

EPA ENFORCEMENT ACCOUNTS RECEIVABLE CONTROL NUMBER FORM FOR ADMINISTRATIVE ACTIONS

This form was originated by Wanda I. Santiago for Andrea Simpson 5/25/17
Name of Case Attorney Date

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

Case Docket Number TSCA-01-2016-0034

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:

Pike International LLC et al
173-175 Park LLC, 1533 Chapel LLC
New Haven, CT 06511

Total Dollar Amount of Receivable \$ 12,139 Due Date: 6/24/17

SEP due? Yes No Date Due 10/31/17

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



RECEIVED

MAY 25 2017

EPA ORC WS
Office of Regional Hearing Clerk

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

May 25, 2017

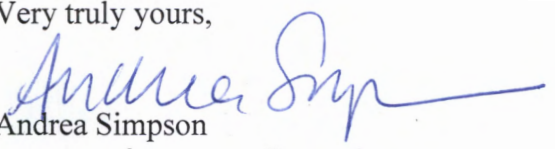
Wanda Santiago
Regional Hearing Clerk
U.S. Environmental Protection Agency
Region 1 (ORA 18-1)
5 Post Office Square
Boston, Massachusetts 02109

Re: Pike International LLC, et al;
Docket No. TSCA-01-2016-0034

Dear Ms. Santiago:

Enclosed for filing in the above-referenced matter, please find the original and one copy of the Consent Agreement and Final Order. Thank you for your assistance in this matter.

Very truly yours,


Andrea Simpson
Senior Enforcement Counsel

cc: Peter Knight, Esq.

Enclosure

Docket No. TSCA-01-2016-0034

CERTIFICATE OF SERVICE

I hereby certify that on the date set forth below, the original and one copy of the Consent Agreement and Final Order in the Matter of Pike International, LLC, *et al.*, Docket No. TSCA-01-2016-0034, were hand-delivered to the Regional Hearing Clerk and a copy was sent to Counsel for Respondent, as set forth below:

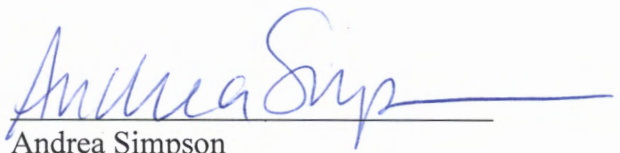
Original and one copy
by hand delivery to:

Wanda Santiago
Regional hearing Clerk
U.S. EPA, Region I (ORA18-1)
5 Post Office Square, Suite 100
Boston, MA 02109

Copy by certified mail to:

Peter Knight, Esq.
Robinson & Cole LLP
280 Trumbull Street
Hartford, CT 06103

Dated: 5/25/17



Andrea Simpson
Senior Enforcement Counsel
U.S. Environmental Protection Agency
Region I
5 Post Office Square, Suite 100
Boston, MA 02109
(617) 918-1738

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1**

_____))
In the Matter of:))
))
Pike International, LLC;))
173-175 Park LLC;))
1533 Chapel LLC;))
Quinnipiac Gardens, Inc.;))
H & H Residential LLC;))
FOR LIFE LLC))
287 Norton, LLC;))
325 Fountain, LLC;))
477 Prospect, LLC;))
80 Sherman, LLC.))
))
19 Howe Street, Carriage House))
New Haven, Connecticut 06511))
))
Respondents.))
))
Proceeding under Section 16(a) of the))
the Toxic Substances Control Act,))
42 U.S.C. § 2615(a).))
_____)

Docket No. TSCA-01-2016-0034

**CONSENT AGREEMENT AND
FINAL ORDER**

CONSENT AGREEMENT

Complainant, the United States Environmental Protection Agency (“EPA”), having filed an Administrative Complaint and Notice of Opportunity for Hearing (“Complaint”) against Respondents, on March 31, 2016, and Respondents, having filed an Answer on August 22, 2016, hereby agree 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. As used herein, Complainant and Respondent are referred to, collectively, as the “Parties.”

