

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2

RECEIVED
MAY 10 2018
EPA REGION 2
NEW YORK, NY

-----X
In the Matter of :
 :
William C. Rott & Sons : CONSENT AGREEMENT
 : AND
 : FINAL ORDER
 :
 :
Respondent :
 : Docket No.
 : TSCA-02-2018-9295
 :
 :
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 William C. Rott & Sons (“Respondent”).
2. Respondent’s primary place of business is located at 454 Young Street, Tonawanda, New York 14150.
3. Respondent is engaged in the business of residential construction, including window replacement, roofing, and siding work.
4. Respondent is a “firm” as that term is defined at 40 C.F.R. § 745.83, with EPA Firm Certification No. NAT—20606-1, valid from February 15, 2017 to March 1, 2022.
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, including Residential Property Renovation at 40 C.F.R. Part 745, Subpart E (the “Renovation, Repair and Painting (“RRP”)” Rule).
6. The RRP Rule was promulgated to ensure that renovation activities in target housing¹ 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 environments.
7. The RRP Rule requires that firms conduct renovations (as defined in 40 C.F.R. Section 745.83) in target housing in accordance with the work practice standards of 40 C.F.R.

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.

Part 745, Subpart E, unless (1) the firm has first made or 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. Section 745.82, or (2) the renovation is, itself, a minor repair and maintenance activity as defined at 40 C.F.R. Section 745.83.

8. On June 29, 2016, the United States Environmental Protection Agency, Region 2 (“EPA”), sent a letter to Mr. Steven Rott, General Manager of William C. Rott & Son, informing him of EPA’s plan to conduct an RRP Rule compliance inspection on or about July 15, 2016. The letter requested that Mr. Rott make available for review and collection documents associated with the renovations performed between June 1, 2015 and July 2016. Included with the letter was a Renovate Right pamphlet.

9. Prior to the inspection, EPA’s search of the Federal Lead-Based Paint Program (FLPP) database revealed that Respondent had been an RRP-certified renovation firm from March 2, 2010 to March 12, 2015, but had let its certification lapse. EPA’s search of the FLPP database also revealed that Mr. Steven Rott had been a certified renovator from December 15, 2009 to March 31, 2014 and had also allowed his certification to lapse.

10. On or about July 14, 2016, duly authorized inspectors of EPA performed an inspection (the “Inspection” or “EPA’s Inspection”) of the Respondent’s offices at 454 Young Street, Tonawanda, New York 14150 to determine the company’s compliance with the federal lead-based paint regulations.

11. Based on the Inspection, EPA determined that nine renovations (window replacements) conducted by Respondent between February 11, 2016 and June 10, 2016. at various residences in and around Tonawanda were subject to the RRP Rule.

12. Following the Inspection, EPA alleged that Respondent had violated the RRP Rule in the course of renovations conducted at the following addresses: 103 Fairways Boulevard, Williamsville; 555 Grover Cleveland Highway, Amherst; 58 Harriet Street, Tonawanda; 19 Gremlin Court, Depew, 168 Heritage Road, Tonawanda; 48 Ellen Drive, Cheektowaga; 684 Maryvale Drive, Cheektowaga; 15 Villa Moraine Drive, Cheektowaga; and 83 Jewitt Holmwood Road, East Aurora.

13. EPA further alleges as follows:

- a. At each of the above-listed addresses, Respondent performed renovations subject to the RRP Rule without obtaining initial certification from EPA, as required by 40 C.F.R. § 745.89(a).
- b. Respondent failed to establish and maintain records of compliance for the renovations conducted at each of the above-listed addresses, as required by 40 C.F.R. Part 745.87(b).
- c. Respondent failed to assign a certified renovator, as required by 40 C.F.R. § 745.89(d)(2), to the renovations conducted at each of the above-listed addresses; and
- d. Respondent failed to obtain a written acknowledgement from the owners of the following addresses—15 Villa Moraine Drive, Cheektowaga, 48 Ellen Drive, Cheektowaga, and 19 Gremlin Court, Depew, that each had received the “Renovate Right” pamphlet prior to the commencement of renovation at their homes, pursuant to §§ 745.84(a)(1)(i) and (d)(1), (2) & (3).

14. It is unlawful under Section 409 of TSCA, 15 U.S.C. Section 2689, for a firm conducting renovations in Target Housing subject to the requirements of 40 C.F.R. Part 745 to violate any requirement of the RRP Rule.

15. Each of Respondent's alleged failures to comply with the RRP Rule 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).

16. Pursuant to Section 16(a) of TSCA, 15 U.S.C. Section 2615(a), a violator may be subject to civil penalties up to \$38,114 per violation per day for each violation committed after November 2, 2015, for which a penalty is assessed on or after January 15, 2017.

