCRA and 40 C.F.R. §§ 372.30 (a) and (d).

29. After being contacted by EPA in June 2023, Respondent submitted a TRI Form for nitric acid for calendar year 2020 on July 17, 2023.

30. Accordingly, Respondent failed to submit a TRI Form for nitric acid for calendar year 2020 to EPA on or before July 1, 2021.

31. Respondent's failure to timely submit a TRI Form for nitric acid violated Section 313 of EPCRA and 40 C.F.R. Part 372.

Count 3: Failure to Timely Submit TRI Form For Nitric Acid for Calendar Year 2021

32. Paragraphs 1 through 31 are incorporated by reference as if fully set forth herein.

33. During calendar year 2021, Respondent processed nitric acid, a toxic chemical

listed under 40 C.F.R. § 372.65(a), at the Facility in quantities greater than the 25,000-pound threshold amount established for EPCRA TRI reporting by 40 CFR § 372.25.

34. Respondent was therefore required to submit to EPA a TRI Form for nitric acid for calendar year 2021 on or before July 1, 2022. *See* Section 313(a) of EPCRA and 40 C.F.R. §§ 372.30 (a) and (d).

35. After being contacted by EPA in June 2023, Respondent submitted a TRI Form for nitric acid for calendar year 2021 on July 17, 2023.

36. Accordingly, Respondent failed to submit a TRI Form for nitric acid for calendar year 2021 to EPA on or before July 1, 2022.

37. Respondent's failure to timely submit a TRI Form for nitric acid violated Section 313 of EPCRA and 40 C.F.R. Part 372.

Count 4: Failure to Timely Submit TRI Form For Nonylphenol Ethoxylates for Calendar Year 2020

38. Paragraphs 1 through 37 are incorporated by reference as if fully set forth herein.

39. During calendar year 2020, Respondent processed NPEs, a toxic chemical category listed under 40 C.F.R. § 372.65(c), at the Facility in quantities greater than the 25,000-pound threshold amount established for EPCRA TRI reporting by 40 CFR § 372.25.

40. Respondent was therefore required to submit to EPA a TRI Form for NPEs for calendar year 2020 on or before July 1, 2021. *See* Section 313(a) of EPCRA and 40 C.F.R. §§ 372.30 (a) and (d).

41. After being contacted by EPA in June 2023, Respondent submitted a TRI Form for NPEs for calendar year 2020 on July 17, 2023.

42. Accordingly, Respondent failed to submit a TRI Form for NPEs for calendar year 2020 to EPA on or before July 1, 2021.

43. Respondent's failure to timely submit a TRI Form for NPEs violated Section 313 of EPCRA and 40 C.F.R. Part 372.

Count 5: Failure to Timely Submit TRI Form For Nonylphenol Ethoxylates for Calendar Year 2021

44. Paragraphs 1 through 43 are incorporated by reference as if fully set forth herein.

45. During calendar year 2021, Respondent processed NPEs, a toxic chemical category listed under 40 C.F.R. § 372.65(c), at the Facility in quantities greater than the 25,000-pound threshold amount established for EPCRA TRI reporting by 40 CFR § 372.25.

46. Respondent was therefore required to submit to EPA a TRI Form for NPEs for calendar year 2021 on or before July 1, 2022. *See* Section 313(a) of EPCRA and 40 C.F.R. §§ 372.30 (a) and (d).

47. After being contacted by EPA in June 2023, Respondent submitted a TRI Form for NPEs for calendar year 2021 on July 17, 2023.

48. Accordingly, Respondent failed to submit a TRI Form for NPEs for calendar year 2021 to EPA on or before July 1, 2022.

49. Respondent's failure to timely submit a TRI Form for NPEs violated Section 313 of EPCRA and 40 C.F.R. Part 372.

IV. TERMS OF SETTLEMENT

50. Respondent certifies that it has corrected the alleged violations cited in Paragraphs 20 through 49 of this CAFO and agrees to operate the Facility in compliance with Section 313 of EPCRA, 42 U.S.C. § 11023, and the regulations promulgated thereunder found at 40 C.F.R. Part 372.

