

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2

-----X	:	
In the Matter of	:	
	:	
Pro Painting NYC, Inc.	:	<u>CONSENT AGREEMENT</u>
	:	<u>AND</u>
	:	<u>FINAL ORDER</u>
	:	
Respondent	:	Docket No.
	:	TSCA-02-2020-9293
	:	
Proceeding under Section 16(a) of	:	
the Toxic Substances Control Act	:	
-----X	:	

PRELIMINARY STATEMENT

This administrative proceeding for the assessment of a civil penalty is instituted pursuant to Section 16(a) of the Toxic Substances Control Act, 15 U.S.C. § 2615(a), as amended, ("TSCA" or "the Act"), and 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 of Practice"). Pursuant to Section 22.13(b) of the Consolidated Rules of Practice, 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 pursuant to 40 C.F.R. §§ 22.18(b)(2) and (3).

Complainant and Respondent agree that settling this matter by entering into this Consent Agreement and Final Order ("CA/FO"), pursuant to 40 C.F.R. §§ 22.13(b), 22.18(b)(2) and

22.18(b)(3) of the Consolidated Rules of Practice, is an appropriate means of resolving this matter without further litigation.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Respondent is Pro Painting NYC, Inc. (“Respondent”).
2. Respondent’s primary place of business is located at 3328 12th Avenue, Brooklyn, New York 11218.
3. Respondent is engaged in the business of residential painting and renovation.
4. Respondent is a “firm” as that term is defined at 40 C.F.R. § 745.83.
5. Respondent is subject to the regulations and requirements pertaining to lead-based paint promulgated pursuant to Subchapter IV of TSCA, 15 U.S.C. §§ 401 – 412, 15 U.S.C. §§ 2681 – 2692, and set forth at 40 C.F.R. Part 745, specifically the requirements on Residential Property Renovation at 40 C.F.R. Part 745, Subpart E [the “Renovation, Repair and Painting (“RRP”)”] Rule.
6. It is unlawful under Section 409 of TSCA, 15 U.S.C. § 2689, for a firm conducting renovations in target housing¹ subject to the requirements of 40 C.F.R. Part 745 to violate any requirement of the RRP Rule.
7. The RRP Rule was promulgated to ensure that renovation activities in target housing are, at a minimum, conducted by properly trained individuals and in a safe and proper manner to minimize lead exposure to the public, housing occupants and the environment.

¹ “Target Housing” means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling. Section 401 of TSCA, 15 USC Section 2681(17) and 40 C.F.R. Section 745.223.

8. The RRP Rule requires that firms conduct renovations (as defined in 40 C.F.R. § 745.83) in target housing in accordance with the work practice standards therein, unless (1) the firm has first obtained a determination in writing that the components affected by the renovation are free of paint or other surface coatings that contain lead equal to, or in excess of, 1.0 milligrams/per square centimeter (mg/cm²) or 0.5% by weight as described at 40 C.F.R. § 745.82, or (2) the renovation is, itself, a minor repair and maintenance activity as defined at 40 C.F.R. § 745.83.

9. On or about April 12, 2016, EPA received from the New York City Department of Health and Mental Hygiene (“NYCDOHMH”) a referral based on an inspection that NYCDOHMH had conducted at 8861 20th Avenue, Brooklyn, New York, 11214 on April 8, 2016.

10. On April 13, 2016, EPA conducted a search of the New York City Department of Buildings (“DOB”) website which revealed no open permits for renovations at the above address had been issued to Pro Painting NYC, Inc., located at 33-28 12th Street, Brooklyn, New York 11218.

11. On January 9, 2017, EPA sent an Information Request Letter (“IRL”) to Respondent requesting information regarding the renovations conducted by Respondent at the 8861 20th Avenue property and Respondent’s compliance with the RRP Rule. On February 23, 2017, Respondent, submitted a response to EPA’s January 9, 2017 IRL. EPA received Respondent’s revised IRL response on March 10, 2017.