17. On January 11, 2018, EPA sent Respondent a letter setting out the alleged violations and extending an offer to meet. EPA and the Respondent held informal pre-filing settlement conferences, as a result which, the parties agreed to enter into this Consent Agreement.

18. On March 27, 2018, March 28, 2018 and May 21, 2018, Respondent submitted financial information and documentation to EPA regarding Respondent's financial condition with respect to its ability to pay a penalty in settlement of this matter.

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 March 27, 2018, March 28, 2018 and May 21, 2018, regarding Respondent's financial condition is accurate, complete, and not misleading. Respondent understands that EPA has relied on the accuracy of the 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 allegations 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 **NINETY-FIVE THOUSAND DOLLARS (\$95,000)** in accordance with the payment terms and schedule set forth in Paragraph 7(a) through (e) below and according to one of the payment transmittal methods in subparagraph a or b below.

- a. If payment is made by check, then each 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

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

Each check shall be identified with a notation thereon listing the following: In the Matter of William C. Rott & Sons, Inc., and shall bear the Docket No. TSCA-02-2018-9295.

b. If Respondent chooses to make payment electronically through Fedwire,

Respondent shall provide the following information to its remitter bank (Federal Reserve Bank of New York) when each 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: William C. Rott & Sons, Inc.; and
- 7) Case Docket Number **TSCA-02-2018-9295.**

6. Pursuant to 31 U.S.C. Section 3717 and 40 C.F.R. Section 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. Forty C.F.R. Section 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. The Treasury current value of fund rate is one percent (1%) per annum for calendar year 2018.

7. The civil penalty of \$95,000, set forth in paragraph 5, above, shall be paid in five installments, with applicable interest at the rate of one percent (1%) per annum on the outstanding principal balance, as described immediately below (total interest payments to equal Three Hundred and Seventy-Nine Dollars and Seventeen Cents (\$379.17), equaling a total payment (principal plus interest) of \$95,379.17.

a. 1st Payment: The first payment, in the amount of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00), consisting of a principal payment of \$25,000 and an interest payment of \$0.00, shall be paid within thirty (30) calendar days of the date on which the Regional Administrator signs the Final Order.

b. 2nd Payment: The second payment, in the amount of SEVENTEEN THOUSAND SIX HUNDRED AND SIXTEEN DOLLARS AND SIXTY-SEVEN CENTS (\$17,616.67), consisting of a principal payment of \$17,500 and an interest payment of \$116.67, shall be paid on or before 90 calendar days from the date on which the Regional Administrator signs the Final Order.

c. 3rd Payment: The third payment, in the amount of SEVENTEEN THOUSAND SIX HUNDRED AND THIRTY-ONE DOLLARS AND TWENTY-FIVE CENTS (\$17,631.25), consisting of a principal payment of \$17,500 and an interest payment of \$131.25, shall be paid on or before 180 calendar days from the date on which the Regional Administrator signs the Final Order.

d. 4th Payment: The fourth payment, in the amount of SEVENTEEN THOUSAND FIVE HUNDRED AND EIGHTY-SEVEN DOLLARS AND FIFTY CENTS (\$17,587.50), consisting of a principal payment of \$17,500 and an interest payment of

\$87.50, shall be paid on or before 270 calendar days from the date on which the Regional Administrator signs the Final Order.

e. 5th Payment: The fifth payment, in the amount of SEVENTEEN THOUSAND FIVE HUNDRED AND FORTY-THREE DOLLARS AND SEVENTY-FIVE CENTS (\$17,543.75), consisting of a principal payment of \$17,500 and an interest payment of \$43.75, shall be paid on or before the one year (e.g., 12 month) anniversary from the date on which the Regional Administrator signs the Final Order.

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. If Respondent fails to make timely payment of any one of the required installment payments in accordance with the schedule set forth in paragraph 7 above, the entire unpaid balance of the penalty and all accrued interest shall become due immediately upon such failure, and Respondent shall immediately pay the entire remaining principal balance of the civil penalty along with any interest that has accrued up to the time of such payment. In addition, Respondent shall be liable for, and shall pay, administrative handling charges and late penalty charges described in Paragraph 9 and 10 below, in the event of any such failure or default and remit such payment in accordance with the payment instructions in paragraph 5 above.

9. 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 the payment was to have been made, in which payment of the amount remains in arrears.

10. 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. Section 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. Section 901.9(d).

11. Respondent may, at any time after commencement of payment under the installment schedule, elect to pay the entire principal balance, together with accrued interest to the date of such full payment.

12. 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 makes any material misrepresentations or provides materially false information herein or in any document submitted pursuant to this Consent Agreement.