51. Respondent stipulates that EPA has jurisdiction over the subject matter alleged in this CAFO and that this CAFO states a claim upon which relief may be granted against

Respondent. Respondent hereby waives any defenses it might have as to jurisdiction and venue.

52. By signing this consent agreement, 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 the consent agreement.

53. Respondent waives any right (i) to contest the allegations, (ii) to request a judicial or administrative hearing on any issue of law or fact set forth in this CAFO, and (iii) to appeal the Final Order.

54. Without admitting or denying the facts and violations alleged in this CAFO, Respondent consents to the terms and issuance of this CAFO and agrees to the payment of the civil penalty set forth herein. The provisions of this CAFO shall be binding on Respondent and Respondent's officers, directors, agents, employees, successors, and assigns.

55. Pursuant to the relevant factors for penalties issued pursuant to Section 325(c)(1) of EPCRA, 42 U.S.C. § 11045(c)(1), and taking into account any such matters as justice may require, and Respondent's cooperation in agreeing to perform the non-penalty obligations in this CAFO, EPA has determined that it is fair and proper that Respondent pay a total civil penalty in the amount of \$74,159 to resolve the violations alleged in this matter. Respondent consents to the issuance of this CAFO and consents for the purposes of settlement to:

- a. Pay the penalty cited in paragraph 56 below; and
- b. Perform the Supplemental Environmental Project ("SEP") described in paragraphs 65 through 73 below.

Penalty Payment

56. Respondent agrees to pay a civil penalty in the amount of \$74,159 ("Assessed

Penalty”) within thirty (30) days after the date the Final Order ratifying this Agreement is filed with the Regional Hearing Clerk (“Filing Date”).

57. Respondent shall pay the Assessed 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>.

58. When making a payment, Respondent shall:

- a. Identify every payment with Respondent’s name and the docket number of this Agreement, EPCRA-01-2025-0008; and
- b. Concurrently with any payment or within 24 hours of any payment, Respondent shall serve proof of such payment to the following person(s):

Wanda Santiago
Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 1
santiago.wanda@epa.gov
and
R1_Hearing_Clerk_Filings@epa.gov

Uzma Bishop-Burney
Enforcement Counsel
U.S. Environmental Protection Agency, Region 1
BishopBurney.Uzma@epa.gov

and

U.S. Environmental Protection Agency
Cincinnati Finance Center
Via electronic mail to:
CINWD_AcctsReceivable@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, and identified with the appropriate docket number and Respondent's name.

59. Interest, Charges, and Penalties on Late Payments for the Assessed Penalty. With respect to the Assessed Penalty, pursuant to 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to timely pay the full amount of the Assessed Penalty per this Agreement, EPA is authorized to recover, in addition to the amount of the unpaid Assessed Penalty, the following amounts.

- a. Interest. Interest begins to accrue from the Filing Date. If the Assessed Penalty is paid in full within thirty (30) days, interest accrued is waived. If the Assessed Penalty is not paid in full within thirty (30) days, interest will continue to accrue until any unpaid portion of the Assessed 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 standard 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 Assessed Penalty in accordance with this Agreement, EPA will assess a charge to cover the costs of handling any unpaid amounts for the first thirty (30) day period after the Filing Date. Additional handling charges will be assessed every thirty (30) days, or any portion thereof, until the unpaid portion of the Assessed 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 unpaid portion of the

Assessed Penalty, interest, penalties, and other charges, that remain delinquent more than ninety (90) days. Any such amounts will accrue from the Filing Date.

60. Late Penalty Actions. In addition to the amounts described in the prior Paragraph, if Respondent fails to timely pay any portion of the Assessed Penalty, interest, or other charges and penalties per this Agreement, EPA may take additional actions. Such actions EPA may take include, but are not limited to, the following.

- a. Refer the debt to a credit reporting agency or a collection agency, per 40 C.F.R. §§ 13.13 and 13.14.
- b. Collect the debt by administrative offset (i.e., the withholding of money payable by the United States government to, or held by the United States government for, a person to satisfy the debt the person owes the United States government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, per 40 C.F.R. Part 13, Subparts C and H.
- 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, per 40 C.F.R. § 13.17.
- d. Refer this matter to the United States Department of Justice for litigation and collection, per 40 C.F.R. § 13.33.

