



ENVIRONMENTAL APPEALS BOARD
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
WASHINGTON, D.C.

In re RSCC Wire & Cable LLC
Docket No. TSCA-HQ-2023-5006

FINAL ORDER

Pursuant to 40 C.F.R. § 22.18(b)-(c) of EPA’s Consolidated Rules of Practice, the attached 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, effective immediately.

So ordered.<sup>1</sup>

ENVIRONMENTAL APPEALS BOARD

Dated: 5/1/23

Wendy L. Blake
Wendy L. Blake
Environmental Appeals Judge

1 The three-member panel ratifying this matter is composed of Environmental Appeals Judges Wendy L. Blake, Mary Kay Lynch, and Kathie A. Stein.

**BEFORE THE ENVIRONMENTAL APPEALS BOARD  
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, D.C.**

	)	
<i>In the Matter of:</i>	)	
	)	
<b>RSCC Wire &amp; Cable LLC</b>	)	<b>Docket No. TSCA-HQ-2023-5006</b>
<b>East Granby, CT</b>	)	
	)	
<b>Respondent</b>	)	
	)	

**CONSENT AGREEMENT**

Complainant, United States Environmental Protection Agency (EPA or Agency), and Respondent, RSCC Wire & Cable LLC (formerly known as Rockbestos-Surprenant Cable Corporation) (RSCC) (EPA or Agency and RSCC collectively, the Parties), having consented to the entry of this Consent Agreement and proposed Final Order before the taking of any testimony and without adjudication of any issues of law or fact, consent to the terms of this Consent Agreement and attached Final Order (CAFO).

**I. PRELIMINARY STATEMENT**

1. This civil administrative proceeding for the assessment of penalties pursuant to section 16(a) of the Toxic Substances Control Act (TSCA), 15 U.S.C. § 2615(a), as amended by the Frank R. Lautenberg Chemical Safety for the 21<sup>st</sup> Century Act, Pub. L. No. 114-182, June 22, 2016, 130 Stat. 448, is being simultaneously commenced and concluded pursuant to the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Issuance of Compliance or Corrective Action Orders, and the Revocation, Termination or Suspension of Permits (Consolidated Rules of Practice), 40 C.F.R. Part 22.
2. On or about January 31, 2023, RSCC informed EPA that some of its wire and cable processing involved the export and re-import (manufacture) of wire and cable containing the flame retardant decabromodiphenyl ether, CAS No. 1163-19-5 (decaBDE). RSCC explained that those had occurred after the compliance deadline of March 8, 2021. The import of this decaBDE-containing article is a violation of the prohibitions under 40 C.F.R. § 751.405(a)(1) (i.e., all persons are prohibited from all manufacturing, which includes import, of decaBDE or decaBDE-containing products or articles after March 8, 2021), and all persons are prohibited from all processing and distribution in commerce of decaBDE for use in wire and cable insulation in nuclear power generation facilities and decaBDE-containing wire and cable insulation after January 6, 2023.
3. RSCC manufactures certain safety power cables used in nuclear facilities as a critical component in the safety systems that are in place to prevent radioactive material from being released into the environment in the event of a catastrophic facility failure or loss of coolant accident. These

safety power cables have been qualified to meet the requirements described by the nuclear power industry for Class 1E cables. Nuclear facilities that use these products include nuclear power generation facilities throughout the U.S. and in some countries. Class 1E cables must meet the Nuclear Regulatory Commission (NRC) requirements in 10 C.F.R. § 50.49. Part of those requirements is qualification to meet NRC regulatory guidelines and industry standards, including the Institute of Electrical and Electronics Engineers (IEEE) 383 standard for instrumentation and power cable insulation for nuclear facilities. That standard does not expressly require the use of a flame retardant, but it does require cables to maintain a minimum level of physical properties following extreme levels of thermal, radiation, steam, and chemical exposure. IEEE 383 has cable burn test requirements that, in practice, necessitate the use of an appropriate flame retardant.