13. The civil penalty and any stipulated penalty provided for herein are "penalt[ies]" within the meaning of 26 U.S.C. § 162(f), and are not deductible expenditures for purposes of federal, state or local law.

14. Respondent has developed a Compliance Plan addressing the following broad categories of compliance with TSCA and the RRP regulations codified at 40 C.F.R. Part 745:

- a. Obtaining, Maintaining & Renewing EPA RRP Firm certification(s);
- b. Obtaining, Maintaining & 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 employees who perform RRP work. Such training shall include lead-safe work practices, written acknowledgement pertaining to receipt of the “Renovate Right” pamphlet and any testing results (e.g., if a lead-based paint free determination has been made), and how to fill the Forms and checklist included in the RRP Compliance Packet, which is attached to the Compliance Plan and incorporated by reference into this CA/FO, for each job performed by Respondent.
- d. Creation and retention of records of compliance;
- e. Compliance with notifications, lead-safe work practice standards for renovation projects;
- f. Compliance with post-renovation cleaning verification; and
- g. Management of general contractor/subcontractor roles for RRP Rule projects.

Respondent has also assembled an “RRP Compliance Packet” which consists of Forms and checklists which would be used in conjunction with each renovation job 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 the RRP Compliance Packet as Attachment 2, and both are incorporated herein.

15. Respondent shall implement the Compliance Plan, including use of the RRP Compliance Packet, 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 Compliance Packet is 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 Compliance Packet and compliance with the provisions of this Consent Agreement with regard to the implementation of the Compliance

Plan and use of the RRP Compliance Packet shall not be a substitute for compliance with the provisions of 40 C.F.R. Part 745 nor a defense to the failure to do so.

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

- a. Respondent shall prepare quarterly 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 30 days of the end of the last 90 days period.
- 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 character of the renovation (e.g., residential home, multi-family apartment building, school building, conversion to housing);
 - (3) The specific renovation work to be performed;
 - (4) The Construction year 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/will be occupied at the time of the renovation;

- (7) The name, address and telephone number of the individual who was/will be 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 the building owner; and
- (9) The scheduled dates of work, including start date and projected finish date.

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

- c. The CP Reports shall be sent to the following addresses:

U.S. EPA – Region 2
Lead-Based Paint Team
2890 Woodbridge Road – MS-225
Edison, New Jersey 08837

and

Bruce Aber, Esq.
Assistant Regional Counsel
Office of Regional Counsel
U.S. EPA – Region 2
290 Broadway – 16th Floor
New York, N.Y. 10007-1866

- d. 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.”

17. Respondent shall be subject to stipulated penalties for the failure to (1) provide the required substantive content in the CP Report and (2) submit the required CP Reports in a timely manner as follows:

- a. 1 – 30 days delinquent --\$500 per day
- b. 30 – 60 days delinquent - \$750 per day
- c. Each day past 61 days: \$1,000 per day

All Stipulated penalties are due and payable within thirty (30) calendar days of Respondent's receipt from EPA of a written demand for payment of the penalties. Payment of the stipulated penalties shall be made in the same manner as prescribed in Paragraph 5 above, for payment of the civil penalty. Stipulated penalties shall accrue as provided above, regardless of whether EPA has notified Respondent of the violation or has made a demand for payment, but need only be paid upon demand.

18. Following receipt of the CP Report EPA will 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 stipulated penalties in accordance with paragraph 17 above.

19. If in the future EPA believes that any of the information in the documentation or CP Reports certified to, pursuant to paragraph 16d, 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, in addition to seeking stipulated penalties pursuant to paragraph 16d., above for non-compliance, initiate a separate criminal investigation pursuant to 18 U.S.C. § 1001 et seq. or any other applicable law.

20. EPA Region 2's Director of Division of Enforcement & Compliance Assistance, may, in her sole discretion, reduce or eliminate any stipulated penalty due if Respondent has in writing demonstrated to EPA's satisfaction good cause for such action. If, after review of Respondent's written submission, EPA determines that Respondent failed to comply with the terms and conditions of this CA/FO and concludes that the demanded stipulated penalty(ies) is due and owing, and further EPA has not waived or reduced the demanded stipulated penalty(ies), EPA will notify Respondent, in writing, of its decision regarding the stipulated penalty(ies). Respondent shall then, within thirty (30) days of receipt thereof, pay the stipulated penalty amount(s) indicated in EPA's notice. EPA may also in its discretion, *sua sponte*, decide not to demand stipulated penalties.

21. 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 Report 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.

