

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2**

**June 11, 2024 @ 12:14 pm
USEPA – Region II
Regional Hearing Clerk**

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In the Matter of :
WESCO HMB, Inc. :
Respondent. :
Proceeding under Section 325(c) of Title III :
of the Superfund Amendments and Reauthorization Act :
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**CONSENT AGREEMENT
AND
FINAL ORDER**
**DOCKET NUMBER
EPCRA-02-2024-4104**

PRELIMINARY STATEMENT

This administrative proceeding for the assessment of a civil penalty was instituted pursuant to Section 325(c) of Title III of the Superfund Amendments and Reauthorization Act, 42 U.S.C. § 11001 et seq. [also known as the Emergency Planning and Community Right-to-Know Act of 1986 (hereinafter, "EPCRA" or "the Act")].

Pursuant to 40 C.F.R. § 22.13(b) of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits, 40 C.F.R. Part 22 (hereinafter, "Consolidated Rules") where the parties agree to settlement of one or more causes of action before the filing of an Administrative Complaint, a proceeding may be simultaneously commenced and concluded by the issuance of a Consent Agreement and Final Order ("CA/FO") pursuant to 40 C.F.R. §§ 22.18(b)(2) and (3).

The Director of the Enforcement and Compliance Assurance Division, United States Environmental Protection Agency, Region 2 (hereinafter "the EPA" or "Complainant") alleges that WESCO HMB, Inc. (hereinafter "Respondent" or "Wesco") at 108 Liberty Street, Metuchen, NJ 08840 (hereinafter, "Respondent's facility") violated the requirements of Section 313 of EPCRA, 42

U.S.C. § 11023, and the regulations promulgated pursuant to that section, codified at 40 C.F.R. Part 372.

The EPA and WESCO agree that settling this matter by entering into this CA/FO, pursuant to 40 C.F.R. § 22.13(b) and 40 C.F.R. § 22.18(b)(2) and (3), is an appropriate means of resolving this case without further litigation. This CA/FO is being issued pursuant to said provisions of 40 C.F.R. Part 22. No formal or adjudicated findings of fact or conclusions of law have been made. The following constitutes Complainant's findings of fact and conclusions of law based upon information the EPA obtained as the result of the EPA's November 16 2022 inspection, and other communications with the facility.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Respondent is WESCO HMB, Inc. (TRI Facility ID: 0884WWSCHM18LIB).
2. At all times relevant hereto, Respondent has owned and operated a facility located at 108 Liberty Street, Metuchen, NJ 08840 which is the subject of this CA/FO.
3. Under Section 313 of EPCRA and 40 C.F.R. § 372.22, owners or operators of a facility subject to the requirements of Section 313(b) are required to submit annually, no later than July 1 of each year, a complete and correct Toxic Chemical Release Inventory Reporting Form R report, EPA Form 9350-1 ("TRI Form R report"), for each toxic chemical listed under 40 C.F.R. 372.65 and/or 40 C.F.R. § 372.28 that was manufactured, processed, or otherwise used during the preceding calendar year in quantities exceeding the established toxic chemical thresholds. Each required TRI Form R report must be submitted to the Environmental Protection Agency and to the State or Territory in which the subject facility is located. As an alternative to the requirements set forth above, pursuant to Section 313(f)(2) of EPCRA, 42 U.S.C. § 11023(f)(2), and 40 C.F.R. § 372.27, owners or operators of a facility subject to the requirements of Section 313(b) with respect to the "manufacture, process or otherwise use" of a toxic chemical may apply an alternate threshold of one million (1,000,000) pounds per year to that chemical if the

conditions set forth in 40 C.F.R. § 372.27(a) are met. If the aforementioned alternate threshold for a specific toxic chemical is applicable, such owners or operators, in lieu of filing a TRI Form R report, may submit an "Alternate Threshold Certification Statement" ("TRI Form A report") pursuant to 40 C.F.R. § 372.27(b). Pursuant to 40 C.F.R. 372.27(e), the EPA has excluded the Persistent Bioaccumulative Toxic Chemicals listed in 40 C.F.R. Section 372.28 from eligibility for the Alternate Thresholds described in 40 C.F.R. § 372.27(a). [59 Fed. Reg. 61502, Nov. 30, 1994, as amended at 64 Fed. Reg. 58750, Oct. 29, 1999; as amended at 71 Fed. Reg. 76944, Dec. 22, 2006; as amended at 74 Fed. Reg. 19005, Apr. 27, 2009].