61. Allocation of Payments. Pursuant to 31 C.F.R. § 901.9(f) and 40 C.F.R. § 13.11(d), a partial payment of debt will be applied first to outstanding handling charges, second to late penalty charges, third to accrued interest, and last to the principal that is the outstanding Assessed Penalty amount.

62. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to

this Agreement shall not be deductible for purposes of federal taxes.

63. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, EPA is required to annually send to the Internal Revenue Service (“IRS”) a completed IRS Form 1098-F (“Fines, Penalties, and Other Amounts”) with respect to any court order or settlement agreement (including administrative settlements), that require a payor to pay an aggregate amount that EPA reasonably believes will be equal to, or in excess of, \$50,000 for the payor’s violation of any law or the investigation or inquiry into the payor’s potential violation of any law, including amounts paid for “restitution or remediation of property” or to come “into compliance with a law.” EPA is further required to furnish a written statement, which provides the same information provided to the IRS, to each payor (i.e., a copy of IRS Form 1098-F). Respondent’s failure to comply with providing IRS Form W-9 or Tax Identification Number (“TIN”), as described below, may subject Respondent to a penalty, per 26 U.S.C. § 6723, 26 U.S.C. § 6724(d)(3), and 26 C.F.R. § 301.6723-1. To provide EPA with sufficient information to enable it to fulfill these obligations, Respondent shall complete the following actions as applicable.

- a. Respondent shall complete an IRS Form W-9 (“Request for Taxpayer Identification Number and Certification”), which is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>;
- b. Respondent shall therein certify that its completed IRS Form W-9 includes Respondent’s correct TIN or that Respondent has applied and is waiting for issuance of a TIN;
- c. Respondent shall email its completed Form W-9 to EPA’s Cincinnati Finance Center at chalifoux.jessica@epa.gov, on or before the date that Respondent’s penalty payment is due, pursuant to paragraph 56 of this CAFO, or within 7 days

should the order become effective between December 15 and December 31 of the calendar year. EPA recommends encrypting IRS Form W-9 email correspondence; and

- d. In the event that Respondent has certified in its completed IRS Form W-9 that it does not yet have a TIN but has applied for a TIN, Respondent shall provide EPA's Cincinnati Finance Center with Respondent's TIN, via email at the address identified in the preceding sub-paragraph, within five (5) days of Respondent's receipt of a TIN issued by the IRS.

Non-Penalty Conditions

64. In response to the alleged violations of EPCRA and in settlement of this matter, although not required by EPCRA or any other federal, state, or local law, Respondent agrees to implement a supplemental environmental project ("SEP"), as described below in paragraphs 65 through 73 and Attachment 1, which is incorporated herein by reference.

65. Respondent shall complete an Emergency Planning and Preparedness SEP by donating two defibrillators and associated necessary equipment, as described in Attachment 1, to the Dudley Fire Department. This equipment will enhance the Dudley Fire Department's emergency response capabilities, including responses to releases of TRI chemicals.

66. Respondent shall spend no less than \$150,051 implementing the SEP. The estimated costs are detailed in Attachment 1. Respondent shall include documentation of the expenditures made in connection with the SEP as part of the SEP Completion Report.

67. Respondent shall complete the SEP within 90 (ninety) days of the effective date of this CAFO.

68. Respondent has selected the Dudley Fire Department to receive the SEP donation

described in paragraphs 65 and 66.

69. The EPA had no role in the selection of any SEP implementer, SEP recipient, or specific equipment identified in the SEP, nor shall this CAFO be construed to constitute EPA approval or endorsement of any SEP implementer, SEP recipient, or specific equipment identified in this CAFO.

70. The SEP is consistent with applicable EPA policy and guidance, specifically EPA's 2015 Update to the 1998 Supplemental Environmental Projects Policy (March 10, 2015). The SEP advances at least one of the objectives of EPCRA by supporting a local fire department's emergency planning and response efforts. The SEP is not inconsistent with any provision of EPCRA. The SEP relates to the alleged violations and is designed to reduce the overall risk to public health and/or the environment potentially affected by the alleged violations of EPCRA by enabling the local fire department to respond effectively and safely to potential chemical accidents or releases at the Facility or other facilities in the area.

