

EPA ENFORCEMENT ACCOUNTS RECEIVABLE CONTROL NUMBER FORM FOR ADMINISTRATIVE ACTIONS

This form was originated by Wanda I. Santiago for Kathleen Woodward 8/31/17
Name of Case Attorney Date

in the ORC (RAA) at 918-1113
Office & Mail Code Phone number

Case Docket Number TSCA-01-2017-0037

Site-specific Superfund (SF) Acct. Number _____

This is an original debt _____ This is a modification

Name and address of Person and/or Company/Municipality making the payment

Michael Drummond, Owner
5 MF Holding, L.L.C.
110 Byfield Street
Warwick, RI 02888

Total Dollar Amount of Receivable \$ 7,300.00

Due Date: 8/31/17
Date Due 5/30/18

SEP due? Yes No _____

Installment Method (if applicable)

INSTALLMENTS OF:

- 1st \$ _____ on _____
- 2nd \$ _____ on _____
- 3rd \$ _____ on _____
- 4th \$ _____ on _____
- 5th \$ _____ on _____

For RHC Tracking Purposes:

Copy of Check Received by RHC _____ Notice Sent to Finance _____

TO BE FILLED OUT BY LOCAL FINANCIAL MANAGEMENT OFFICE:

IFMS Accounts Receivable Control Number _____

If you have any questions call: _____
in the Financial Management Office

Phone Number _____



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1
5 Post Office Square, Suite 100
Boston, MA 02109-3912

BY HAND

RECEIVED

August 1, 2017

AUG - 1 2017

EPA ORC
Office of Regional Hearing Clerk

Wanda Santiago
Regional Hearing Clerk
U.S. Environmental Protection Agency - Region 1
5 Post Office Square, Suite 100
Boston, MA 02109-3912

Re: *In re: 5 MF Holding, L.L.C.*
Docket No. TSCA-01-2017-0037

Dear Ms. Santiago:

Enclosed for filing in the above-referenced action, please find the original and one copy of a Consent Agreement and Final Order (CAFO) settling the matter referenced above pursuant to 40 C.F.R. § 22.18(b) and the certificate of service.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink that reads "Kathleen E. Woodward".

Kathleen E. Woodward
Senior Enforcement Counsel

Enclosure

cc: Joanna M. Achille, Esq.

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1

RECEIVED

AUG - 1 2017

EPA ORC
Office of Regional Hearing Clerk

In the Matter of:)

5 MF Holding, L.L.C.)
110 Byfield St.)
Warwick, RI 02888)

Respondent)

Docket No. TSCA-01-2017-0037

CONSENT AGREEMENT
AND
FINAL ORDER

CONSENT AGREEMENT

Complainant, the United States Environmental Protection Agency (“EPA”), and Respondent 5 MF Holding, L.L.C. (“Respondent”) have agreed that settlement of this matter is in the public interest and that entry of this Consent Agreement and Final Order (“CAFO”) without further litigation is the most appropriate means of resolving this matter.

STATUTORY AND REGULATORY AUTHORITY

1. EPA issued a Complaint against Respondent pursuant to Section 16 of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. § 2615, and 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 (“Complaint”).
2. The Complaint alleges that Respondent violated Section 409 of TSCA, 15 U.S.C. § 2689, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (“the Act”), 42 U.S.C. § 4851 *et seq.*, and the federal regulations promulgated thereunder, entitled “Disclosure of Known

Lead-Based Paint and/or Lead-Based Paint Hazards Upon Sale or Lease of Residential Property,” as set forth at 40 C.F.R. Part 745, Subpart F (the “Disclosure Rule”).

3. The provisions of this CAFO shall apply to and be binding on the Complainant and the Respondent, its officers, directors, successors and assigns.
4. Respondent stipulates that EPA has jurisdiction over the subject matter alleged in the Complaint and that the Complaint states a claim upon which relief can be granted against Respondent. Respondent waives any defenses it might have as to jurisdiction and venue and, without admitting or denying the factual allegations contained in the Complaint, consents to the terms of this CAFO.
5. Respondent hereby waives its rights to a judicial or administrative hearing on any issue of law or fact set forth in the Complaint and waives its rights to appeal the Final Order.
6. Respondent hereby certifies that it is currently operating and will operate its business in compliance with the Act and the Disclosure Rule.
7. Within 30 days of the effective date of this CAFO, Respondent shall have in place a management system to ensure compliance with the Disclosure Rule (“Compliance System”). Within 45 days of the effective date of this CAFO, Respondent shall submit to EPA a written description of this Compliance System.
8. Within 180 days of the effective date of this CAFO, Respondent shall submit to EPA copies of all leases, and associated documents pertaining to lead-based paint, executed since the effective date of this CAFO for all of Respondent’s properties that were the subject of the Complaint and that are still owned and/or managed by Respondent. For any property that Respondent transferred during the 180-day period since the effective date of this CAFO,