4. Respondent is a "person" within the meaning of Section 329(7) of EPCRA, 42 U.S.C. § 11049(7).
5. Respondent is an owner of a "facility" as that term is defined by Section 329(4) of EPCRA, 42 U.S.C. § 11049(4), and by 40 C.F.R. § 372.3.
6. Respondent is an operator of a "facility" as that term is defined by Section 329(4) of EPCRA, 42 U.S.C. § 11049(4), and by 40 C.F.R. § 372.3.
7. Respondent's facility has ten (10) or more "full time employees" as that term is defined by 40 C.F.R. § 372.3.
8. Respondent's facility is described by North American Industry Classification System (NAICS) code 424690 - Other Chemical and Allied Products Merchant Wholesalers, and by NAICS 325998 - All Other Miscellaneous Chemical Product and Preparation Manufacturing.
9. Respondent is subject to the requirements of Section 313(b) of EPCRA, 42 U.S.C. § 11023(b), and 40 C.F.R. § 372.22.
10. Bromochlorodifluoromethane (Chemical Abstracts Service number 353-59-3) is a listed chemical under 40 C.F.R. § 372.65.

11. Bromotrifluoromethane (Chemical Abstracts Service number 75-63-8) is a listed chemical under 40 C.F.R. § 372.65.
12. Respondent's facility manufactured, processed or otherwise used Bromochlorodifluoromethane in amounts exceeding the reporting threshold in Calendar Year 2019.
13. Respondent was required to submit a timely, complete, and correct TRI Form A or Form R report for Bromochlorodifluoromethane for Calendar Year 2019 on or before July 1, 2020 to the Administrator of the EPA and to the State of New Jersey.
14. Respondent submitted a Form R report for Bromochlorodifluoromethane for Calendar year 2019 on May 9, 2023.
15. Respondent's failure to submit a timely TRI Form A or Form R report for Bromochlorodifluoromethane for Calendar Year 2019 to the EPA constitutes a failure to comply with Section 313 of EPCRA 42 U.S.C. § 11023, and with 40 C.F.R. Part 372, for which a penalty may be assessed.
16. Respondent's facility manufactured, processed or otherwise used Bromotrifluoromethane in amounts exceeding the reporting threshold in Calendar Year 2019.
17. Respondent was required to submit a timely, complete, and correct TRI Form A or Form R report for Bromotrifluoromethane for Calendar Year 2019 on or before July 1, 2020 to the Administrator of the EPA and to the State of New Jersey.
18. Respondent submitted a Form R report for Bromotrifluoromethane for Calendar year 2019 on May 9, 2023.
19. Respondent's failure to submit a timely TRI Form A or Form R report for Bromotrifluoromethane for Calendar Year 2019 to the EPA constitutes a failure to comply with Section 313 of EPCRA 42 U.S.C. § 11023, and with 40 C.F.R. Part 372, for

which a penalty may be assessed.