RECEIVED
MAY 25 2017
EPA ORC WS
Office of Regional Hearing Clerk

STATUTORY AND REGULATORY AUTHORITY

1. This CAFO resolves an administrative action for the assessment of monetary penalties brought pursuant to Section 16(a) of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. § 2615(a), 40 C.F.R. §§ 745.87 and 745.118, 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. In accordance with 40 C.F.R. § 22.31(b), the effective date is the date on which this CAFO is filed with the Regional Hearing Clerk.

2. EPA alleged in its Complaint that Respondents violated Sections 15 and 409 of TSCA, 15 U.S.C. §§ 2614 and 2689, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (“the Act”), 42 U.S.C. § 4851 *et seq.*, and federal regulations promulgated under these statutes, including 40 C.F.R. Part 745, Subpart F (*Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards Upon Sale or Lease of Residential Property* (“*Disclosure Rule*”), 40 C.F.R. §§ 745.100-745.119), and 40 C.F.R. Part 745, Subpart E (*Renovation, Repair and Painting Rule* (“*RRP Rule*”), 40 C.F.R. §§ 745.80-745.92), and 40 C.F.R. Part 745, Subpart L (*Lead-Based Paint Activities*, 40 C.F.R. §§ 745.220- 745.239).

TERMS OF SETTLEMENT

3. The provisions of this CAFO shall apply to and be binding on Respondents, their officers, successors, and assigns.

4. Respondents stipulate 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 Respondents. Respondents waive any defenses they might have as to jurisdiction and venue and,

without admitting or denying the factual and legal allegations contained in the Complaint, consent to the terms of this CAFO.

5. Respondents hereby waive the right to a judicial or administrative hearing on any issue of law or fact set forth in the Complaint and the right to appeal the Final Order.

6. Respondents hereby certify that they are currently operating in compliance with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4851 *et seq.*, the Disclosure Rule set forth at 40 C.F.R. Part 745, Subpart F, and the RRP Rule set forth at 40 C.F.R. Part 745, Subpart E, and 40 C.F.R. Part 745, Subpart L.

7. Within 30 days of the effective date of this CAFO, Respondents shall have in place a management system to ensure compliance with the Disclosure Rule and the RRP Rule in accordance with the Compliance Plan attached hereto as Appendix 2.

8. a. Within 180 days of the effective date of this CAFO, Respondents 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 Respondents' properties that were the subject of the Complaint and that are still owned and/or managed by Respondents. For any property that Respondents transferred during the 180-day period since the effective date of this CAFO, Respondents shall submit a copy of the sales contract and associated documents pertaining to lead-based paint.

b. Within 180 days of the effective date of this CAFO, Respondents shall submit to EPA all work orders for renovation activities that disturb painted surfaces performed by Respondents or an outside contractor, excluding minor repairs, at Respondents' properties that were the subject of the Complaint and that are still owned and/or managed by Respondents during the 180-day period since the effective date, and a list identifying the renovation activities

that were subject to the RRP Rule. For the renovation activities that were subject to the RRP Rule, Respondents shall provide copies of all documents demonstrating compliance with the RRP Rule. The documents described in paragraphs 8.a. and b. shall be sent to:

Ronnie Levin
Inspector
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(a) of TSCA, and in light of the nature of the violations, relevant statutory penalty criteria, and Respondents' 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 twelve thousand one hundred thirty-nine dollars (\$12,139) for the violations alleged in this matter.

10. Respondents shall pay the civil penalty of \$12,139 within thirty (30) days of the effective date of this CAFO.

11. Respondents agree to pay the civil penalty of \$12,139 in the manner described below:

a. Payment shall be in a single payment of \$12,139 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 of Pike International, LLC et al.; TSCA-01-2016-0034*), 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

Andrea Simpson
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 Respondents to pay the penalty in full by the due date may subject Respondents 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. Respondents 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, Respondents agree to treat all payments made pursuant to this CAFO as

penalties within the meaning of 26 C.F.R. § 1.162-21, and further agree 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. Respondents 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. Respondents shall complete the following SEP in accordance with the SOW: the abatement of target housing units owned by Respondents 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 \$109,246, and shall be completed by October 31, 2018.