4. Prior to January 6, 2023, RSCC manufactured certain Class 1E cables that contained decaBDE. One aspect of the RSCC production process for some Class 1E cables involved having a third party apply “armoring” to those cables. For this purpose, RSCC exported in-process Class 1E cables containing decaBDE to a company located in Canada, then imported (manufactured) the armored cables into the United States. To the best of RSCC’s knowledge at the time, this importation was permitted under the extended compliance deadline and RSCC only learned such importation was in violation of TSCA after it had ceased all decaBDE activities.
5. In 2016, Congress amended TSCA in part to direct EPA to take expedited action on certain persistent, bioaccumulative, and toxic (PBT) chemical substances, including decaBDE. TSCA § 6(h), 15 U.S.C. § 2505(h).
6. In 2016, RSCC began research and development activities to identify and qualify an alternative to the use of decaBDE (the DecaBDE Alternative) in Class 1E cables under IEEE 383 and NRC requirements. These efforts were still ongoing on January 6, 2023.
7. On January 6, 2021, EPA published a regulation imposing certain restrictions on the manufacture, processing, and distribution in commerce of decaBDE. 40 C.F.R. § 751.405. With certain exceptions, the regulation prohibited the manufacture and processing of decaBDE after March 8, 2021. 40 C.F.R. § 751.405(a)(1).
8. Additionally, this regulation prohibited the processing and distribution of decaBDE for use in wire and cable insulation (including insulating jacketing) in nuclear power generation facilities (nuclear facilities), and decaBDE-containing wire and cable insulation (including insulating jacketing), after January 6, 2023. 40 C.F.R. § 751.405(a)(2)(ii).
9. As a consequence of the regulation, RSCC ceased production and distribution activities for Class 1E cables containing decaBDE prior to January 6, 2023. RSCC commenced notifying its customers of the prohibition by email on January 9, 2023 and in a memorandum dated February 7, 2023 that was distributed to RSCC’s worldwide customers.
10. On February 27, 2023, RSCC published a report on its qualification of the DecaBDE Alternative for use in Class 1E cables under IEEE 383 and NRC requirements in 10 C.F.R. § 50.49. RSCC has sent the qualification report to its customers, including both nuclear plant operators and

original equipment manufacturers (OEMs) who incorporate RSCC Class 1E cables in equipment they produce for use by nuclear facility operators. RSCC has also sent the qualification report to nuclear industry trade associations, including the Nuclear Utility Group on Equipment Qualification (NUGEQ). RSCC believes that this qualification report has been widely circulated in the industry. RSCC understands that NUGEQ represents approximately 75% of the operating nuclear facilities in the United States with respect to qualification of equipment used by those plants. As of the date of Respondent's signature on this Consent Agreement, RSCC has not received any objections to its qualification report. RSCC expects that, to the extent that nuclear plant operators or its OEMs have objections to the qualification report, they will so notify RSCC. RSCC further expects that some, and eventually all, of its customers will accept Class 1E cables that are decaBDE-free.

11. This Consent Agreement addresses all RSCC's activities related to the export, manufacturing (import), processing and distribution in commerce of raw decaBDE, compounded decaBDE, and decaBDE-containing articles (e.g., Class 1E wire and cable) for use in nuclear facilities produced by RSCC, including, without limitation:

- a. Compounding of raw decaBDE;
- b. Extrusion of compounded decaBDE onto wire and cable as insulation and/or insulating jacketing;
- c. All other processing steps required to produce the Class 1E wire and cable with decaBDE-containing insulation and/or insulating jacketing, including, but not limited to, cross-linking, cabling, shielding (e.g., braiding or armoring), jacketing, cutting, curing, and quality control testing. For purposes of this Consent Agreement only, wire and cable in the processing steps identified in this Section 11(b)-(h) will be referred to as "in-process" wire and cable;
- d. Export of in-process and finished articles containing decaBDE;
- e. Export of raw decaBDE for purposes of compounding;
- f. Import (i.e., manufacturing) of compounded decaBDE; in-process articles; and articles returned by or from foreign customers to RSCC;
- g. Diagnostic testing and repair of customer returned in-process and finished articles containing decaBDE; and
- h. Distribution of in-process and finished articles containing decaBDE.