22. Any responses, documentation, and communication (other than the CP) submitted

in connection with this Consent Agreement shall be sent to:

Jerry Somma
Enforcement Officer
Pesticides and Toxic Substances Branch – Lead Team
Division of Enforcement and Compliance Assistance
U.S. Environmental Protection Agency – Region 2
2890 Woodbridge Avenue – MS 225
Edison, New Jersey 08837

and

Bruce H. Aber, 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

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

Steven Rott, General Manager
William C. Rott & Sons, Inc.
454 Young Street
Tonawanda, New York 14150

23. This Consent Agreement is being voluntarily and knowingly entered into by the parties to resolve (conditional upon full payment of the civil penalty herein) the civil and administrative claims described in the Findings of Fact and Conclusions of Law set forth above.

24. Full payment of the penalty described in paragraph 5, above, shall only resolve Respondent's liability for federal civil penalties for the violations described in paragraphs 13 (a) through (d) 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.

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

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

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

28. 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.

29. Respondent hereby waives its right to seek or to obtain any hearing pursuant to Subpart D of 40 C.F.R. Part 22 or other judicial proceeding on this Consent Agreement or on the Findings of Fact and Conclusions of Law herein or on the accompanying Final Order.

30. 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.

31. Respondent waives any rights it may have to appeal this Consent Agreement and the accompanying Final Order.

32. 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.

33. 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.

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

35. Respondent consents to service upon it of a copy of this Consent Agreement and Final Order by an EPA employee other than the Regional Hearing Clerk.

In the Matter of William C. Rott & Sons, Inc.
Docket Number TSCA-02-2018-9295

William C. Rott & Sons, Inc.

RESPONDENT:

BY:

Steven J. Rott
(SIGNATURE)

NAME:

Steven J. Rott
(PLEASE PRINT)

TITLE:

G M / owner / President

DATE:

8/13/18

In the Matter of William C. Rott & Sons, Inc.
Docket Number TSCA-02-2018-9295

COMPLAINANT:



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

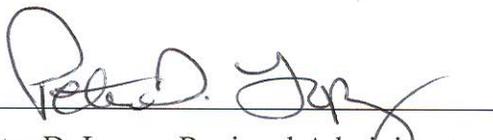
AUG 16 2018

DATE: _____

In the Matter of William C. Rott & Sons, Inc.
Docket Number TSCA-02-2018-9295

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 William C. Rott & Sons, Inc., Docket Number TSCA-02-2018-9295. Said Consent Agreement, having been duly accepted and entered into by the parties, is hereby ratified, incorporated into, and issued as this Final Order. 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)). 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.



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

Date: _____

8/19/18

ATTACHMENT 1

William C. Rott & Sons

LEAD PAINT REGULATIONS COMPLIANCE PLAN (ATTACHMENT 1)

I. Introductory Statement.

This Lead Paint Regulations Compliance Plan (“the Plan”) is being implemented in order to promote compliance by William C. Rott & Sons with the requirements for Residential Property Renovation, codified at Title 40 of the Code of Federal Regulations, Part 745, Subpart E, commonly known as the Renovation, Repair, and Painting (RRP) Rule. The Plan is designed to help ensure that covered companies and their employees, engaged in renovation activities involving residential “target housing” properties¹ and “child-occupied facilities,”² have the necessary guidance and/or training to conduct renovation activities in compliance with the RRP Rule.

IN THE EVENT OF ANY DISCREPANCY BETWEEN THE REQUIREMENTS IN THIS DOCUMENT AND THE RRP RULE, THE RRP RULE PREVAILS.

II. Objective.

The objective of the Plan is to ensure William C. Rott & Sons’ compliance with the RRP Rule. This Plan does not address compliance with any other lead-based paint laws or regulations of other federal, state, or local agencies.

¹ “Target Housing” means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless a 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 U.S.C. Section 2681(17); see also, 40 C.F.R. § 745.223.

² “Child-Occupied Facility” means a building, or portion of a building, constructed prior to 1978, visited regularly by the same child, under 6 years of age, on at least two different days within any week (Sunday through Saturday period), provided that each day’s visit lasts at least 3 hours and the combined weekly visits last at least 6 hours, and the combined annual visits last at least 60 hours. Child-occupied facilities may be located in target housing or in public or commercial buildings. 40 C.F.R. § 745.83.

III. Applicability.

This Plan covers all William C. Rott & Sons' employees, contractors, and subcontractors working on projects involving the "renovation," as that term is defined at 40 C.F.R. § 745.83, of property originally constructed prior to 1978. Note, that in addition to pre-1978 residential structures and child-occupied facilities, the conversion of any class of property (e.g., Commercial, Industrial, etc.) constructed prior to 1978 to residential use makes such property subject to the requirements of 40 C.F.R. Part 745 and this Plan.