71. Respondent certifies the truth and accuracy of each of the following:

- a. That the SEP was voluntarily proposed by Respondent;
- b. That all cost information provided to the EPA in connection with the EPA's approval of the SEP is complete and accurate and that the Respondent in good faith estimates that the cost to implement the SEP, exclusive of administrative or oversight costs, is \$150,051;
- c. That, as of the date of executing this CAFO, neither Respondent nor the Dudley Fire Department is required to perform or develop the SEP by any federal, state, or local law or regulation and is not required to perform or develop the SEP by agreement, grant, or as injunctive relief awarded in any

- other action in any forum;
- d. That the SEP is not a project that Respondent was planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this CAFO;
 - e. That Respondent has not received and will not have received credit for the SEP in any other enforcement action;
 - f. That Respondent will not receive reimbursement for any portion of the SEP from another person or entity;
 - g. That for federal income tax purposes, Respondent agrees that it will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEP;
 - h. That Respondent is not a party to any open federal financial assistance transaction that is funding or could fund the same activity as the SEP described in this CAFO; and
 - i. That Respondent has inquired of the Dudley Fire Department whether it is party to an open federal financial assistance transaction that is funding or could fund the same activity as the SEP and has been informed by the Dudley Fire Department that it is not a party to such a transaction.

72. For the purposes of this certification, the term “open federal financial assistance transaction” refers to a grant, cooperative agreement loan, federally-guaranteed loan guarantee, or other mechanism for providing federal financial assistance whose performance period has not yet expired.

73. Any public statement, oral or written, in print, film, or other media, made by

Respondent or a representative of Respondent making reference to the SEP under this CAFO from the date of its execution of this CAFO shall include the following language: “This project was undertaken in connection with the settlement of an enforcement action taken by the U.S. Environmental Protection Agency for alleged violations of the federal laws.”

74. Respondent shall submit a SEP Completion Report to EPA within 7 days of completing the SEP. The SEP Completion Report shall contain the following information, with supporting documentation:

- a. A detailed description of the SEP as implemented;
- b. A description of any implementation challenges encountered and the solutions thereto;
- c. Itemized costs;
- d. Certification that the SEP has been fully implemented pursuant to the provisions of this CAFO; and
- e. A description of the environmental and public health benefits resulting from implementation of the SEP.

75. Respondent agrees that failure to submit the SEP Completion Report shall be deemed a violation of this CAFO and Respondent shall become liable for stipulated penalties pursuant to paragraphs 82 through 88 below.

76. All documents submitted to EPA in the course of implementing this Agreement shall be available to the public unless identified as confidential by Respondent pursuant to 40 C.F.R. Part 2 Subpart B and determined by EPA to merit treatment as confidential business information, in accordance with applicable law.

77. In itemizing its costs in the SEP Completion Report, Respondent shall clearly

identify and provide acceptable documentation for all eligible SEP costs. Where the SEP completion report includes costs not eligible for SEP credit, those costs must be clearly identified as such. For purposes of this paragraph, “acceptable documentation” includes invoices, purchase orders, or other documentation that specifically identifies and itemizes the individual costs of the goods and/or services for which payment is being made. Canceled drafts do not constitute acceptable documentation unless such drafts specifically identify and itemize the individual costs of the goods and/or services for which payment is being made.

78. After receipt of the SEP Completion Report, EPA will, in writing to the Respondent, either: (i) identify any deficiencies in the SEP Completion Report itself along with a grant of an additional thirty (30) days for the Respondent to correct any deficiencies; or, (ii) indicate that EPA concludes that the project has been completed satisfactorily; or, (iii) determine that the project has not been completed satisfactorily and seek stipulated penalties in accordance with paragraphs 82 through 88 herein.

79. If EPA elects to exercise option (i) above, i.e. if the SEP Report is determined to be deficient but EPA has not yet made a final determination about the adequacy of SEP completion itself, Respondent may object in writing to the notification of deficiency given pursuant to this paragraph within ten (10) days of receipt of such notification. EPA and Respondent shall have an additional thirty (30) days from the receipt by EPA of the notification of objection to reach agreement on changes necessary to the SEP Report. If agreement cannot be reached on any such issue within this thirty (30) day period, EPA shall provide a written statement of its decision on adequacy of the completion of the SEP to Respondent, which decision shall be final and binding upon Respondent.