12. To avoid the disruption of orderly business activities and the expense of protracted and costly litigation, Respondent, for purposes of this proceeding only and as required by 40 C.F.R. § 22.18(b)(2):

- a. admits the following jurisdictional allegations and waives any defenses to jurisdiction:
  - i. Respondent is a Delaware limited liability company with a principal place of business located at 20 Bradley Park Road, East Granby, CT 06026 and is a “person” as defined in 40 C.F.R. § 751.5 and, as such, is subject to TSCA and its regulations: and
  - ii. Between March 8, 2021 and January 5, 2023, Respondent manufactured (imported), processed, and/or distributed in commerce compounded decaBDE and articles (e.g., Class 1E wire and cable) containing the chemical substance decaBDE as those terms are defined in sections 3(2), (5), (9), (10), and (13) of TSCA, 15 U.S.C. § 2602(2), (5), (9), (10), and (13) respectively. Respondent is subject to TSCA, and the regulations promulgated thereunder;
- b. neither admits nor denies the specific factual allegations contained herein;
- c. consents to the assessment of a civil penalty on the terms discussed below;
- d. consents to any conditions specified in this Consent Agreement;
- e. waives any right to contest the alleged violations of law set forth herein; and
- f. waives the rights to appeal the proposed Final Order accompanying this Consent Agreement.

## **II. EPA'S FINDINGS OF FACT AND LAW**

### **COUNT I – TSCA § 6(h) VIOLATIONS**

13. Section 6(h) of TSCA, 15 U.S.C. § 2605(h), directs EPA to issue a final rule under TSCA section 6(a) on certain PBT chemical substances.
14. TSCA section 6(h)(4) requires EPA to issue a final TSCA section 6(a) rule to “address the risks of injury to health or the environment that the Administrator determines are presented by the chemical substance and reduce exposure to the substance to the extent practicable.” DecaBDE is one such chemical substance.
15. On January 6, 2021, EPA issued a final rule under TSCA to address its obligations under TSCA for decaBDE, which EPA has determined meets the requirements for expedited action under TSCA. This final rule, effective February 5, 2021, prohibits all manufacture (including import), processing, and distribution in commerce of decaBDE, or decaBDE-containing products or articles, with some exclusions.

16. On or about January 31, 2023 and March 27, 2023, Respondent informed EPA that it had imported decaBDE at least nine times between March 8, 2021 and January 6, 2023, in violation of the Decabromodiphenyl Ether (DecaBDE) Regulation of Persistent, Bioaccumulative, and Toxic Chemicals Under TSCA Section 6(h) Final Rule, effective February 5, 2021 and 40 C.F.R. § 751.405(a)(1).
17. Respondent's import of decaBDE-containing articles after the prohibition date constitutes a violation of TSCA section 6 and shall be considered a prohibited act under 15 U.S.C. § 2614 and subject to civil penalties pursuant to section 16(a) of TSCA, 15 U.S.C. § 2615(a).

### **III. CIVIL PENALTY**

18. Pursuant to section 16 of TSCA, 15 U.S.C. § 2615, and in light of the nature, circumstances and extent of the nine alleged violations, Respondent agrees to pay \$253,741.
19. Not more than thirty (30) calendar days after the effective date of the Final Order, Respondent shall

***Either:***

20. Dispatch a cashier's or certified check in the amount of \$253,741 made payable to the order of the "Treasurer of the United States of America," and bearing the case docket number TSCA HQ-2023-5006, to the following address:

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

***Or***

21. Effect a wire transfer in the amount of \$253,741 with the notation "**RSCC Wire & Cable LLC** Civil Penalty Docket No. TSCA-2023-5006," by using the following instructions:

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

*[Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental Protection Agency."]*

22. Respondent shall forward a copy of the check or documentation of a wire transfer to:

Philip Milton  
Waste and Chemical Enforcement Division (2249A)  
U.S. Environmental Protection Agency  
1200 Pennsylvania Ave., NW (Room No. 3151-E)  
Washington, DC 20460  
(202) 564-5029

Or as a PDF attachment in an email to: [Milton.Philip@epa.gov](mailto:Milton.Philip@epa.gov)

23. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, unless otherwise prohibited by law, EPA will assess interest and late payment penalties on debts owed to the United States and a charge to cover the costs of processing and handling the delinquent claim. Interest on the civil penalty assessed in this CAFO will begin to accrue thirty (30) days after the effective date and will be recovered by EPA on any amount of the civil penalty that is not paid by the respective due date. In accordance with 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, Respondent must pay the following amounts on any amount overdue:
- 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 a civil penalty or stipulated penalty if it is not paid by the last date required. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 40 C.F.R. § 13.11(a).
  - b. Monthly Handling Charge. Respondent must pay a late payment handling charge of FIFTEEN dollars (\$15.00) on any late payment, with an additional charge of FIFTEEN dollars (\$15.00) for each subsequent thirty (30) day period over which an unpaid balance remains.
  - c. Non-payment Penalty. On any portion of a civil penalty more than ninety (90) days past due, Respondent must pay a non-payment penalty charge of six percent (6%) per annum, which will accrue from the date the penalty payment became due and is not paid. 40 C.F.R. § 13.11(c). This non-payment penalty charge is in addition to charges which accrue or may accrue under subparagraphs (a) and (b).

#### **IV. TERMS OF SETTLEMENT**

24. Respondent's full compliance with this Consent Agreement shall only resolve Respondent's liability for federal civil penalties for the violations and facts alleged in this Consent Agreement.
25. This settlement is conditioned upon the thoroughness and accuracy of Respondent's submissions to EPA in this matter.
26. As a condition of this Consent Agreement, Respondent may manufacture (import), export, process, use, and distribute its existing stocks of raw decaBDE, compounded decaBDE and decaBDE-containing articles (e.g., Class 1E wire and cable) under the following conditions collectively under Paragraph 26 referred to as the Compliance Plan:

- a. **Compounding of existing stocks of raw decaBDE.** Notwithstanding 40 C.F.R. § 751.405(a), RSCC may distribute its existing stocks of raw decaBDE to one or more compounders for compounding into plastic for use in producing wire and cable for use in nuclear facilities. See Appendix 1 – Compounding Company.
  
- b. **Processing of raw and compounded decaBDE.** Notwithstanding 40 C.F.R. § 751.405(a), RSCC (or its compounding company as described in Appendix 1) may process raw or compounded decaBDE for the purpose of producing wire and cable for use in nuclear facilities provided the following requirements for employee and environmental protections are met.
  - i. **Respiratory protection.**
    - A. RSCC must ensure that each employee that it determines to be reasonably likely to be exposed to decaBDE via inhalation is provided with, and is required to wear, respiratory protection with a minimum of protection of a National Institute for Occupational Safety and Health (NIOSH)-certified approved N95 Particulate Filtering Facepiece Respirator.
    - B. To the extent required for use by RSCC employees, RSCC must ensure that all respirators are issued, used and maintained according to an appropriate respiratory protection program in accordance with Occupational Safety and Health Administration (OSHA) and NIOSH respiratory protection requirements in 29 C.F.R. § 1910.134 and 42 C.F.R. part 84.
  
  - ii. **Dermal personal protective equipment**
    - A. RSCC must ensure that each employee that it determines to be reasonably likely to be dermally exposed through direct handling or contact with equipment or surfaces containing or contaminated with decaBDE is provided with, and is required to wear, personal protective equipment (PPE) that provides a barrier to prevent dermal exposure, including chemical-resistance gloves that provide an impervious barrier to prevent dermal exposure during expected durations of use and normal conditions of exposure within the workplace.
    - B. To the extent required for use by RSCC employees, RSCC must ensure that such PPE is selected and used in accordance with applicable OSHA requirements at 29 C.F.R. §§ 1910.132 and 1910.138.
    - C. To the extent required for use by RSCC employees, gloves must be replaced at the end of each work shift during which they are exposed to decaBDE. If permeation testing was used to establish



impermeability, gloves may not be used for longer than for which they were tested.