Respondent shall submit a copy of the sales contract and associated documents pertaining to lead-based paint. Documents referred to in this paragraph shall be sent to:

Jordan Alves
Environmental Protection Scientist
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100 (OES 05-4)
Boston, MA 02109-3912

Penalty

9. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and taking into account the nature of the violations, relevant statutory penalty criteria, and Respondent's agreement to perform a Supplemental Environmental Project ("SEP"), EPA has determined that it is fair and proper to assess a civil penalty in the amount of seven thousand three hundred dollars (\$7,300) for the violations alleged in this matter.
10. Without admitting or denying the factual allegations contained in the Complaint, Respondent consents to the issuance of this CAFO and consents to the payment of a civil penalty of \$7,300, which shall be due within 30 calendar days of the effective date of this CAFO.
11. Respondent agrees to pay the civil penalty of \$7,300 in the manner described below:
 - a. Payment shall be in a single payment of \$7,300 due within 30 calendar days of the effective date of this CAFO. If the due date for the payment falls on a weekend or federal holiday, then the due date is the next business day. The date the payment is made is considered to be the date processed by U.S. Bank, as described below. Payment must be received by 11:00 a.m. Eastern Standard time to be considered as received that day.
 - b. The payment shall be made by remitting a check or making an electronic payment, as described below. The check or other payment shall designate the name and docket number of this case (*In the Matter 5 MF Holding, L.L.C.; TSCA-01-2017-0037*), be in the amount stated above, and be payable to "Treasurer, United States of America." The payment shall be remitted as follows:

If remitted by regular U.S. mail:

U.S. EPA
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000

If remitted by any overnight commercial carrier:

U.S. Bank
1005 Convention Plaza
Mail Station SL-MO-C2GL
St. Louis, Missouri 63101
Include the phrase "Government Lockbox 979077" on the shipping label.

If remitted by wire transfer: Any wire transfer must be sent directly to the Federal Reserve Bank in New York City using the following information:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, New York 10045
Field Tag 4200 of the Fedwire message should read "D 68010727
Environmental Protection Agency"

c. At the time of payment, a copy of the check (or notification of other type of payment) shall also be sent to:

Wanda Santiago
Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100 (ORA 18-1)
Boston, MA 02109-3912

and

Kathleen Woodward
Senior Enforcement Counsel
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100 (OES 04-2)
Boston, MA 02109-3912

12. The failure by Respondent to pay the penalty in full by the due date may subject Respondent to a civil action to collect the assessed penalty, plus all accrued interest as calculated pursuant to Paragraph 13 below, due to the United States upon such failure. Interest shall continue to accrue on all unpaid amounts until the total amount due has been received by the United States. Respondent shall be liable for such amounts regardless of whether EPA has notified Respondent of its failure to pay or made demand for payment. All payments to the United States under this paragraph shall be made in accordance with Paragraph 11.
13. Pursuant to 31 U.S.C. § 3717, EPA is entitled to assess interest and penalties on debts owed to the United States and a charge to cover the costs of processing and handling a delinquent claim. Interest shall be payable at the rate of the United States Treasury tax and loan rate in accordance with 31 C.F.R. § 901.9(b)(2) and shall accrue from the original date on which the penalty was due to the date of payment. A charge will be assessed to cover the costs of debt collection, including processing and handling costs and attorneys' fees. In addition, a non-payment penalty charge of six (6) percent per year compounded annually will be assessed on any portion of the debt which remains delinquent more than ninety (90) days after payment is due. However, should assessment of the penalty charge on the debt be required, it will be assessed as of the first day payment is due under 31 C.F.R. § 901.9(d). In any such collection action, the validity, amount, and appropriateness of the penalty shall not be subject to review.
14. The civil penalty provided under this CAFO, and any interest, nonpayment penalties, and charges described in this CAFO, shall represent penalties assessed by EPA within the meaning of 26 U.S.C. § 162(f) and are not tax deductible for purposes of federal, state, or local law. Accordingly, Respondent agrees to treat all payments made pursuant to this

CAFO as penalties within the meaning of 26 C.F.R. § 1.162-21, and further agrees not to use those payments in any way as, or in furtherance of, a tax deduction under federal, state, or local law.