Notifications

80. Submissions required by this Agreement shall be in writing and shall be sent to the following recipients by electronic mail:

Mary Jane O'Donnell
Supervisory Environmental Engineer
U.S. Environmental Protection Agency, Region 1
Odonnell.Maryjane@epa.gov

and

Uzma Bishop-Burney
Enforcement Counsel
U.S. Environmental Protection Agency, Region 1
BishopBurney.Uzma@epa.gov

81. EPA will send all written communication to:

Mark Ruggeri
Webco Chemical Corporation
420 West Main St.
Dudley, MA 01571
markr@webcochemical.com

Stipulated Penalties

82. Respondent's failure to comply with any of the provisions in paragraphs 65 through 68 and paragraphs 74 through 79 above shall make Respondent liable for stipulated penalties as set forth in paragraphs 83 through 88 below.

83. *Late Performance of SEP*: Except as provided in paragraphs 84 and 85 below, if Respondent fails to satisfactorily complete the requirements regarding the SEP specified in paragraphs 64 through 73 by the deadline in paragraph 67, Respondent agrees to pay, in addition to the Assessed Penalty in paragraph 56, the following per day per violation stipulated penalty for each day the Respondent is late meeting the applicable SEP requirement:

- a. \$200 per day for days 1-30; and
- b. \$250 per day for days beyond day 30.

84. *Late Submittal of SEP Report:* If Respondent fails to timely submit the SEP Completion Report in accordance with the timelines set forth in this CAFO, Respondent agrees to pay, in addition to the Assessed Penalty in paragraph 56, the following per day stipulated penalty for each day after the report was due until Respondent submits the report in its entirety:

- a. \$200 per day for days 1-30; and
- b. \$250 per day for days beyond day 30.

85. *Failure to Complete SEP:* If Respondent does not satisfactorily complete the SEP, including spending the minimum amount on the SEP set forth in paragraph 66, Respondent agrees to pay, in addition to the Assessed Penalty in paragraph 56, a stipulated penalty to the United States in the amount of \$165,056. “Satisfactory completion” of the SEP is defined as Respondent spending no less than \$150,051 to provide the Dudley Fire Department with the emergency response equipment described in paragraph 65 and Attachment 1, subject to the conditions described in this CAFO and within ninety (90) days of the effective date of this CAFO. The determinations of whether the SEP has been satisfactorily completed shall be in the sole discretion of EPA.

86. EPA retains the right to waive or reduce a stipulated penalty at its sole discretion.

87. Respondent shall pay stipulated penalties not more than fifteen (15) days after receipt of written demand by EPA for such penalties. The method of payment shall be in accordance with the provisions of paragraphs 57 and 58. Interest and late charges shall be paid as stated in paragraphs 59 and 60.

88. EPA may, in the unreviewable exercise of its discretion, reduce or waive stipulated penalties otherwise due under this CAFO.

Additional Provisions

89. This CAFO constitutes a settlement by EPA of all claims for civil penalties pursuant to Section 325(c) of EPCRA for the violations specifically alleged in Section III of this CAFO. Compliance with this CAFO shall not be a defense to any actions subsequently commenced pursuant to federal laws and regulations administered by EPA, and it is the responsibility of Respondent to comply with such laws and regulations. This CAFO in no way relieves Respondent or its employees of any criminal liability. Nothing in this CAFO shall be construed to limit the authority of the United States to undertake any action against Respondent in response to conditions which may present an imminent and substantial endangerment to the public.

90. Nothing in this CAFO shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions if Respondent is in violation of this CAFO or continues to be in violation of the statutes and regulations upon which the allegations in this CAFO are based, or if Respondent violates any other applicable provision of federal, state, or local law.

91. Each of the undersigned representatives of the Parties certifies that he or she is fully authorized by the party responsible to enter into the terms and conditions of this CAFO and to execute and legally bind that Party to it.