- D. **Demonstration of Imperviousness.** To the extent required for use by RSCC employees, RSCC must demonstrate that the PPE selected provides an impervious barrier to prevent dermal exposure during expected duration and conditions of exposure. RSCC may make this demonstration by any one or a combination of the following:
1. **Permeation Testing.** PPE must be tested alone and in combination with other chemical substances in the work area under the expected conditions of exposure. Permeation testing should be conducted according to the American Society for Testing and Materials (ASTM) F739 “Standard Test Method for Permeation of Liquids and Gases through Protective Clothing Materials under Conditions of Continuous Contact.” Results must be reported as the cumulative permeation rate as a function of time and documented in accordance with ASTM F739 using the format specified in ASTM F1194-99 (2010) “Standard Guide for Documenting the Results of Chemical Permeation Testing of Materials Used in Protective Clothing Materials.”
  2. **Manufacturer Specifications.** Manufacturer specifications may be used to establish that the PPE is impervious to decaBDE, alone and in combination with other chemical substances in the work area under the expected conditions of exposure.
- iii. **Release to water.** Regardless of existence of a permit, RSCC is prohibited from any release of raw decaBDE and compounded decaBDE into water.
- A. If for any reason RSCC is unable to comply with release limitations, it should notify EPA, in writing, within 5 days of the release.
  - B. The notification should include the location of the release, an explanation and description of the reasons for the release, the amount of the release or deviation, all actions taken or to be taken to prevent or minimize the release and future release, and a schedule for implementation of any measures to be taken to prevent or mitigate effects of the release and any future releases.
  - C. Maintain records documenting establishment and implementation of procedures designed to ensure compliance with any applicable water discharge limit, discharge monitoring requirement, or other requirement related to the release to water of decaBDE. Records may include sampling and laboratory analyses of the discharge, and records

related to discharges under the Federal Water Pollution Control Act (commonly known as the Clean Water Act (CWA)) or analogous State law, including location of treatment facility, permit numbers issued under all federal environmental statutes, method of treatment, monitoring and release records (including Discharge Monitoring Reports pursuant to the CWA, and /or additional information in support to demonstrate compliance.

- iv. **Disposal of raw and compounded decaBDE.** RSCC shall dispose of any unused portion of its existing stocks of raw decaBDE and any unused compounded decaBDE in accordance with applicable federal and state requirements, including, without limitation, subtitle D of the Resource Conservation and Recovery Act. RSCC should coordinate with the applicable state(s) where disposal may occur to determine if additional requirements or a preferred approach (e.g., incineration) should be considered before disposing of raw or compounded decaBDE.
- c. **Processing of decaBDE-containing wire and cable.** Notwithstanding 40 C.F.R. § 751.405(a), RSCC may process in-process wire and cable for the purpose of producing decaBDE-containing wire and cable for use in nuclear facilities.
- d. **Distribution of in-process and finished wire and cable containing decaBDE.** Notwithstanding 40 C.F.R. § 751.405(a), RSCC may distribute in-process and finished wire and cable containing decaBDE for use in nuclear facilities.
- e. **Import of compounded decaBDE.** Notwithstanding 40 C.F.R. § 751.405(a), RSCC may import compounded decaBDE. RSCC must comply with applicable import certification requirements of the U.S. Customs and Border Protection (CBP) in 19 C.F.R. §§ 12.121 through 12.127 with respect to such imports.
- f. **Import of in-process (e.g., armored) and finished decaBDE-containing wire and cable.** Notwithstanding 40 C.F.R. § 751.405(a), RSCC may import in-process wire and cable containing decaBDE that have been armored and finished wire and cable containing decaBDE returned by customers to RSCC.
- g. **Export of raw decaBDE.** Subject to Paragraph 26.l. of this Compliance Plan, notwithstanding 40 C.F.R. § 751.405(a), RSCC may export raw decaBDE for the purpose of compounding as provided in Paragraph 26.a.
- h. **Export of in-process decaBDE-containing wire and cable.** Subject to Paragraph 26.l, of this Compliance Plan, notwithstanding 40 C.F.R. § 751.405(a), RSCC may export in-process wire and cable containing decaBDE for the purpose of having the cables armored.
- i. **Processing of in-process and finished decaBDE-containing wire and cable.** Notwithstanding 40 C.F.R. § 751.405(a), RSCC may perform diagnostic testing and

repair activities related to in-process and finished wire and cable containing decaBDE returned by customers to RSCC.