Supplemental Environmental Project

15. Respondent shall satisfactorily complete the SEP described below and in Appendix 1 to this CAFO (the SEP Scope of Work or “SOW”) which the Parties agree is intended to secure significant environmental and/or public health benefits. Respondent shall complete the following SEP in accordance with the SOW: the abatement of target housing units owned by Respondent that contain lead-based paint. The terms of the attached SOW are incorporated by reference into and are enforceable by this CAFO.
16. The SEP is anticipated to cost at least \$65,700, and shall be completed by May 30, 2018.
17. “Satisfactory completion” of the SEP means: (a) spending at least \$65,700 to implement the SEP; (b) hiring a licensed lead abatement contractor that will abate lead-based paint and/or lead-based paint hazards in building units that are target housing and are owned by Respondent, in accordance with this CAFO and the SOW; (c) completing the SEP by May 30, 2018; (d) submitting semi-annual SEP Progress Report(s); and (e) submitting a SEP Completion Report that, among other things, certifies the SEP has been completed in accordance with this CAFO and the SOW.
18. **SEP Reports.**
 - a. **SEP Progress Reports.** Respondent shall submit written SEP Progress Reports to EPA no later than the 21st day of the month following each 6-month period after the effective date of this CAFO until the SEP is complete and a written SEP Completion Report has been submitted to EPA. The SEP progress reports shall include:

- i. a detailed description of the work completed during the previous six months;
 - ii. any sampling results generated during the previous six months;
 - iii. total cost of work undertaken during the previous six months;
 - iv. any problems encountered during the previous six months and the solutions thereto; and
 - v. the work that is expected to be performed during the next six-month period.
- b. **SEP Completion Report**. Respondent shall submit to EPA a SEP

Completion Report for the SEP within 30 days of its completion, but in no event later than June 30, 2018. The SEP Completion Report shall contain the following information:

- i. a detailed description of the SEP as implemented, including, but not limited to, a list of all units where lead abatement was performed, a description of the lead abatement activities in each unit, and before and after photographs of SEP work performed;
- ii. copies of all plans, reports, and data, including abatement plans, inspection reports, abatement reports, all sampling results and/or data, including, but not limited to, sampling locations and documentation of analytical quality assurance/quality control;
- iii. a list of itemized costs of goods and services used to complete the SEP documented by copies of invoices, purchase orders, or cancelled checks that specifically identify and itemize the individual costs of the goods and services;
- iv. documentation that the lead abatement contractor who performed the SEP and clearance sampling is authorized to perform such work in accordance with RI Lead Abatement Requirements, including copies of appropriate individual and firm licenses or certifications;
- v. a description of any operating problems encountered in the implementation of the SEP and the solutions thereto;

- vi. a certification by Respondent that the SEP has been fully implemented pursuant to the provisions of this CAFO and Appendix 1;
- vii. a statement that no tax returns filed or to be filed by Respondent will contain deductions or depreciations for any expense associated with the SEP (i.e., eligible SEP costs);
- viii. A statement that Respondent has not and will not seek rebates for the window purchases pursuant to any federal, state, or local agency's or utility's energy-efficiency program; and
- ix. copies of the lead abatement consultant, lead inspector/risk assessor and lead abatement contractor's state licenses.

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.

c. Based on its review of any reports submitted to EPA pursuant to this CAFO, EPA will notify Respondent of any substantive concerns that EPA may become aware of regarding the performance of the SEP.

19. Respondent shall maintain legible copies of documentation of the underlying documents or reports submitted to EPA pursuant to this CAFO and shall provide the documentation of any such underlying research and data to EPA not more than seven days after a request for such

information. In all documents or reports, including, without limitation, the SEP Completion Report and SEP Progress Reports submitted to EPA pursuant to this CAFO, Respondent shall, by its officers, sign and certify under penalty of law that the information contained in such document or 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.”