20. Respondent's facility manufactured, processed or otherwise used Bromotrifluoromethane in amounts exceeding the reporting threshold in Calendar Year 2020.
21. Respondent was required to submit a timely, complete, and correct TRI Form A or Form R report for Bromotrifluoromethane for Calendar Year 2020 on or before July 1, 2021 to the Administrator of the EPA and to the State of New Jersey.
22. Respondent submitted a Form R report for Bromotrifluoromethane for Calendar year 2020 on May 9, 2023.
23. Respondent's failure to submit a timely TRI Form A or Form R report for Bromotrifluoromethane for Calendar Year 2020 to the EPA constitutes a failure to comply with Section 313 of EPCRA 42 U.S.C. § 11023, and with 40 C.F.R. Part 372, for which a penalty may be assessed.
24. Respondent's facility manufactured, processed or otherwise used Bromotrifluoromethane in amounts exceeding the reporting threshold in Calendar Year 2021.
25. Respondent was required to submit a timely, complete, and correct TRI Form A or Form R report for Bromotrifluoromethane for Calendar Year 2021 on or before July 1, 2022 to the Administrator of the EPA and to the State of New Jersey.
26. Respondent submitted a Form R report for Bromotrifluoromethane for Calendar year 2021 on May 9, 2023.
27. Respondent's failure to submit a timely TRI Form A or Form R report for Bromotrifluoromethane for Calendar Year 2021 to the EPA constitutes a failure to comply with Section 313 of EPCRA 42 U.S.C. § 11023, and with 40 C.F.R. Part 372, for which a penalty may be assessed.

CONSENT AGREEMENT

Based on the foregoing, and pursuant to Section 325(c) of EPCRA, and in accordance with the Consolidated Rules, it is hereby agreed by and between the parties hereto, and accepted by Respondent, that Respondent voluntarily and knowingly agrees to, and shall comply with, the following terms.

28. Respondent hereby certifies that, as of the date of its signature to this CA/FO, to the best of its knowledge and belief, it is now in full compliance with the provisions and statutory requirements of Section 313 of EPCRA, 42 U.S.C. § 11023, and the regulations set forth at 40 C.F.R. Part 372.
29. For the purpose of this proceeding, Respondent knowingly and voluntarily: (a) admits that the EPA has jurisdiction under EPCRA to enforce the provisions of the Act and the regulations promulgated thereunder; (b) neither admits nor denies the specific factual allegations and assertions set forth in the “Findings of Fact and Conclusions of Law” section; (c) consents to the assessment of the civil penalty as set forth below; (d) consents to the issuance of the Final Order incorporating all provisions of this Consent Agreement; and (e) waives its right to contest or appeal that Final Order.

Penalty

30. Respondent shall pay a civil penalty to the EPA in the total amount of **SIX THOUSAND SIX HUNDRED FIFTY DOLLARS (\$6,650.00)**. Payment shall be due within **thirty (30) calendar days** from the date on which the Regional Administrator signs the Final Order located at the end of this CA/FO (the “due date”).
31. Payment shall be made by cashier’s check, certified check, electronically via Fedwire or on-line in accordance with the instructions set forth in this paragraph. If Respondent makes payment by cashier’s check or certified check, then each such check shall be **received** at the below-listed address on or before the due date. If Respondent makes

payment electronically, then each such Fedwire or online payment shall be **effected** on or before the due date.

a. If Respondent chooses to make payment by cashier's check or by certified check, each such check shall be made payable to the "**Treasurer, United States of America**" and shall be identified with a notation thereon listing the following: ***In the Matter of WESCO HMB, Inc., EPCRA-02-2024-4104***. If Respondent chooses to pay by check, each check shall be identified with a notation of the name of Respondent and the Docket Number of this case, set forth in the caption on the first page of this document. Such check shall be mailed to one of the following addresses.

If sent by United States Postal Service (USPS) standard delivery:

U.S. Environmental Protection Agency
P.O. Box 979078
St. Louis, MO 63197-9000

If sent by services using signed receipt confirmation (FedEx, DHL, UPS, USPS certified, registered, etc.):

U.S. Environmental Protection Agency
Government Lockbox 979078
3180 Rider Trail S.
Earth City, MO 63045

b. If Respondent chooses to make payment by Fedwire, Respondent shall then provide the following information to its remitter bank when each such payment is being made:

- i. Amount of Payment
- ii. SWIFT address: **FRNYUS33, 33 Liberty Street, New York, New York 10045**
- iii. Account Code for Federal Reserve Bank of New York receiving payment: **68010727**