- j. **Export of finished wire and cable containing decaBDE.** Subject to paragraph 26.n of this Compliance Plan, notwithstanding 40 C.F.R. § 751.405(a), RSCC may export finished wire and cable containing decaBDE.
- k. **Downstream notification.** RSCC must notify customers, prior to or concurrent with the shipment, in writing, that the wire and cable being shipped contain decaBDE, a regulated chemical under 40 C.F.R. § 751.405(a) and was processed and distributed in accordance with a Consent Agreement with EPA, and the need to transition to an alternative to decaBDE that has been qualified under IEEE 383 and NRC requirements in 10 C.F.R. § 50.49. Such notification shall appear in written documentation supplied to customers with each order shipment.
- l. **Export Notification.** DecaBDE is listed on Annex A of the Stockholm Convention on Persistent Organic Pollutants (the POPs Convention), which prohibits the production, use, import, and export of such decaBDE-containing mixtures and articles for Parties to the listing decision for decaBDE. RSCC must notify EPA at least 30 days prior to the export shipment of raw decaBDE, compounded decaBDE, in-process, and/or decaBDE-containing wire and cable for the purpose of notifying the importing government of the export and alerting RSCC of any potential restrictions or concerns with such export. Notwithstanding the foregoing 30-day notice period, in the case of a shipment of (i) ready-to-ship stock decaBDE-containing wire and cable inventory (i.e., not made-to-order), (ii) made-to-order decaBDE-containing wire and cable finished as of the date of this CAFO, RSCC must so notify EPA at least 3 days prior to such shipment.
  - i. Notification must be made to EPA in writing, at [TSCA-PBT-rules@epa.gov](mailto:TSCA-PBT-rules@epa.gov). If notification is claimed TSCA Confidential Business Information (CBI), it should be submitted via EPA's Central Data Exchange (CDX) and email notice should be provided to the address above.
  - ii. RSCC's notification to EPA must include:
    - 1. The country of destination for such shipment and, where relevant, any countries of transit, and
    - 2. An affirmation that the importing company is being notified that the shipment contains raw decaBDE, compounded decaBDE, or decaBDE-containing articles (e.g., Class 1E wire and cable) and receipt of the shipment that contains a restricted chemical, decaBDE, and of decaBDE's listing under the POPs Convention.
- m. **Recordkeeping.** RSCC must maintain records documenting compliance with this Compliance Plan (including Appendix 1 – Compounding Company) and with 40 C.F.R. § 751.405(c)(1) except as provided in this Compliance Plan. RSCC shall

maintain records documenting compliance with Paragraph 26 (including the identity and contact information of the recipient(s) of decaBDE-containing articles) for 5 years after the date they are created and must produce them for inspection, copying or as otherwise required under Section 11 of TSCA, 15 U.S.C. § 2610.

- n. **Monthly Status Report.** RSCC must submit a monthly status report via CDX on the fifth business day of each month. The status report must include (a) the quantity of RSCC's current existing stocks of raw decaBDE until those existing stocks are completely used or disposed of; (b) the number of shipments of Class IE cables containing decaBDE that RSCC sent to customers in the previous month; (c) the number of shipments of Class 1E cables containing the decaBDE Alternative that RSCC sent to customers in the previous month; and (d) a certification statement that RSCC has complied with the employee and environmental protection measures, downstream notification, and export notifications provisions of this Compliance Plan.
  