12. Based on the information obtained from the referral and the IRL response, EPA finds that Respondent violated the RRP Rule in the course of renovations conducted in target housing at the 8861 20th Avenue property. EPA finds further that Respondent violated the RRP Rule by failing as follows: (a) to post signs clearly defining the work area and warning occupants

and other persons not involved in renovation activities to remain outside of the work area, to prepare, to the extent practicable, signs in the primary language of the occupants, and/or to post signs before beginning the renovation and make sure they remain in place and readable until the renovation and the post renovation cleaning verification have been completed, pursuant to 40 C.F.R. 745.85(a)(1); (b) to cover the floor surface with taped-down plastic sheeting or other impermeable material in the work area, pursuant to 40 C.F.R. § 745.85(a)(2)(i)(D); and (c) to contain waste from renovation activities to prevent releases of dust and debris before the waste is removed from the work area for storage or disposal, pursuant to 40 C.F.R. § 745.85(a)(4)(i).

13. Each of Respondent's failures to comply with the RRP Rule described in the prior paragraph constitute independent violations of TSCA § 409, 15 U.S.C. § 2689, for which penalties may be separately assessed under TSCA §16(a), 15 U.S.C. § 2615(a).

14. On July 31, 2019, EPA sent Respondent a letter setting out the violations and extending an offer to meet. EPA and the Respondent held informal pre-filing settlement conferences, as a result of which the parties agreed to enter into this Consent Agreement.

15. On November 24, 2019, Respondent submitted financial information and documentation regarding its financial condition and demonstrating an inability to pay the originally proposed penalty in this matter. On May 19, 2020, Respondent informed EPA that its business had been impacted by the Covid-19 health crisis and shut-downs and requested to pay the \$7,000 penalty in equal monthly installments of \$875 over a period of eight months. On September 18, 2020, Respondent submitted a Certified Statement specifying the financial hardships it has undergone as a result of the Covid-19 health crisis and shut-downs. After reviewing Respondent's Certified Statement EPA accepted Respondent's proposed installment penalty payment plan with minor adjustment.

CONSENT AGREEMENT

Based on the foregoing, and pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a), and in accordance with the Consolidated Rules of Practice at 40 C.F.R. Part 22, 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:

1. Respondent shall hereinafter maintain compliance with all applicable statutory provisions of TSCA, 15 U.S.C. § 2601 et seq. and its implementing regulations.

2. Respondent certifies that, as of the date of execution of this CA/FO, it is in compliance with the statutory provisions of Subchapter IV of TSCA, 15 U.S.C. §§ 401 – 412, 15 U.S.C. §§ 2681 – 2692 and the implementing regulations codified at 40 C.F.R. Part 745.

3. Respondent further certifies, under penalty of law, that:

The financial information and documentation it submitted to EPA on November 24, 2019, May 19, 2020 and September 18, 2020 regarding Respondent's financial condition are accurate, complete, and not misleading. Respondent understands that EPA has relied on the accuracy of this financial information and documentation submitted by Respondent during the negotiation of the settlement. Respondent is aware that the submission of false or misleading information or documentation to the United States government may subject a person to separate civil and/or criminal liability. Respondent understands that EPA retains the authority to seek and obtain appropriate relief if EPA obtains evidence that the information or documentation provided and/or representations made to EPA regarding Respondent's finances is false or, in any material respect, inaccurate.

4. For the purposes of this Consent Agreement, Respondent: (a) admits that EPA has jurisdiction pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a), to commence a civil administrative proceeding for the violations described in the "Findings of Fact and Conclusions of Law" section, above; and (b) neither admits nor denies the specific factual determinations contained in the "Findings of Fact and Conclusions of Law" section, above.