IV. Procedures.

This document, created and adopted by William C. Rott & Sons, sets forth procedures which will address the following broad categories of compliance that apply to the Rule cited above: A) Obtaining, maintaining and renewing the EPA RRP-Firm Certification(s); B) Obtaining, Maintaining and renewing RRP Certifications of Individual Renovators, which are issued by EPA-accredited training providers; C) On-the-job training of uncertified William C. Rott & Sons' employees who perform RRP work; D) Pre-renovation education of owners and occupants ; E) Compliance with lead-safe work practice standards for renovation projects; F) Compliance with post-renovation cleaning verification; G) Creation and Retention of Records of Compliance; and H) Management of general contractor/subcontractor roles for RRP Rule projects.

A. Firm & Individual certification(s).

RRP Rule – William C. Rott & Sons has obtained EPA RRP Firm Certification for the RRP Rule under certificate number NAT-20606-1, valid from February 15, 2017 to March 1, 2022. Prior to William C. Rott & Sons' license expiring it will take the necessary steps to renew its firm's license. All renewals are now done electronically at www2.epa.gov/lead-safe-certification-program. William C. Rott & Sons' individual

Renovators certifications shall be kept in an electronic file database that is monitored by William C. Rott & Sons. As expiration dates near, Renovators shall be scheduled for a “Refresher” class at an EPA-accredited training provider. Once training is completed, certifications for individual renovators are issued by the training provider as a course completion certificate upon completion of the course.

B. Training of Respondent employees.

RRP Rule - As the general contractor, whenever William C. Rott & Sons undertakes a project which is subject to the RRP Rule, it will ensure that a RRP Certified Renovator(s) (appropriately trained individual(s) in possession of a current Renovator certificate issued by an EPA-accredited training provider (school)) is assigned to that project. The assigned Certified Renovator(s) may be an employee(s) of William C. Rott & Sons, or of a subcontractor(s) William C. Rott & Sons hires. This assigned Certified Renovator(s) will be responsible, in part, for compliance with the RRP Rules for that project, and in that role must perform, and document, a number of specific RRP Rule compliance-related functions.

1. Assigned Certified Renovator(s) - If William C. Rott & Sons chooses an employee(s) as the assigned Certified Renovator(s), that employee(s) must have valid and current Renovator certification from an EPA-accredited training provider before such employee(s) can serve the Certified Renovator function.

2. If William C. Rott & Sons is involved in multiple concurrent projects, William C. Rott & Sons will be required to ensure the availability of a sufficient number of Certified Renovators to maintain proper coverage and insure compliance with the RRP Rule at all renovations.

3. If the only Certified Renovator on a specific project is the assigned Certified Renovator, then the Certified Renovator must train the other workers who are performing RRP work on the lead-safe work practices required by the RRP Rule. The Certified Renovator will create a record of this training, and William C. Rott & Sons will retain that record, as well as the other RRP records of compliance contained in the RRP Compliance Packet which is Attachment 2

C. Records Retention.

1. William C. Rott & Sons will generate and maintain the following records of compliance with the RRP Rule for each renovation it conducts:

- Documentation that one or more certified renovators was assigned to each project, including the name of each individual certified renovator assigned and a copy of his or her current certificate;
- Documentation that a certified renovator provided on the job training and direction to workers who performed the renovation;
- Documentation that a certified renovator performed the post-renovation cleaning verification;
- Signed and dated acknowledgements of receipt of the Renovate Right pamphlet from both owners and/or occupants (i.e., pre-renovation education) or certificates of mailing providing proof of attempted distribution of the Renovate Right pamphlet.
- Documentation of results of any testing performed by an inspector, risk assessor or certified renovator;

- Documentation that when the final invoice for the renovation is delivered or within 30 days of the completion of the renovation, whichever is earlier, William C. Rott & Sons provided information pertaining to compliance with the RRP to the owner of the building and, if different, an adult occupant of the dwelling, or if the renovation took place in a child-occupied facility, an adult representative of the child-occupied facility.
- Documentation of compliance with any other provisions of the RRP Rule not specified above,
- Any agreed-upon RRP Recordkeeping Forms collected in Attachment 2.

2. William C. Rott & Sons will maintain these records for each renovation for a minimum of 3 years after completion of the work. If the specified documents are maintained in hard copy, all such documents covering all projects with RRP Rule requirements, shall be maintained at William C. Rott & Sons' office located at 454 Young Street, Tonawanda, New York 14150, in a central file dedicated to RRP Rule documentation, with copies of the specified documents to be kept with the individual project files (including scope of work, contracts, proof of payment). If hard copy records are not maintained, the specified records shall be maintained electronically in a folder dedicated to RRP Rule documentation and in an easily-accessible format, and copies of the specified RRP-compliance documents shall also be kept with the individual project files or folders. All electronic files containing the specified documents shall be backed up regularly and copies shall be maintained off-site, in the cloud or on some independent medium to prevent inadvertent loss or destruction of the data. Records shall be

maintained in PDF format or another format to prevent modification of historical data.