92. Complainant and Respondent, by entering into this CAFO, 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 address: markr@webcochemical.com. Respondent understands that this e-mail address may be made public when the CAFO and Certificate of Service are filed and uploaded to a searchable database. 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.

93. Each Party shall bear its own costs and attorneys' fees in this proceeding and specifically waives any right to recover such costs pursuant to the Equal Access to Justice Act, 5 U.S.C. § 504, or other applicable laws.

94. The terms, conditions, and compliance requirements of this CAFO may not be modified or amended except upon the written agreement of the Parties and approval of the Regional Judicial Officer, except that the Regional Judicial Officer need not approve written agreements between the parties modifying the SEP schedules described in paragraphs 67, 74, 78, 79, and 85. The Manager of EPA Region 1's Waste and Chemical Compliance Section shall have the authority to extend the deadlines in paragraphs 67, 74, 78, 79, and 85 for good cause.

95. In accordance with 40 C.F.R. § 22.31(b), the effective date of this CAFO is the date on which this CAFO is filed, either in person or electronically via email, with the Regional Hearing Clerk.

FOR RESPONDENT:



Mark Ruggeri
Chief Operations Officer
Webco Chemical Corporation

03 June 2025
Date

FOR COMPLAINANT:

James Chow, Director
Enforcement and Compliance Assurance Division
EPA Region 1

Date

FINAL ORDER

Pursuant to 40 C.F.R. §§ 22.18(b) and (c) of the EPA's Consolidated Rules of Practice, the foregoing Consent Agreement resolving this matter is incorporated by reference into this Final Order and is hereby ratified. The Respondent is ORDERED to comply with all terms of the Consent Agreement, which shall become effective on the date it is filed with the Regional Hearing Clerk.

LeAnn Jensen
Regional Judicial Officer
EPA Region 1

Date

Attachment 1 – Supplemental Environmental Project
Price quote for Stryker, 2025 AFG LP35 (Lifepak 35 Monitor/Defibrillator)

No.	Quantity and description of equipment	Estimated Cost (Quoted)
1	Two (2) “Lifepak 35 Defibrillators” (LP35, EN-US, MAS-SP/CO, MED-CO2, SUN-NIBP, 12L, WIFI/CELL/LN/CPRIN, STD, BT	\$96,632
2	Four (4) Lifepak Flex Lithium Ion Batteries	\$3760
3	One (1) Lifepak Flex Battery Charger	\$2820
4	One (1) AC Power Cord (North America, Hospital Grade)	\$101.52
5	Two (2) Lifepak Therapy Cables	\$968.20
6	Four (4) LNCS-II Reusable rainbow 8-wavelength Adult Sensor	\$3342.64
7	RD SET DCI Reusable Sensors, Four (4) Adult, Four (4) Pediatric	\$3143.36
8	Reusable Cuffs, Two (2) Infant (8-14 cm), Two (2) Pediatric (13-20 cm), Two (2) Small, Adult (18-26 cm), Two (2) Large, Adult (32-42 cm), Two (2) X-Large, Adult (35-44 cm)	\$421.12
9	Two (2) Lifepak Printer Kits	\$5640
10	Two (2) Lifepak 35 Storage Bag Kits, Two (2) Straps	\$1269
11	Two (2) LP35 Docking Stations	\$6016
12	Two (2) Test Loads, English	\$0
13	Lifepak ECG cables (Four (4) Lifepak 3-wire extended precordial ECG cables; Two (2) Lifepak 4-wire ECG cable, 1.52m (5 ft), AHA; Two (2) Lifepak 6-wire expandable precordial ECG cables, AHA	\$1990.92
14	Cable, Patient, RD RNBOW, SET RA25-04, EMS, MASIMO	\$752
15	15-Lead Patient Simulator (QUIK-COMBO)	\$1410
	EQUIPMENT TOTAL	\$128,266.76
	Trade-in LP15 for LP35	-\$7000
16	LIFEPAK35-FLD-PRO (Service Warranty, 72 mos)	\$25,322.88
17	Lifepak Cellular Modem, North America	\$2820
	Estimated Sales Tax	\$0
	Freight/Shipping	\$641.33
	GRAND TOTAL	\$150,050.97