5. Respondent shall pay, either by cashier's or certified check or electronically by Fedwire, a civil penalty in the amount of **SEVEN THOUSAND DOLLARS (\$7,000.00) plus interest** in accordance to the below schedule of eight equal monthly installment payments:

Installment Payments Schedule²

1st installment payment of \$880.10 is due and owing on or before 30 calendar days from the date of Signature of the Final Order at the end of this document.

2nd installment payment of \$880.10 is due and owing on or before 60 calendar days from the date of signature of the Final Order at the end of this document.

3rd installment payment of \$880.10 is due and owing on or before 90 calendar days from the date of signature of the Final Order at the end of this document.

4th installment payment of \$880.10 is due and owing on or before 120 calendar days from the date of signature of the Final Order at the end of this document.

5th installment payment of \$880.10 is due and owing on or before 150 calendar days from the date of signature of the Final Order at the end of this document.

6th installment payment of \$880.10 is due and owing on or before 180 calendar days from the date of signature of the Final Order at the end of this document.

7th installment payment of \$880.10 is due and owing on or before 210 calendar days from the date of signature of the Final Order at the end of this document.

8th installment payment of \$880.10 is due and owing on or before 240 calendar days from the date of signature of the Final Order at the end of this document.

² EPA has calculated and assessed a pro-rated 2% interest rate on the monthly \$875.00 installment penalty payments. Therefore, Respondent shall pay eight equal monthly installment payments of \$880.10 which amounts to a total penalty payment amount of \$7,040.83 instead of \$7,000.

a. If payment is made by check, then such check shall be made payable to “Treasurer of the United States of America” and shall be mailed by one of the following two methods:

STANDARD DELIVERY
 United States Environmental Protection Agency
 Fines & Penalties
 Cincinnati Finance Center
 P.O Box 979077
 St. Louis, MO 63197-9000

or

SIGNED RECEIPT CONFIRMATION DELIVERY (FedEx, DHL, UPS, USPS, Certified, Registered, etc.)

United States Environmental Protection Agency
 Government Lockbox 979077
 1005 Convention Plaza
 SL-MO-C2-GL
 St. Louis, MO 63101

The check shall be identified with the case name and docket number: *In the Matter of Pro Painting NYC, Inc.*, Docket No. TSCA-02-2020-9293.

b. If Respondent chooses to make payment electronically through Fedwire, Respondent shall provide the following information to its remitter bank when the payment is made:

- 1) Amount of Payment;
- 2) SWIFT address: **FRNYUS33, 33 Liberty Street, New York, NY 10045;**
- 3) Account Code for Federal Reserve Bank of NY receiving payment: **68010727**
- 4) ABA number: **021030004;**
- 5) Field Tag 4200 of the Fedwire message should read: **D68010727
 Environmental Protection Agency;**
- 6) Name of Respondent: **Pro Painting NYC, Inc.;** and
- 7) Case Docket Number **TSCA-02-2020-9293.**

6. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, 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: 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. Section 3717(e)(1), a monthly handling charge of fifteen dollars (\$15.00) shall be assessed for each thirty (30) day calendar day period or any portion thereof, following the date each payment was to have been made, in which payment of the amount remains in arrears.
- c. Late Payment Penalty Charge: A late penalty 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).

7. Failure to pay the full amount of the penalty, according to the above provisions, will result in the referral of this matter to the United States Department of Justice and/or the United States Department of Treasury for collection and/or other appropriate action.

8. Respondent has agreed to implement a Compliance Plan, which is appended to this Consent Agreement as Attachment 1 and incorporated by reference herein. This Plan

addresses the following broad categories of compliance with TSCA and the RRP regulations codified at 40 C.F.R. Part 745:

- a. Maintaining and Renewing EPA RRP Firm certification(s);
- b. Obtaining, Maintaining, and Renewing RRP certifications for individual renovators, which are issued by EPA-accredited training providers as a course completion certificate upon completion of the course;
- c. Training of Respondent's employees who perform RRP work. Such training shall include lead-safe work practices of 40 C.F.R. Part 745.85(a), and how to fill out for each job performed by Respondent the forms and checklist included in the Compliance Plan;
- d. Creation and retention of records of compliance;
- e. Compliance with lead-safe work practice standards for renovation projects;
- f. Compliance with post-renovation cleaning verification requirements; and
- g. Management of general contractor/subcontractor roles for RRP Rule projects.