3. Any and all records shall be submitted to EPA upon request.

D. Managing general contractor/subcontractor roles for projects subject to the RRP Rule.

1. Whether William C. Rott & Sons serves as the sole contractor, as a general contractor hiring subcontractors, or as a subcontractor to another general contractor, William C. Rott & Sons will ensure RRP compliance (worker training, lead-safe work practices, record keeping, etc.), creation and retention of all records of compliance (and provide copies to whichever firm contracted the work to William C. Rott & Sons), and information distribution (“Renovate Right” booklet (<https://www.epa.gov/lead/materials-and-downloads-renovators-renovation-repair-and-painting>), etc.) to the owner and/or tenants, as required/applicable.

2. Before William C. Rott & Sons subcontracts renovation tasks to another firm (including individuals), William C. Rott & Sons will seek (and retain) documentation that any such firm is EPA-certified for RRP. William C. Rott & Sons shall also seek and retain documentation that any such subcontractor uses certified/trained workers at a renovation as required/applicable and that a specifically identified Certified Renovator has been assigned as the Certified Renovator to satisfy the assigned Certified Renovator responsibilities OR William C. Rott will perform all such tasks itself. Upon completion of the project, William C. Rott & Sons will ensure all requirements of the RRP Rule are met and William C. Rott & Sons will require the subcontractor to provide William C. Rott & Sons

with a copy of all records of compliance which William C. Rott & Sons will then retain in its files for a minimum of 3 years after completion of the project.

William C. Rott and Son, Inc.

LEAD PAINT REGULATIONS COMPLIANCE PLAN

Compliance Plan Authorization and Effective Date (attested by highest corporate officer)

Steven J. Rott / GM / President 8/13/18
Contractor/subcontractor Name and Title Date

Steven J. Rott 8/13/18
Signature of Authorized Officer Date

Steven J. Rott
Print Name of Authorized Officer

President
Title

ATTACHMENT 2

LEAD PAINT TEST FORM
ENVIRONMENTAL PROTECTION AGENCY
RENOVATION, REPAIR AND PAINTING RULE

Complete this form if one or more tests have been performed to determine if lead-based paint is present at the work areas at the address below.

| | | | |
|-------------------|--------|-------------------|--|
| Customer Name(s): | | Date of Contract: | |
| Job Address: | Phone: | E-Mail: | |

General description of remodeling project:

| | | | |
|----------------------------------|----------------------------------|----------------------------------|---------------------------------|
| <input type="checkbox"/> Roofing | <input type="checkbox"/> Gutters | <input type="checkbox"/> Windows | <input type="checkbox"/> Siding |
|----------------------------------|----------------------------------|----------------------------------|---------------------------------|

I hereby certify that on the Test Date written below, I utilized the following EPA-recognized test kit(s):

| | | |
|---|--|--|
| <input type="checkbox"/> 3M™ LeadCheck™ Swabs Serial No. _____ | <input type="checkbox"/> ESCA Tech, Inc. D-Lead Test Kit Serial No. _____ | <input type="checkbox"/> Massachusetts Lead Test Kit Check Serial No. _____ |
|---|--|--|

The following test results were obtained (attach additional sheets if need be):

| Sample Identifier | Description of Location | Sample Size | Sampler's Name | Test Results | | |
|-------------------|-------------------------|-------------|----------------|--|----------------------------------|-------------------------------|
| | | | | <input type="checkbox"/> Presumed Lead | <input type="checkbox"/> No Lead | <input type="checkbox"/> Lead |
| 1 | | | | <input type="checkbox"/> Presumed Lead | <input type="checkbox"/> No Lead | <input type="checkbox"/> Lead |
| 2 | | | | <input type="checkbox"/> Presumed Lead | <input type="checkbox"/> No Lead | <input type="checkbox"/> Lead |
| 3 | | | | <input type="checkbox"/> Presumed Lead | <input type="checkbox"/> No Lead | <input type="checkbox"/> Lead |
| 4 | | | | <input type="checkbox"/> Presumed Lead | <input type="checkbox"/> No Lead | <input type="checkbox"/> Lead |
| 5 | | | | <input type="checkbox"/> Presumed Lead | <input type="checkbox"/> No Lead | <input type="checkbox"/> Lead |
| 6 | | | | <input type="checkbox"/> Presumed Lead | <input type="checkbox"/> No Lead | <input type="checkbox"/> Lead |
| 7 | | | | <input type="checkbox"/> Presumed Lead | <input type="checkbox"/> No Lead | <input type="checkbox"/> Lead |
| 8 | | | | <input type="checkbox"/> Presumed Lead | <input type="checkbox"/> No Lead | <input type="checkbox"/> Lead |