In the Matter of WESCO HMB, Inc., Docket No. EPCRA-02-2024-4104

iv. Federal Reserve Bank of New York ABA routing number: **021030004**

v. Field Tag 4200 of the Fedwire message should read: **D 68010727**

Environmental Protection Agency

vi. Name of Respondent: **WESCO HMB, Inc.**

vii. Docket Number: **EPCRA-02-2024-4104.**

c. If Respondent chooses to make on-line payment, Respondent shall go to www.pay.gov and enter "SFO 1.1" in the search field on the tool bar on the Home Page; select "Continue" under "EPA Miscellaneous Payments – Cincinnati Finance Center;" and open the form and complete the required fields. Once payment has been effected, Respondent shall email proof of payment to crossmon.james@epa.gov and wise.milton@epa.gov with *In the Matter of WESCO HMB, Inc.*, EPCRA-02-2024-4104 as the subject line.

d. Whether Respondent makes the payment by cashier's check, certified check electronically via Fedwire or on-line, Respondent shall, promptly when payment has been made, furnish reasonable proof that the required payment has been made, and such proof shall be furnished to the EPA representative identified in Paragraph 57 below.

32. Failure to pay the penalty in full according to the above provisions will result in the referral of this matter to the U.S. Department of Justice or the U.S. Department of the Treasury for collection.
33. Further, pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, the EPA is entitled to assess interest, administrative costs and late payment penalties on outstanding debts owed to the United States, including the United States Environmental Protection Agency, and a charge to cover costs of processing and handling delinquent claims.

a. Interest: Any unpaid portion of a civil penalty must bear interest at

the rate established by the Secretary of the Treasury pursuant to 31 U.S.C. § 3717(a)(1). Interest will therefore begin to accrue on any portion of the civil penalty not paid by the relevant due date(s) specified above. Forty C.F.R. § 13.11 (a)(1) provides for assessing the annual rate of interest that is equal to the rate of the current value of funds to the United States Treasury (i.e., the Treasury tax and loan account rate) on installment payments.

b. Handling Charges: Pursuant to 31 U.S.C. § 3717(e)(1), a monthly handling charge of fifteen dollars (\$15.00) shall be assessed for each thirty (30) day calendar period, or any portion thereof, following the date the payment was to have been made, in which payment of the amount remains in arrears.

c. Late Penalty Charge: A late penalty charge of six percent (6%) per year will be assessed monthly on any portion of the civil penalty that remains delinquent more than ninety (90) calendar days. 40 C.F.R. § 13.11(c). The late payment penalty on any portion of the civil penalty that remains delinquent more than ninety days shall accrue from the first day payment is delinquent. 31 C.F.R. § 901.9(d).

34. The civil penalty (including any payment of interest, late payment handling charge, or stipulated penalty that comes due) herein constitutes a “penalty” within the meaning of 26 U.S.C. § 162(f) and is not a deductible expenditure for purposes of federal or state law.

Supplemental Environmental Project

35. In response to the alleged violations of EPCRA and in settlement of this matter, although not required by statute or any other federal, state or local law, Respondent agrees to implement a supplemental environmental project (SEP), as described below in paragraph 36, and Appendix A.
36. Respondent shall complete an Emergency Planning and Preparedness SEP. Respondent

will purchase and donate to the Metuchen Fire Department an enclosed modified cargo trailer as detailed in Appendix A (three equipment related invoices) which is appended to this CA/FO and incorporated herein.

37. Respondent shall spend no less than \$24,938 on the purchase of the mobile enclosed trailer. Respondent shall include documentation of the expenditures made in connection with the SEP as part of the SEP Completion Report.
38. Respondent shall complete the SEP within six (6) months from the date the EPA Regional Administrator signs this CA/FO.
39. Respondent has selected the Metuchen Fire Department to receive the enclosed modified cargo trailer.
40. The EPA had no role in the selection of the SEP recipient, or specific equipment identified in the SEP, nor shall this CA/FO be construed to constitute EPA approval or endorsement of the SEP recipient, or specific equipment identified in this CA/FO.
41. Respondent certifies that the SEP is consistent with applicable EPA policy and guidelines, specifically EPA's 2015 Update to the 1998 Supplemental Environmental Projects Policy, (March 10, 2015). The SEP is not inconsistent with any provision of EPCRA and advances at least one of EPCRA's objectives by improving the Metuchen Fire Department's ability to respond to emergencies involving hazardous chemicals. The SEP relates to the alleged violations and is designed to reduce the adverse impact to public health and/or the environment to which the alleged violations contributed by improving the Metuchen Fire Department's ability to respond to emergencies involving hazardous chemicals in Metuchen, New Jersey, and the surrounding communities.
42. Respondent certifies the truth and accuracy of each of the following:
 - a. 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 is not less than \$24,938;