Respondent will also utilize RRP checklists in conjunction with each regulated renovation job it performs in order to ensure proper Lead Safe Work Practices and recordkeeping. EPA has approved of the Compliance Plan, appended to this CA/FO as Attachment 1 and incorporated herein.

9. Respondent shall implement the Compliance Plan, including use of the checklist, at all target housing and child-occupied facilities at which Respondent performs renovations subject to the provisions of 40 C.F.R. Part 745. Implementation of the Compliance Plan and use

of the RRP checklist are intended as an adjunct to the requirements of 40 C.F.R. Part 745 and an aid to compliance therewith. Adherence to the provisions of the Compliance Plan and use of the RRP checklist and compliance with the provisions of this Consent Agreement with regard to the implementation of the Compliance Plan and use of the RRP checklist shall not be a substitute for compliance with the provisions of 40 C.F.R. Part 745 nor a defense to the failure to comply with those provisions.

10. Respondent shall submit reports to EPA documenting its implementation of the Compliance Plan and use of the RRP checklist (hereinafter “CP Reports”) in accordance with the following terms:

a. Respondent shall prepare quarterly (i.e. every three months) CP Reports to EPA for a period of one year commencing ninety (90) days from the date of signature of the Final Order. Each quarterly CP Report shall be submitted by Respondent and received by EPA no later than 15 days from the end of the preceding quarter.

b. Each report shall summarize RRP activities performed and state the number of RRP renovations undertaken during the preceding quarter. The Report shall also include the following:

- (1) The complete address of any renovation job conducted or underway at the time of the report and the areas renovated or to be renovated (e.g., apartment number(s) common area, exterior);
- (2) The type of the renovation (e.g., residential home, multi-family apartment building, school building, conversion to housing);
- (3) The specific renovation work performed;

- (4) The original date of construction of the building(s);
- (5) If a multi-family building, provide the number of floors and number of apartments per floor;
- (6) Whether the Renovation Site was/is occupied at the time of the renovation;
- (7) The name, address and telephone number of the individual who was/is the on-site certified renovator for the work and include a copy of his/her RRP training certificate;
- (8) The name, address and telephone number of each subcontractor specifying the type of work each subcontractor performed or is performing at each renovation;
- (9) The name, address, and telephone number of the building owner; and,
- (10) The scheduled dates of work, including start date and projected finish date.

c. In the event that no work subject to the provisions of 40 C.F.R. Part 745 has been or is being undertaken in a given quarter, Respondent shall so state in the CP Report for that quarter.

d. The CP Reports shall be sent via email to the following email addresses:

Jerry Somma
U.S. EPA – Region 2
Lead Paint and Pesticides Compliance Section
2890 Woodbridge Road – MS-225
Edison, New Jersey 08837
somma.jerry@epa.gov

A copy of the cover page or transmittal e-mail only shall be sent to:

Melva J. Hayden, Esquire
Assistant Regional Counsel
Office of Regional Counsel
U.S. EPA – Region 2
290 Broadway – 16th Floor
New York, N.Y. 10007-1866
hayden.melva@epa.gov

e. Each CP Report shall contain the following certification signed by an appropriate corporate official:

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 potential penalties for submitting false information, including the possibility of fines and imprisonment.