The below-signed Certified Renovator has determined:

| | |
|--|---|
| <input type="checkbox"/> Lead-Safe Work Practices WILL Be Required. One or more components affected by the project tested positive for lead-based paint or lead-based paint has been presumed to exist. | <input type="checkbox"/> Lead-Safe Work Practices WILL NOT Be Required. Each component affected by the project is free of paint or other surface coatings that contain lead-based paint. |
|--|---|

| | |
|---|---------------------------|
| I certify under penalty of law that the above information is true and complete and do hereby certify that I have completed the above requirements in accordance with the Lead Renovation, Repair and Painting Rules. | |
| Signature of Certified Renovator: | Today's Date (Test Date): |
| Name of Certified Renovator: | EPA Certification No.: |
| Name of Certified Firm: | EPA Certification No.: |

| | |
|--|-------|
| I acknowledge receipt of this form when the final invoice was delivered or within 30 days of the completion of the renovation, whichever was earlier. | |
| Signature of Customer: | Date: |

LEAD-SAFE WORK PRACTICES CHECKLIST

ENVIRONMENTAL PROTECTION AGENCY RENOVATION, REPAIR AND PAINTING RULE

| | |
|-------------------|-------------------------|
| Customer Name(s): | Today's Date: |
| Job Address: | Age of Home (if known): |

Desc. of Project: _____

Estimated Paint Disturbance: _____

Name(s) of Trained Worker(s), if used: _____

Certified Renovator performed or directly supervised the following (check all that apply):

| | | |
|--|--|--|
| <input type="checkbox"/> Posting warning signs | <input type="checkbox"/> Maintaining containment | <input type="checkbox"/> Setting up plastic containment barriers |
| <input type="checkbox"/> Avoiding spread of dust to adjacent areas | <input type="checkbox"/> Waste Handling | <input type="checkbox"/> Post-renovation cleaning of job site |

The Following Lead-Safe Work Practices Were Followed for the Job:

Applicable to All Jobs

- Confirmation that all workers engaged in lead-safe work practices received on-the-job training prior to performing work
- Copies of Certified Renovator certification on file with contractor
- Warning signs posted at entrance to work area
- Doors that must be used in the work area covered to allow passage but prevent spread of dust
- Waste contained on-site and while being transported off-site
- All chips and debris picked up, protective sheeting misted, folded dirty side inward, and taped for removal
- No prohibited and/or restricted work practices were employed during the work

Applicable to Interior Jobs Only

- All objects in the work area removed or covered
- HVAC ducts in the work area closed and covered
- Windows in the work area closed
- Windows in the work area and within 20 feet of the work area closed
- Doors in the work area closed and sealed
- Floors in the work area covered with taped-down plastic (interiors)
- Work area surfaces and objects cleaned using HEPA vacuum and/or wet cloths or mops (interiors)

Applicable to Exterior Jobs Only

- Doors in the work area and within 20 feet of the work area closed and sealed
- Windows in the work area and within 20 feet of the work area closed
- Ground covered by plastic extending 10 feet from work area; plastic anchored down by heavy objects
- If necessary, vertical containment installed to prevent migration of dust and debris to adjacent property

| | |
|---|------------------------|
| I certify under penalty of law that the above information is true and complete and do hereby certify that I have completed the above requirements in accordance with the Lead Renovation, Repair and Painting Rules. | |
| Signature of Certified Renovator: | Today's Date: |
| Print Name of Certified Renovator: | EPA Certification No.: |
| Name of Certified Firm: | EPA Certification No.: |

| | |
|--|-------|
| I acknowledge receipt of this form when the final invoice was delivered or within 30 days of the completion of the renovation, whichever was earlier. | |
| Signature of Customer: | Date: |

POST-RENOVATION CLEANING VERIFICATION

ENVIRONMENTAL PROTECTION AGENCY RENOVATION, REPAIR AND PAINTING RULE

| | |
|-------------------|-----------------------|
| Customer Name(s): | Date of Verification: |
| Job Address: | |

STEP ONE FOR INTERIOR AND EXTERIOR WORK: VISUAL INSPECTION

The Certified Renovator has visually inspected all work areas and states as follows [select one]:

- Visual inspection PASSED.** Dust, debris, or residue **was not present** at any work area at time of inspection.
- Visual inspection PASSED after re-cleaning(s).** Dust, debris, or residue **was present** at time of inspection, but the affected work area(s) was re-cleaned and subsequent visual inspections showed that no dust, debris, or residue was present.
- Visual inspection FAILED despite re-cleaning(s).** Dust, debris, or residue **was present** at time of inspection, so the affected work area(s) was re-cleaned, but subsequent visual inspections showed dust, debris, or residue remained present.