20. Respondent agrees that failure to submit the reports required by Paragraph 18 above shall be deemed a violation of this CAFO, and Respondent shall become liable for stipulated penalties pursuant to Paragraph 23 below.
21. Respondent shall submit all notices, submissions, and reports required by this CAFO and Appendix 1 to the following individuals, by first class mail or any other commercial delivery service, at the following addresses:

Jordon Alves
Environmental Protection Specialist
U.S. Environmental Protection Agency, Region 1
Post Office Square, Suite 100 (OES 05-4)
Boston, MA 02109-3912

and

Kathleen E. Woodward
Senior Enforcement Counsel
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100 (OES 04-2)
Boston, MA 02109-3912

Except where the terms of this CAFO expressly indicate otherwise, the foregoing requirements for submitting notices, submissions, and reports required by this CAFO and Appendix 1 may be satisfied by transmitting an electronic copy thereof to Mr. Alves and Ms. Woodward, provided that telephone notice be given to both individuals at the time of transmission, at:

Alves.jordan@epa.gov
phone: 617-918-1739

and

Woodward.kathleen@epa.gov
phone: 617-918-1780

22. After receipt of the SEP Completion Report described in Paragraph 18.b. above, EPA will notify Respondent in writing: (a) that EPA concludes that the SEP has been completed satisfactorily; (b) that EPA has determined that the project has not been completed satisfactorily and is specifying a reasonable schedule for correction of the SEP or the SEP Completion Report; or (c) that EPA has determined that the SEP does not comply with the terms of this CAFO and is seeking stipulated penalties in accordance with Paragraph 23 herein. If EPA notifies Respondent pursuant to subparagraph (b) above, that the SEP itself or the SEP Completion Report does not comply with the requirements of this CAFO, Respondent shall make such corrections to the SEP and/or modify the SEP Completion Report in accordance with the schedule specified by EPA. If EPA notifies Respondent pursuant to subparagraph (c) above, that the SEP itself does not comply with the requirements of this CAFO, Respondent shall pay stipulated penalties to EPA in accordance with Paragraph 23 herein.

23. Stipulated Penalties.

In the event that Respondent fails to comply with any of the terms or provisions of this CAFO relating to performance of the SEP, Respondent shall be liable for stipulated penalties according to the provisions set forth below:

- a. For failure to submit the SEP Completion Report and any SEP Progress Reports, Respondent shall pay a stipulated penalty in the amount of \$100 for each day that Respondent is late until the report is submitted, absent any pre-approved written extension of time granted by EPA for such submittals;
- b. If Respondent fails to complete the SEP satisfactorily pursuant to this CAFO, Respondent shall pay a stipulated penalty to the United States in the amount of \$300 per day for the first thirty (30) days of violation, \$500 for the next sixty (60) days of violation, and \$750 for each day thereafter, but the total stipulated penalty shall not exceed \$77,855. The definition of "satisfactory completion" for the SEP is set forth in Paragraph 17 above.

24. The determinations of whether the SEP has been satisfactorily completed and whether the Respondent has made a good faith, timely effort to implement the SEP shall be in the sole discretion of EPA.
25. Stipulated penalties shall begin to accrue on the day after performance is due, and shall continue to accrue through the final day of the completion of the activity.
26. 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 11. Interest and late charges shall be paid as stated in Paragraph 13.

27. Respondent hereby certifies as follows:

a. That, as of the date of executing this CAFO, 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 or in any forum.

b. 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 15. To the best of Respondent's knowledge and belief after reasonable inquiry, there is no such open federal financial assistance transaction that is funding or could be used to fund the same activity as the SEP. For the purposes of this certification, the term "open federal financial assistance transaction" refers to a grant, cooperative agreement, federal loan, or federally-guaranteed loan or other mechanism for providing federal financial assistance whose performance has not yet expired.

c. The SEP is not a project that Respondent was planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this CAFO.

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

e. Respondent has not received and will not receive any reimbursement for any portion of the SEP from any other person or entity; and

f. All cost information provided to EPA in connection with EPA's approval of the SEP is complete and accurate and Respondent in good faith estimates that the cost to implement the SEP is at least \$65,700.

28. Respondent agrees that any public statement, oral or written, in print, film, electronic, or other media, made by Respondent making reference to the SEP shall include the following qualifying 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 Toxic Substances Control Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and federal regulations promulgated thereunder against 5 MF Holding, LLC.”

29. Respondent agrees that EPA may inspect any property at which the SEP is being conducted at any time, including before work commences and after the work is completed, in order to confirm that the SEP is being undertaken in conformity with the representations made herein and in Appendix 1.