11. Following receipt of the CP Report EPA may either:

- a. accept the CP Report(s); or
- b. reject the CP Report(s) and notify Respondent, in writing, of deficiencies

in the CP Report, granting Respondent an additional thirty (30) days in which to correct any deficiencies and to resubmit the CP Report to EPA. If the identified deficiency(ies) in the CP Report is/are the result of a failure of substantive compliance, then EPA will provide Respondent with an opportunity to respond and/or correct the deficiencies. If EPA, after allowing Respondent thirty (30) days to correct any deficiencies, finds the same type of deficiencies remain, then EPA may seek additional enforcement action to seek compliance.

12. If in the future EPA believes that any of the information in the documentation or CP Reports certified to, pursuant to paragraph 10 (e), above, is inaccurate, EPA will advise

Respondent of its belief and its basis for such and will afford Respondent an opportunity to respond to EPA. If EPA still believes the certification(s) is (are) mostly inaccurate, EPA may, initiate a separate criminal investigation pursuant to 18 U.S.C. § 1001 et seq. or any other applicable law or take such other action as it deems appropriate.

13. Delays:

a. If any unforeseen event occurs which causes or may cause delays in the submission of the CP Report(s) as required herein, Respondent shall notify EPA in writing within (14) 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 the delay, the measures taken by Respondent to prevent or minimize delay, and any proposed adjustments to the timetable for the submission of the CP Reports caused by the delay. Respondent shall adopt all reasonable measures to avoid or minimize any such delay. Failure by Respondent to comply with the notice requirements of this paragraph shall render this paragraph void and of no effect as to the particular event involved and may constitute a waiver of Respondent's right to request an extension of its obligation under this Consent Agreement based on such event.

b. If the parties agree that the delay or anticipated delay in the submission of the CP Report has been or will be caused by circumstances entirely beyond the control of Respondent, the time for performance hereunder may be extended for a period of no longer than the Delay resulting from such circumstances.

c. In the event that EPA does not agree that a delay in submitting the CP Report has been or will be caused by circumstances beyond the control of Respondent,

EPA will notify Respondent in writing of its decision and any delays 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.

14. Any responses, documentation, and communication submitted in connection with this Consent Agreement shall (as with the CP Reports) be sent via e-mail to:

Jerry Somma
Lead Paint and Pesticides Compliance Section
Pesticides and Toxic Substances Compliance Branch
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency – Region 2
2890 Woodbridge Avenue – MS 225
Edison, New Jersey 08837
somma.jerry@epa.gov

And a copy of the cover page only or transmittal shall be sent via e-mail to:

Melva J. Hayden, Esquire
Assistant Regional Counsel
Office of Regional Counsel
U.S. Environmental Protection Agency – Region 2
290 Broadway, 16th Floor
New York, New York 10007-1866
hayden.melva@epa.gov

Unless the above-named EPA contacts are later advised otherwise in writing, EPA shall address any future written correspondence (including any correspondence related to payment of the penalty) to Respondent via electronic mail at the following address:

Mr. Shiful Chowdhury, Manager
Pro Painting NYC, Inc.
3328 12th Avenue
Brooklyn, New York 11218
sham.mowla@gmail.com

15. Full payment of the penalty described in paragraph 5 of the Consent Agreement section, above, shall only resolve Respondent's liability for federal civil penalties for the

violations described in paragraphs 12 and 13 in the above Findings of Fact and Conclusions of Law. Full payment of this penalty shall not in any case affect the right of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law.

16. Notwithstanding the language in paragraph 15, nothing in this document is intended nor shall be construed to waive, prejudice or otherwise affect the right of EPA, or the United States, from pursuing any appropriate remedy, sanction, or penalty prescribed by law against Respondent if Respondent has made or makes any material misrepresentations or has provided or provides materially false information herein or in any document submitted to EPA related to or pursuant to this Consent Agreement.

17. The civil penalty provided for herein is a penalty within the meaning of 26 U.S.C. § 162(f) and is not a deductible expenditure for purposes of federal, state or local law.

18. Respondent has read the Consent Agreement, understands its terms, finds it to be reasonable, and consents to its issuance and its terms.