STEP TWO FOR INTERIOR WORK: WINDOWSILLS, UNCARPETED FLOORS, AND COUNTERTOPS

The Certified Renovator has wiped each windowsill, uncarpeted floor, and countertop (as applicable) with an approved wet disposable cleaning cloth that was damp to the touch, and then compared each cloth to an EPA-approved cleaning verification card. The Certified Renovator now states as follows [select one]:

- ALL WET CLOTH TESTS PASSED.** Each cloth matched the appearance or was lighter in appearance than the EPA-approved cleaning verification card.
- ALL WET CLOTH TESTS PASSED FOLLOWING RE-CLEANING.** One or more cloth was darker in appearance than the EPA-approved cleaning verification card. The affected areas were re-cleaned. Subsequent tests were performed, and each test resulted in a cloth that then matched the appearance or was lighter in appearance than the EPA-approved cleaning verification card.
- DRY CLOTH UTILIZED FOLLOWING DELAYED RE-INSPECTION.** One or more cloth was darker in appearance than the EPA-approved cleaning verification card, notwithstanding re-cleaning of the affected areas. Following a delay of one (1) hour (or until the surface had dried completely, whichever was longer), each affected location was then wiped with a dry disposable cleaning cloth.

| | |
|----------------------------------|----------------------------------|
| Total number of wet cloths used: | Total number of dry cloths used: |
|----------------------------------|----------------------------------|

- The Renovation was an emergency renovation under the Lead Renovation, Repair and Painting Rule. Below is a description of the nature of the emergency, the work that was done, and the provisions of the Rule that were not followed:

| | |
|--|------------------------|
| I certify under penalty of law that the above information is true and complete and do hereby certify that I have completed the above requirements in accordance with the Lead Renovation, Repair and Painting Rule. | |
| Signature of Certified Renovator: | EPA Certification No.: |
| Print Name of Certified Renovator: | |

| | |
|--|-------|
| I acknowledge receipt of this form when the final invoice was delivered or within 30 days of the completion of the renovation, whichever was earlier. | |
| Signature of Customer: | Date: |

Sample Pre-Renovation Form

This sample form may be used by firms to document compliance with the requirements of the Federal Lead-Based Paint Renovation, Repair, and Painting Program.

Occupant Confirmation

Pamphlet Receipt

I have received a copy of the lead hazard information pamphlet informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.

Printed Name of Owner-occupant

Signature of Owner-occupant

Signature Date

Renovator's Self Certification Option (for tenant-occupied dwellings only)

Instructions to Renovator: If the lead hazard information pamphlet was delivered but a tenant signature was not obtainable, you may check the appropriate box below.

Declined — I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below at the date and time indicated and that the occupant declined to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit with the occupant.

Unavailable for signature — I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below and that the occupant was unavailable to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit by sliding it under the door or by (fill in how pamphlet was left).

Printed Name of Person Certifying Delivery

Attempted Delivery Date

Signature of Person Certifying Lead Pamphlet Delivery

Unit Address

Note Regarding Mailing Option — As an alternative to delivery in person, you may mail the lead hazard information pamphlet to the owner and/or tenant. Pamphlet must be mailed at least 7 days before renovation. Mailing must be documented by a certificate of mailing from the post office.

Wm. C. Rott & Son On-the-Job Training Log

| Name of Trainee | Skill Set: Setting up Barriers, Signs, and Flapped Entry Doors | Skill Set: Cover or Remove Furniture | Skill Set: Establish Interior Containment | Skill Set: Establish Exterior Containment | Skill Set: Interior Final Cleaning | Skill Set: Exterior Final Cleaning | Skill Set: Bagging Waste |
|-----------------|--|--------------------------------------|---|---|------------------------------------|------------------------------------|--------------------------|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

Date of Training: _____

Certified Renovator Name: _____

In the Matter of William C. Rott & Sons, Inc.
Docket Number TSCA-02-2018-9295

CERTIFICATE OF SERVICE

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

Original and one copy by hand to:

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

Copy by Certified Mail Return Receipt Requested:

Steven Rott, General Manager
William C. Rott & Sons, Inc.
454 Young Street
Tonawanda, New York 14150

Kevin Tierney, Partner
Berenson LLP
4495 Military Trail, Suite 203
Jupiter, Florida 33458

Dated: 8/22/18
New York, New York