- o. **Termination.** The Compliance Plan shall remain in place for five years following the effective date of the CAFO unless terminated earlier, while RSCC's customers transition to receipt of Class 1E cable that is decaBDE-free. This Compliance Plan, including the authorizations for RSCC activities in Paragraphs 26.a. and 26.c. - j. and RSCC's obligations in Paragraphs 26.b. and l. - o., shall terminate at the end of five years, unless earlier terminated pursuant to either (i) or (ii) below:
  - i. **RSCC Notification.**
    - (A) At least 30 days prior to RSCC's intent to terminate the Compliance Plan, RSCC must notify EPA via CDX and email to the EPA Point of Contact that it no longer intends to engage in any of the activities described in Paragraphs 26.a. and c. - l.; and
  
    - (B) Within 30 days of receipt, EPA will respond to RSCC's notice of termination for this Compliance Plan;
  
    - OR
  
  - ii. **EPA Notification**
    - (A) EPA notifies RSCC by certified mail and email to RSCC's Point of Contact of EPA's intent to terminate this Compliance Plan.
  
    - (B) Within 30 days of EPA's Notice, EPA and RSCC will meet to discuss an appropriate termination effective date, which date shall be not less than eighteen months from RSCC's receipt of such notification unless RSCC agrees to terminate earlier.
  
    - (C) Within 30 days of discussion in (B), EPA will respond with a termination date.

27. EPA and RSCC Points of Contact. Submissions required by this Consent Agreement shall be in writing and shall be mailed to the following addresses with a copy also sent by electronic mail unless otherwise directed in the Consent Agreement.

- a. EPA Point of Contact:  
Catherine Lee, Attorney  
U.S. Environmental Protection Agency  
Waste and Chemical Enforcement Division  
1200 Pennsylvania Avenue, NW, Mail Code: 2249A (WJC South Bldg. Rm 2111-A)  
Washington, DC 20460  
Email: [lee.catherine@epa.gov](mailto:lee.catherine@epa.gov)  
Phone: 202-564-3172.

OR, IN HER ABSENCE

Chief, Chemical Risk and Reporting Enforcement Branch  
Waste and Chemical Enforcement Division  
U.S. Environmental Protection Agency  
1200 Pennsylvania Avenue, NW, Mail Code: 2249A (WJC South Bldg. Rm 2109-C)  
Washington, DC 20460  
Phone: 202-564-2220

- b. RSCC Point of Contact:  
Eric Rasmussen  
Director Engineering and Sales – RSCC Nuclear/Utility Group  
Marmon Industrial Energy & Infrastructure Group  
20 Bradley Park Road  
East Granby, CT 06026  
Email: [eric.rasmussen@marmoniei.com](mailto:eric.rasmussen@marmoniei.com)  
Phone: 860-653-8435

OR, IN HIS ABSENCE:

Plant Manager  
RSCC Wire & Cable LLC  
20 Bradley Park Road  
East Granby, CT 06026  
Phone: 860-653-8300

28. The parties shall notify the other's Point of Contact within 10 business days of a change in its Point of Contact.

29. Compliance with this Consent Agreement and Final Order shall not be a defense to any subsequent action EPA may commence pursuant to federal law or regulation for violations occurring after the date of this Consent Agreement, or any violations of TSCA not alleged in this

Consent Agreement that may have occurred prior to the date that this Consent Agreement is fully executed by both Parties.

30. Nothing in this Consent Agreement or the Final Order is intended to, nor shall be construed to, operate in any way to resolve any criminal liability of Respondent.
31. By executing this Consent Agreement, Respondent certifies that, to the best of its knowledge regarding the violations alleged herein, Respondent is in compliance with TSCA section 6 and 15, 15 U.S.C. §§ 2605 and 2614.

#### **V. OTHER MATTERS**

32. Subject to the terms and conditions herein, this Consent Agreement shall be binding upon the Parties, and their respective officers, directors, employees, successors, and assigns. The undersigned representative of each Party certifies that he or she is duly authorized by his or her respective Party to sign this Consent Agreement.
33. This Consent Agreement shall take full effect upon signing and filing of the Final Order by EPA's Environmental Appeals Board.
34. Respondent's obligations under this Consent Agreement shall end when it has paid in full the scheduled civil penalty, paid any stipulated penalties, and submitted documentation required by the Consent Agreement and Final Order.
35. All the terms and conditions of this Consent Agreement together comprise one settlement agreement, and each of the terms and conditions is in consideration for all the other terms and conditions. This Consent Agreement shall be null and void if any term or condition of this Consent Agreement is held invalid or is not executed by all the signatory parties in identical form or is not approved in such identical form by the EPA Environmental Appeals Board.
36. The penalty, including any stipulated penalties specified above, represents civil penalties assessed by EPA, and shall not be deductible for purposes of federal taxes.
37. Failure of Respondent to remit the civil penalties provided herein will result in this matter being forwarded to the United States Department of Justice for collection.
38. The Parties agree to bear their own costs and attorney's fees.