17. “Satisfactory completion” of the SEP means: (a) spending at least \$109,246 to implement the SEP; (b) hiring a licensed lead abatement consultant that will oversee abatement work and a licensed lead abatement contractor that will abate lead-based paint and/or lead-based paint hazards in buildings that are target housing and are owned by Respondents, in accordance with this CAFO and the SOW; (c) completing the SEP by October 31, 2018; (d) submitting semi-annual SEP Progress Reports; 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. a. Respondents shall submit to EPA a SEP Completion Report for the SEP within 30 days of its completion, but in no event later than November 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. a certification by Respondents that the SEP has been fully implemented pursuant to the provisions of this CAFO and Appendix 1;
- v. a statement that no tax returns filed or to be filed by Respondents will contain deductions or depreciations for any expense associated with the SEP (i.e., eligible SEP costs);
- vi. a description of any operating problems encountered in the implementation of the SEP and the solutions thereto; and
- vii. 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, Respondents 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.

b. Respondents shall submit to EPA written SEP progress reports every six months following the effective date of this CAFO. Respondents shall submit the first SEP

progress report no later than November 21, 2017. The second SEP progress report shall be submitted no later than May 21, 2018. 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.
- c. Based on its review of any reports submitted to EPA pursuant to this

CAFO, EPA will notify Respondents of any substantive concerns that EPA may become aware of regarding the performance of the SEP.

19. Respondents 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, Respondents shall, by their 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. Respondents agree that failure to submit the reports required by paragraph 18 above shall be deemed a violation of this CAFO, and Respondents shall become liable for stipulated penalties pursuant to paragraph 23 below.

21. Respondents 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:

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

and

Andrea Simpson
Senior Enforcement Counsel
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100 (OES 04-3)
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 Ms. Levin and Ms. Simpson, provided that telephone notice be given to both individuals at the time of transmission, at:

levin.ronnie@epa.gov
phone: 617-918-1716

and

simpson.andrea@epa.gov
phone: 617-918-1738

22. After receipt of the SEP Completion Report described in paragraph 18.a. above, EPA will notify Respondents 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 Respondents 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 Respondents pursuant to subparagraph (c) above, that the SEP itself does not comply with the requirements of this CAFO, Respondents shall pay stipulated penalties to EPA in accordance with paragraph 23 herein.

23. Stipulated Penalties

In the event that Respondents fail to comply with any of the terms or provisions of this CAFO relating to performance of the SEP, Respondents 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, Respondents shall pay a stipulated penalty in the amount of \$300 for each day that Respondents are late until the report is submitted, absent any pre-approved written extension of time granted by EPA for such submittals;

b. If Respondents fail to complete the SEP satisfactorily pursuant to this CAFO, Respondents shall pay a stipulated penalty to the United States in the amount of \$500 per day for the first thirty (30) days of violation, \$750 for the next sixty (60) days of violation, and \$1,000 for each day thereafter, but the total stipulated penalty shall not exceed \$136,000. The definition of “satisfactory completion” for the SEP is set forth in paragraph 17 above.

24. The determination of whether the SEP has been satisfactorily completed shall be in the sole discretion of EPA. However, any disputes arising regarding the SEP shall be subject to the dispute resolution provisions set forth in paragraphs 32-34 below.

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. Respondents 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. Payment of stipulated penalties shall be in addition to any other relief available under federal law.

28. EPA may, in its sole discretion, decide not to seek stipulated penalties or to waive any portion of the stipulated penalties that accrue pursuant to this CAFO.

29. Respondents hereby certify as follows:

a. that, as of the date of executing this CAFO, Respondents are not required to perform or develop the SEP by any federal, state, or local law or regulation, and are not required to perform or develop the SEP by agreement, grant, or as injunctive relief awarded in any other action in any forum;

b. Respondents are not party to any open federal financial assistance transaction(s) that is/are funding or could be used to fund the same activity as the SEP. To the best of Respondents' knowledge and belief after reasonable inquiry, there is no such open federal financial 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 loan, federally-guaranteed loan guarantee, or other mechanism for providing federal financial assistance whose performance period has not yet expired;

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

d. Respondents have not received and will not receive credit for the SEP in any other enforcement action;

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

f. all cost information provided to EPA in connection with EPA's approval of the SEP is complete and accurate and that Respondents in good faith estimate that the cost to implement the SEP is \$109,246; and

g. for federal income tax purposes, Respondents will neither capitalize into inventory or basis nor deduct any costs or expenses incurred in completing the SEP.