30. All disputes arising from this Consent Agreement and Order, except for a dispute relating to the payment of the penalty, shall be resolved pursuant to this Dispute Resolution provision. The parties to this Agreement shall attempt to resolve, expeditiously and informally, any disagreement concerning this Agreement, including the SEP. If Respondent objects to any EPA action taken pursuant to this Agreement, Respondent shall notify EPA in writing of its objection and the reasons for the objection within ten (10) days of such action, unless the objection has been informally resolved. This written notice shall include a statement of the issues in dispute, the relevant facts upon which the dispute is based, all factual data, analysis or opinion supporting Respondent's position, and all supporting documentation on which the Respondent relies (hereinafter “Statement of Position”).

31. EPA and Respondent shall attempt to resolve the dispute through negotiations (“Negotiation Period”). The Negotiation Period shall not exceed thirty (30) days from EPA’s receipt of Respondent’s written objection and Statement of Position. The Negotiation Period may be extended at the sole discretion of EPA. EPA’s decision regarding an extension of the Negotiation Period shall not constitute an EPA action subject to dispute resolution.
32. Any agreement reached by the parties pursuant to this Dispute Resolution provision shall be in writing, signed by both parties, and shall, upon signature by both parties, be incorporated into and become an enforceable element of this Agreement. If the parties are unable to reach an agreement within the Negotiation Period, the Legal Manager of the Enforcement Office, Office of Environmental Stewardship, will issue a written decision on the dispute to Respondent. The Legal Manager’s decision shall be considered binding and shall be incorporated into and become an enforceable element of this Agreement upon Respondent’s receipt of the Legal Manager’s decision regarding the dispute.
33. This CAFO constitutes a settlement by EPA of all claims for civil penalties pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a), for the violations alleged in the Complaint. Payment of any civil and stipulated penalties required under this CAFO, completion of the SEP as set forth in this CAFO and Appendix 1, and compliance with Paragraphs 7 and 8 above, shall be deemed to resolve all civil and administrative claims for matters addressed in the Complaint. Compliance with this CAFO shall not be a defense to any other actions subsequently commenced pursuant to federal laws and regulations administered by EPA for matters not addressed in the Complaint or this CAFO, and it is the responsibility of Respondent to comply with all applicable provisions of federal, state or local law.

34. This CAFO in no way relieves Respondent or its employees of any criminal liability, and EPA reserves all its other criminal and civil enforcement authorities, including the authority to seek injunctive relief and the authority to undertake any action against Respondent in response to conditions that may present an imminent and substantial endangerment to the public health, welfare, or the environment.
35. This CAFO shall not relieve Respondent of its obligation to comply with all applicable provisions of federal, state, or local law, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state or local permit.
36. Except as specifically settled herein, nothing in this agreement shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondent's violation of this CAFO or of the statutes and regulations upon which the Complaint and this CAFO is based, or for Respondent's violation of any applicable provision of law.
37. The Parties shall bear their own costs and fees in this action, including attorneys' fees, and specifically waive any right to recover such costs from the other party pursuant to the Equal Access to Justice Act, 5 U.S.C § 504, or other applicable laws.
38. Each undersigned representative of the Parties to this Consent Agreement certifies that he or she is fully authorized by the party represented to enter into the terms and conditions of this CAFO and to execute and legally bind that party to it.

For Respondent:



Michael Drummond, ~~Owner~~ *Member*
5 MF Holding, L.L.C.

5 July 2017

Date

For Complainant:



Joanna Jerison
Legal Enforcement Manager
Office of Environmental Stewardship
U.S. Environmental Protection Agency
Region I

July 21, 2017

Date

FINAL ORDER

Section 16(a)(2)(C) of TSCA, 15 U.S.C. § 2615(a)(2)(C), authorizes EPA to compromise with or without conditions the maximum civil penalties which may be imposed under that Section. EPA has made such a compromise by applying the penalty factors set forth in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), to the facts and circumstances of this case, including the circumstances of the violations and the culpability of the violator. Pursuant to those provisions, EPA has modified the maximum civil penalties and imposed the conditions described in Paragraphs 7 and 8 of this Consent Agreement.

Pursuant to 40 C.F.R. § 22.18(b) and (c) of EPA's Consolidated Rules of Practice, the foregoing Consent Agreement resolving this matter is incorporated by reference into this Final Order and is hereby ratified. The Respondent, 5 MF Holding, L.L.C., is ordered to comply with the terms of the above Consent Agreement.