b. That, as of the date of executing this CA/FO, Respondent is not 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;

c. 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 CA/FO;

d. That Respondent has not received and will not have received credit for the SEP in any other enforcement action;

e. That Respondent will not receive reimbursement for any portion of the SEP from another person or entity;

f. 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;

g. 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 Paragraph 36, above; and

h. That Respondent has inquired of the SEP recipient, Metuchen 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 Respondent has been informed by the Metuchen Fire Department that it is not a party to such a transaction.

43. 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 CA/FO from the date of its execution of this CA/FO 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."
44. SEP Completion Report
- a. Respondent shall submit a SEP Completion Report to EPA not later than nine (9) months from the date the EPA Regional Administrator signs this CA/FO. The SEP Completion Report shall contain the following information, with supporting documentation:
 - i. A list of items donated and documentation of each item's cost or value. Documentation may include, but not be limited to, vendor invoice(s) or receipt(s) and photographs;
 - ii. A dated letter signed by an authorized official of the Metuchen Fire Department acknowledging receipt and acceptance of the specific items/equipment donated.
 - iii. A description of any problems related to the donation encountered and the solutions thereto;
 - iv. Certification that the SEP has been fully implemented pursuant to the provisions of this CA/FO; and
 - v. A description of the environmental and public health benefits resulting from implementation of the SEP (with a quantification of the benefits, if feasible).
 - b. Respondent shall submit all notices and reports required by this CA/FO as provided in paragraph 57, below.
 - c. 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.

d. Respondent agrees that failure to submit the SEP Completion Report as required in this paragraph shall be deemed a violation of this CA/FO and Respondent shall become liable for stipulated penalties pursuant to paragraph 48 below.

45. Respondent shall maintain legible copies of documentation supporting the information contained in the SEP Completion report submitted to the EPA pursuant to this CA/FO for three (3) years after Respondent has fully complied with this CA/FO, and Respondent shall provide such documentation to the EPA within (7) seven days of a request for such information.
46. Respondent shall, by its officers, sign and certify under penalty of law that the information contained in the SEP Completion Report is true, accurate, and not misleading by signing the following statement:

"I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment."

47. EPA acceptance of the SEP Report

- a. After receipt of the SEP Completion Report described in paragraph 44 above, 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 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 paragraph 48 below.

b. If EPA elects to exercise option (i) above, i.e., if the SEP Completion 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 SEP Completion Report to Respondent, which decision shall be final and binding upon Respondent.

48. Stipulated Penalties

- a. Except as provided in subparagraphs (b) and (c) below, if Respondent fails to satisfactorily complete the requirements regarding the SEP specified in paragraph 36 and 37 above, by the deadline in Paragraph 38 above, Respondent agrees to pay, in addition to the civil penalty in Paragraph 30 above, the following per day per violation stipulated penalty for each day the Respondent is late meeting

the applicable SEP requirement:

- i. \$250 per day for days 1-30
- ii. \$300 per day for days 31 - 60
- iii. \$500 per day for day 61 and thereafter.

b. If Respondent fails to timely submit the SEP Completion report, as referred to in paragraph 44 in accordance with the timelines set forth therein, Respondent agrees to the following per day stipulated penalty for each day after the report was due until Respondent submits the report in its entirety:

- i. \$100 per day for days 1-30
- ii. \$150 per day for days 31 - 60
- iii. \$250 per day for day 61 and thereafter.