**WE AGREE TO THIS:**



\_\_\_\_\_  
Christopher Venice  
Director  
RSCC Wire & Cable LLC

Date: 4/13/2023

**WE AGREE TO THIS:**

**GREGORY SULLIVAN** Digitally signed by GREGORY SULLIVAN  
Date: 2023.04.18 07:43:49 -04'00'

Gregory Sullivan, Director  
Waste and Chemical Enforcement Division  
Office of Civil Enforcement  
Office of Enforcement and Compliance Assurance  
United States Environmental Protection Agency

Date: \_\_\_\_\_

**JAMES MILES** Digitally signed by JAMES MILES  
Date: 2023.04.14 09:23:55 -04'00'

James Miles, Attorney  
Waste and Chemical Enforcement Division  
Office of Civil Enforcement  
Office of Enforcement and Compliance Assurance  
United States Environmental Protection Agency

Date: \_\_\_\_\_



## APPENDIX 1: Compounding Company

### I. Compounding Company Limitation

- A. The Compounding Company must be under contract to compound raw DecaBDE for RSCC.
- B. RSCC shall provide a copy of this Consent Agreement to the Compounding Company prior to the Compounding Company performing any work associated with compounding raw decaBDE for RSCC.
- C. The contractual arrangement must include written agreement that the Compounding Company will comply with the Compliance Plan terms in Subparagraph 26.b. of the Consent Agreement. If the contractual agreement is with a Compounding Company located outside of the United States, RSCC shall make commercially reasonable efforts to include a written agreement that the Compounding Company will comply with all applicable local employee protection and environmental requirements, and, where not covered by local requirements, any employee protection and environmental requirements consistent with the Compliance Plan terms in Subparagraph 26.b.
- D. RSCC shall keep records that include the name, address, and telephone number of the responsible official of the Compounding Company.

### II. Compounding Company Noncompliance

If RSCC learns that the Compounding Company has failed to comply with the contract terms as required by this Appendix, RSCC must immediately request that the Compounding Company cease the processing of decaBDE for RSCC unless:

- A. RSCC:
  - 1. Notifies the Compounding Company, within 5 working days, in writing that the Compounding Company has failed to comply with the contract terms as required by this Appendix, and
  - 2. Receives from the Compounding Company, within 15 working days a statement of assurance that the Compounding Company is aware of the contract terms as required by this Appendix and will comply with those terms.
- B. If, after receiving a statement of assurance, RSCC obtains knowledge that the Compounding Company has failed to comply with the contract terms as required by this Appendix, RSCC must:
  - 1. Immediately cease supplying decaBDE to the Compounding Company;

2. Immediately request that the Compounding Company cease the processing of decaBDE for RSCC; and,
3. Notify EPA of the noncompliance.

**CERTIFICATE OF SERVICE**

I certify that copies of the foregoing “Consent Agreement” and “Final Order,” in the matter of *RSCC Wire & Cable LLC*, Docket No. TSCA-HQ-2023-5006, were sent to the following persons in the manner indicated:

**By Email:**

Mark Duvall, Outside Counsel for RSCC Wire &  
Cable LLC  
Beveridge & Diamond  
1900 N St., NW Suite 100  
Washington, DC 20036  
Email: mduvall@bdlaw.com  
Direct Dial: (202) 789-6090

James Miles, Attorney  
Office of Civil Enforcement  
Office of Enforcement and Compliance Assurance  
U.S. Environmental Protection Agency  
1200 Pennsylvania Ave., NW  
Mail Code: 2249A  
Washington, DC 20460  
Email: miles.james@epa.gov  
Direct Dial: (202) 564-5161

Dated: May 01, 2023

*Emilio Cortes*

---

Emilio Cortes  
Clerk of the Board