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

Date:

July 24, 2017



LeAnn Jensen
Acting Regional Judicial Officer
U.S. Environmental Protection Agency, Region I

Attachment # 1
Supplemental Environmental Project Scope of Work
In the Matter of 5MF Holding, LLC
Docket Number TSCA--2017-0037

1. **Description of Project:** By May 30, 2018, 5MF Holding, LLC (“Respondent”) is expected to spend approximately \$65,713.00 performing lead abatement at the target housing own by Respondent located at 448-450 Washington St., Coventry, RI 02816. The SEP will abate components containing lead-based paint and/or lead based paint hazards from target housing in compliance with applicable lead based paint abatement regulations. The SEP will consist of: XRF testing of all components that are to be abated as part of the SEP for concentrations of lead paint at 448-450 Washington St., Coventry, RI and lead abatement work including:
 - a. Remove and replace 30 windows including interior and exterior trim;
 - b. Remove and replace 35 interior doors and trim;
 - c. Remove and replace all wood trim molding for all window casings;
 - d. Remove and replace stair treads and risers at 4 stairwells.

5 MF Holding will carry out the SEP described above in the following target housing located at 448-450 Washington St., Coventry, RI:

Apartment 450-A

Apartment 450-B

Apartment 448-A

Apartment 448-B

Apartment 448-C

2. **Standard of Care:** The SEP shall be performed in accordance with State of Rhode Island, Department of Health, Rules and Regulations for Lead Poisoning Prevention (R23-24.6-PB, Apr. 2014). The SEP shall also be performed in accordance with the United States Department of Housing and Urban Development Guidelines for Evaluation and control and Lead-Based Paint Hazards in Housing (2012) and any other applicable state law or regulation.
3. **Schedule:** Respondent shall complete the SEP on the following schedule:
 - a. At least seven (7) days prior to commencement of any lead abatement work, Respondent shall provide to EPA copies of licenses or certifications required by RI Lead Abatement Requirements for all individuals and/or firms that will conduct lead abatement in fulfillment of SEP requirements;
 - b. Respondent shall complete the SEP by May 30, 2018.
4. **Semi-Annual SEP Reports.** Respondent shall submit written Semi-Annual SEP Reports to EPA no later than the 21st day of the month following each 6-month period after the effective date of this CAFO as specified in Paragraph 18.a. of the CAFO until the SEP is complete and a written SEP Completion Report has been submitted to EPA. Each Semi-Annual Report shall include:
 - i. a detailed description of the work completed during the previous six months;
 - ii. any sampling results generated during the previous six months;
 - iii. total cost of work undertaken during the previous six months;
 - iv. any problems encountered during the previous six months and the solutions thereto; and
 - v. the work that is expected to be performed during the next six-month period.
5. **SEP Completion Report.** Within 30 days of completing the SEP, Respondent shall submit a SEP Completion Report containing the information specified in Paragraph 18.b. of the CAFO.
6. The completion of the SEP discussed in this Scope of Work shall not relieve the Respondent of its obligations to comply with all applicable provisions of federal, state, or local law.

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION I**

_____))
In the Matter of:))
5 MF Holding, L.L.C.))
Respondent))
_____)

Docket No. TSCA-01-2017-0037

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Consent Agreement and Final Order has been sent to the following persons on the date noted below:

Original and One Copy,
Hand Delivered:

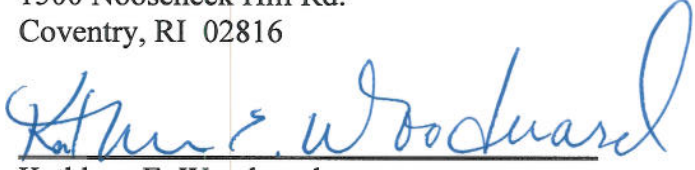
Wanda Santiago
Regional Hearing Clerk (Mail Code ORA 18-1)
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100
Boston, MA 02109-3912

Copy, Certified Mail, Return
Return Receipt Requested

Michael Drummond, Owner
5 MF Holding, L.L.C.
110 Byfield St.
Warwick, RI 02888

Joanna M. Achille, Esq.
Inman & Tourgee
1500 Nooseneck Hill Rd.
Coventry, RI 02816

Dated: Aug. 1, 2017



Kathleen E. Woodward
Senior Enforcement Counsel (OES)
U.S. Environment Protection Agency, Region 1
5 Post Office Square, Suite 100
Mail Code: OES04-2
Boston, MA 02109-3912