c. If Respondent does not satisfactorily complete the SEP, including spending the minimum amount on the SEP set forth in paragraph 37 above, Respondent shall pay a stipulated penalty to the United States in the amount of \$30,000. "Satisfactory completion" of the SEP is defined as Respondent spending no less than \$24,938 on the purchase and donation of an enclosed modified cargo trailer to the Metuchen Fire Department within six (6) months from the date that the EPA Regional Administrator signs this CA/FO. The determinations of whether the SEP has been satisfactorily completed shall be in the sole discretion of EPA.

d. A stipulated penalty under this paragraph shall begin to accrue on the day after the day that the SEP Completion Report is due.

e. 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 paragraph 31 above. Interest and late charges shall be paid as stated in paragraph 33. Failure to pay any

stipulated penalties due and owing due may result in referral of this matter to the U.S. Department of Justice or the U.S. Department of the Treasury for collection.

f. The determination of whether the SEP has been satisfactorily completed, whether specific expenditures that have been made are creditable toward the required SEP expenditures and/or whether the reason for submitting a late report is acceptable shall be at the sole discretion of the EPA.

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

49. Any public statement, oral or written, in print, film, or other media, made by Respondent making reference to this SEP 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 against Wesco HMB, Inc. for violations of Section 313 of EPCRA, 42 U.S.C. § 11023, and the regulations promulgated thereunder and set forth at 40 C.F.R. Part 372."

50. Delay

a. If any event occurs, which causes or may cause a delay in the completion of the SEP as required under this CA/FO, Respondent shall notify the EPA in writing within ten (10) days of the delay or Respondent's knowledge of the anticipated delay, whichever is earlier. The notice shall describe in detail the anticipated length of delay, the precise cause of delay, the measures taken by Respondent to prevent or minimize delay, and the timetable by which those measures will be implemented. Respondent shall adopt all reasonable measures to avoid or minimize any such delay. Failure by Respondent to comply timely with the notice requirements of this paragraph shall constitute a waiver of Respondent's right to claim the event constitutes a force majeure.

b. If the parties agree that the delay, or anticipated delay, in compliance with this CA/FO has been, or will be, caused by circumstances entirely beyond the control of Respondent, the time for performance of the SEP may be extended for a period no longer than the delay resulting from such circumstances.

c. In the event that the EPA does not agree that a delay in achieving compliance with the requirements of this CA/FO has been, or will be, caused by circumstances beyond the control of Respondent, the EPA will notify Respondent in writing of its decision, and any delays in completion of the SEP shall not be excused.

d. The burden of proving that any delay is caused by circumstances entirely beyond the control of Respondent shall rest with Respondent. Increased cost or expenses associated with the implementation of actions called for by this CA/FO shall not, in any event, be a basis for changes in this CA/FO or extensions of time under section (b) of this paragraph. Delay in achievement of one interim step shall not necessarily justify or excuse delay in achievement of subsequent steps.

General Provisions

51. Respondent explicitly and knowingly consents to the assessment of the civil penalty as set forth in this CA/FO and agrees to pay the penalty in accordance with the terms of this CA/FO.
52. Respondent's compliance with this Consent Agreement, including full payment of the penalty, shall only resolve Respondent's liability for federal civil penalties for the violations described in Paragraphs 15, 19, 23 and 27, above. Full payment of this penalty shall not in any case affect the right of the EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violation(s) of this Consent Agreement and shall not in any case affect the right of the EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal

sanctions for any violations of law.