30. Respondents agree that any public statement, oral or written, in print, film, electronic, or other media, made by Respondents 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 Pike International, LLC, et al.”

31. Respondents agree 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.

32. 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").

33. 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.

34. 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.

35. 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 Respondents to comply with all applicable provisions of federal, state or local law.

36. This CAFO in no way relieves Respondents or their 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 Respondents in response to conditions that may present an imminent and substantial endangerment to the public health, welfare, or the environment.


37. This CAFO shall not relieve Respondents of their 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.

38. 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 Respondents' violation of this CAFO or of the statutes and regulations upon which the Complaint and this CAFO is based, or for Respondents' violation of any applicable provision of law.

39. 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.

40. 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.

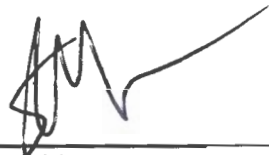
For Complainant, U.S. Environmental Protection Agency:



Joanna B. Jerison, Legal Enforcement Manager
Office of Environmental Stewardship
U.S. Environmental Protection Agency, Region 1

Date: 5/23/17

For Respondents, Pike International, LLC *et al.*



Sam Hecht, President
Pike International, LLC, *et al.*

Date: MM-18-2017

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 Respondents, Pike International, LLC *et al.*, are ordered to pay the civil penalty amount specified in the Consent Agreement, in the manner indicated.

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

Date: 5/25/17



Sharon Wells
Regional Judicial Officer
U.S. Environmental Protection Agency, Region I

Appendix I

Supplemental Environmental Project Scope of Work

In the Matter of Pike International, L.L.C., et al
Docket Number TSCA-01-2016-0034

1. **Description of Project:** By October 31, 2018, Pike International, L.L.C., et al. (“Respondents”) shall spend at least \$109,246 performing lead inspection and abatement work at target housing owned by Respondents located at 522 Fountain Street (1 Colby Court), 13-14 Quinnipiac Avenue (1 Quinnipiac Court), and/or 226 Ellsworth Street, New Haven, CT (the “Properties”). Target housing units shall be evaluated for lead inspection and abatement as they become vacant. The SEP will consist of lead inspections in target housing and, where lead-based paint and/or lead-based paint hazards are identified, abatement of components/surfaces containing lead-based paint and/or lead-based paint hazards. To perform the SEP:
 - Respondents shall retain a Lead Consultant Contractor (“LCC”) licensed by the State of Connecticut. The LCC will conduct lead inspections at vacant units within the Properties. Priority for conducting inspections will be given to vacant units with the greater likelihood of lead-paint based hazards being present, and units where children are likely to live.
 - For units where lead-based paint and/or lead-based paint hazards are identified, the LCC will prepare a lead abatement plan. The lead abatement plan will be provided to the Connecticut Department of Public Health (“CTDPH”) for review. A copy of the lead abatement plan shall be sent to EPA at the same time it is sent to CTDPH for review.
 - Lead abatement shall be performed by an independent third-party certified lead abatement contractor selected by Respondents. Abatement work may include, *inter alia*:
 - (i) Removing lead paint;
 - (ii) Replacing windows including interior and exterior trim; and/or
 - (iii) Replacing doors and door jams, removing existing trim molding and installing new trim molding around doorways and floor trim.
 - The LCC will ensure that all abatement work in a unit is performed consistent with the lead abatement plan, and will prepare a report verifying completion of each abatement job.
2. **Standard of Care:** The SEP shall be performed in accordance with Connecticut State Agencies Regulations Sections 19a-111-1 through 19a-111-11 and 20-478-1 and 20-478-2 (“CT Lead Abatement Requirements”). 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:** Respondents shall complete the SEP on the following schedule:
 - At least seven (7) days prior to commencement of any lead abatement work, Respondents shall provide to EPA copies of licenses or certifications required by CT Lead Abatement

Requirements for all individuals and/or firms that will conduct lead abatement in fulfillment of SEP requirements;