19. Respondent consents to the issuance of the accompanying Final Order.

20. Respondent agrees that all terms of settlement are set forth herein.

21. Respondent explicitly and knowingly consents to the assessment of the civil penalty as set forth in this Consent Agreement and agrees to pay the penalty in accordance with the terms of this Consent Agreement.

22. Respondent hereby waives any rights it may have 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 herein or to seek review of this Consent Agreement and the accompanying Final Order.

23. Respondent agrees not to contest the validity or any term of this Consent Agreement and Final Order in any action brought: a) by the United States, including EPA, to enforce this Consent Agreement or Final Order; or b) to enforce a judgment relating to this Consent Agreement and Final Order. Any failure by Respondent to perform fully any requirement herein will be considered a violation of this Consent Agreement and Final Order and may subject Respondent to a civil judicial action by the United States to enforce the provisions of this Consent Agreement and Final Order.

24. This Consent Agreement and Final Order 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. This Consent Agreement and Final Order does not waive, extinguish, or otherwise affect Respondent's obligation to comply with all applicable provisions of TSCA and the regulations promulgated thereunder.

25. The signatory for Respondent certifies that he or she is duly and fully authorized to enter into this Consent Agreement and all the terms and conditions set forth in this Consent Agreement.

26. Each party hereto agrees to bear its own costs and fees in this matter.

27. Respondent consents to the use of electronic signatures in this matter and to service upon it of a copy of this Consent Agreement and Final Order by an EPA employee other than the Regional Hearing Clerk via electronic mail.

Pro Painting NYC, Inc.

RESPONDENT: BY: Shiful Chowdhury Digitally signed by Shiful Chowdhury
Date: 2020.09.27 21:52:46 -04'00'
(SIGNATURE)

NAME: Shiful Chowdhury
(PLEASE PRINT)

TITLE: Manager

DATE: 09/27/2020

COMPLAINANT:

KATHLEEN
ANDERSON

Digitally signed by KATHLEEN
ANDERSON
Date: 2020.09.29 17:38:00
-04'00'


For

Dore LaPosta, Director
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 2
290 Broadway
New York, New York 10007-1866

DATE: _____

FINAL ORDER

The Regional Administrator of the U.S. Environmental Protection Agency, Region 2, concurs in the foregoing Consent Agreement in the case of In the Matter of Pro Painting NYC, Inc., Docket Number TSCA-02-2020-9293. Said Consent Agreement, having been duly accepted and entered into by the parties, is hereby ratified, incorporated into, and issued as this Final Order. This Final Order is being entered pursuant to the authority of 40 C.F.R. § 22.18(b)(3) and shall constitute an order issued under Section 16 of the Toxic Substances Control Act, 15 U.S.C. § 2615. The effective date of this Order shall be the date of filing with the Regional Hearing Clerk of EPA - Region 2 (40 C.F.R. § 22.31(b)).



Peter D. Lopez
Regional Administrator
U.S. Environmental Protection Agency –
Region 2
290 Broadway, 26th Floor
New York, New York 10007-1866

Date: 9/29/2020

CERTIFICATE OF SERVICE

I certify that I have on this day caused to be sent the foregoing Consent Agreement and Final Order, bearing the below-referenced docket number, in the following manner to the respective addressees below:

Original and one copy by Email to:

Office of the Regional Hearing Clerk
U.S. Environmental Protection Agency
290 Broadway, 16th Floor
New York, New York 10007-1866
maples.karen@epa.gov

Copy by Email to:

Mr. Shiful Chowdhury, Manager
Pro Painting NYC, Inc.
3328 12th Avenue
Brooklyn, New York 11218
sham.mowla@gmail.com

Dated: October 1, 2020
New York, New York

Lynanne B. Hunt  Digitally signed by Lynanne B. Hunt
Date: 2020.10.01 09:05:57 -04'00'