53. Respondent hereby waives its right to seek or to obtain any hearing (pursuant to Subpart D of 40 C.F.R. Part 22) or other judicial proceeding on the “Findings of Fact and Conclusions of Law” section, above.
54. Respondent agrees not to contest the validity or any term of this CA/FO in any action brought: a) by the United States, including the EPA, to enforce this CA/FO or b) to enforce a judgment relating to this CA/FO. Any failure by Respondent to perform fully any requirement herein will be considered a violation of this CA/FO and may subject Respondent to a civil judicial action by the United States to enforce the provisions of this CA/FO. Respondent further waives any right it may have to appeal this CA/FO.
55. This CA/FO does not waive, extinguish, or otherwise affect Respondent’s obligation to comply with all applicable provisions of EPCRA and the regulations promulgated thereunder.
56. This CA/FO does not waive, extinguish, or otherwise affect Respondent’s obligation to comply with all applicable federal, state, or local laws, rules, or regulations, nor shall it be construed to be a ruling on, or a determination of, any issue related to any federal, state, or local permit.
57. Except as the parties may otherwise in writing agree, all documentation and information required to be submitted to the EPA in accordance with the terms and conditions of this CA/FO shall be sent by electronic mail (unless not technically feasible given document type or size, then in hard copy) to the following.

James Crossmon, TRI Coordinator
U.S. Environmental Protection Agency, Region 2
2890 Woodbridge Avenue, MS-225
Edison, NJ 08837
crossmon.james@epa.gov

58. Unless the above-named EPA contact is later advised otherwise in writing, the EPA shall

electronic mail any written communication related to this matter to Respondent at jdemeter@ushalobank.com. However, in cases where electronic mail is not feasible given document type or size, such correspondence will be mailed to the following addresses.

John Demeter
President
WESCO HMB, Inc.
108 Liberty Street
Metuchen, NJ 08840

59. Complainant shall provide to Respondent a copy of the fully executed CA/FO. Respondent consents to service of this CA/FO by electronic mail, to the addressee(s) listed in the preceding paragraph, and consents to service upon it by an employee of the EPA other than the Regional Hearing Clerk.
60. The Director of the Enforcement and Compliance Assurance Division shall have the authority in his/her sole discretion to extend the deadlines in those paragraphs 38 and 44 (a) for good cause.
61. Execution of this CA/FO shall not in any case affect the right of the EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law. Respondent has read the CA/FO, understands its terms, finds it to be reasonable, and consents to its issuance and its terms. Respondent consents to the issuance of the accompanying Final Order. Respondent agrees that all terms of settlement are set forth herein.
62. Each party shall bear its own costs and fees in this matter.
63. The provisions of this CA/FO shall be binding upon Respondent, its officials, authorized representatives, and successors or assigns.
64. The signatory for the Respondent certifies that: (a) he or she is duly and fully authorized to enter into and ratify this CA/FO, and (b) he or she is duly and fully authorized to bind

the party on behalf of whom (which) he or she is entering this CA/FO to comply with and abide by all the terms, provisions, and requirements of this CA/FO.

65. The EPA and Respondent agree that the parties may use electronic signatures for this matter.

RESPONDENT:

WESCO HMB, Inc.

BY: John Demeter Digitally signed by John Demeter
Date: 2024.06.04 15:56:08
-04'00'

Authorizing Signature

NAME: John Demeter

TITLE: President (PLEASE PRINT)

DATE: 6/4/24

In the Matter of WESCO HMB, Inc., Docket No. EPCRA-02-2024-4104

COMPLAINANT:

Kathleen Anderson, Director
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 2
290 Broadway
New York, NY 10007

FINAL ORDER

The Regional Administrator of the United States Environmental Protection Agency, Region 2, concurs in the foregoing Consent Agreement in the case of In the Matter of WESCO HMB, Inc., bearing Docket No. EPCRA-02-2024-4104. Said Consent Agreement, having been duly accepted and entered into by the parties, is hereby ratified, incorporated into and issued, as this Final Order, which shall become effective when filed with the Regional Hearing Clerk of the United States Environmental Protection Agency, Region 2. 40 C.F.R. § 22.31(b). This Final Order is being entered pursuant to the authority of 40 C.F.R. §§ 22.13(b) and 22.18(b)(3) and shall constitute an order issued under authority of Section 325(c) of EPCRA, 42 U.S.C. § 11045(c).

Lisa F. Garcia
Regional Administrator
U.S. Environmental Protection Agency, Region 2
290 Broadway
New York, NY 10007