4. Respondents shall complete the SEP by October 31, 2018.
5. **SEP Progress Reports:** Respondents shall submit written SEP progress reports to EPA every six months following the effective date of this CAFO. Respondents shall submit the first SEP progress report no later than November 21, 2017. The second SEP progress report shall be submitted no later than May 21, 2018. The SEP progress reports shall include:
 - i. a detailed description of the work completed during the previous six months;
 - ii. all 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.
6. **SEP Completion Report:** Respondents shall submit a SEP Completion Report within 30 days of completing the SEP and no later than November 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. a certification by Respondents that the SEP has been fully implemented pursuant to the provisions of this CAFO and Appendix 1;

- v. a statement that no tax returns filed or to be filed by Respondents will contain deductions or depreciations for any expense associated with the SEP (i.e., eligible SEP costs);
 - vi. a description of any operating problems encountered in the implementation of the SEP and the solutions thereto; and
 - vii. a copies of the lead abatement consultant, lead inspector/risk assessor and lead abatement contractor's state licenses.
7. The completion of the SEP discussed in this Scope of Work shall not relieve Respondents of their obligations to comply with all applicable provisions of federal, state, or local law.

Appendix 2

Compliance Plan

In the Matter of Pike International, L.L.C., et al
Docket Number TSCA-01-2016-0034

Organizational Responsibility for TSCA Compliance

- Mr. Hecht is the President of Pike and assumes overall responsibility for the Company's compliance with the regulatory requirements to which Pike is subject. With respect to lead-related issues specifically, Pike's organizational structure will be amended to include the following specific supplemental job descriptions:
 - The head of Pike's Leasing Office will assume responsibility for ensuring Pike's compliance with all lead disclosure requirements. That position currently is held by Lia Collin.
 - The head of Buildings and Facilities will assume responsibility for ensuring Pike's compliance with work subject to EPA's Renovation, Repair, and Painting ("RRP") rule. That position currently is held by Saul Lipschitz.
- In Pike's organizational structure, the Head of Leasing and Head of Buildings and Facilities are permanent positions within those departments. Responsibility for compliance with lead disclosures and the RRP rule, respectively, will follow the position, regardless of the individual currently filling that role.

RRP Work

- If renovation, repair and/or painting work is to be performed in target housing, and the job requires disturbing more than 6 square feet of interior or 20 square feet of exterior paint, or if it involves replacing windows of any size, Pike may elect to test the surface to determine if it contains lead. If the surface does exhibit signs of lead, Pike will continue work using lead-safe practices, whether certified Pike employees perform the work or Pike engages a certified contractor. Alternatively, in the interest of saving time, Pike may skip the initial test altogether and proceed as if the surface contains lead.
- Pike will retain its Lead-Safe Certified status, which allows it to conduct RRP work itself or to contract with Lead-Safe Certified contractors.

Record Keeping and New Forms

- Pike lease files, which include a separate section dedicated to required disclosure forms, will be maintained for a period of at least three years.
 - Pike has implemented a policy for new leases and lease renewals that requires leasing agents to review and ensure compliance with the attached lead disclosure

outline, which notes the disclosure and receipt of a lead pamphlet where appropriate.

- Pike maintenance files on RRP-related work also will be maintained for a period of at least three years.
 - For all RRP-related work, those files will include the attached checklist, or a substantially similar checklist, to ensure compliance with RRP requirements.

Training

- With respect to lead disclosure issues, as noted previously all Pike leasing agents are and will continue to be licensed real estate agents. This policy, which is not required by law, ensures a higher degree of sophistication in executing leases, including issues related to target housing.
- With respect to maintenance personnel, Pike will provide annual training on RRP work for all technicians, to be conducted by a certified lead abatement contractor. Pike will endeavor to provide training for all new technicians within 60-days of their employment with Pike.

Periodic Audits

- Pike will institute a policy of conducting annual random audits of its leasing files to ensure compliance with lead disclosure requirements. Audits will be conducted by the head of Pike's Leasing Office.
- Similar random audits of Pike's maintenance files will be conducted on an annual basis to ensure compliance with RRP requirements. Audits will be conducted by the head of Pike's Buildings and Facilities Department.