

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1 – NEW ENGLAND

FILED

3/10/25
12:17 PM

U.S. EPA REGION 1
HEARING CLERK

In the Matter of:)
)
Precision Property Management LLC)
778 South Main Street)
Plantsville, CT 06479)
)
)
Respondent.)
)
Proceeding under Section 16(a) of the)
Toxic Substances Control Act,)
15 U.S.C. § 2615(a).)
)

EPA Docket No.

TSCA-01-2025-0055

**CONSENT AGREEMENT
AND
FINAL ORDER**

CONSENT AGREEMENT AND FINAL ORDER

The U.S. Environmental Protection Agency (“EPA”), Region 1 (“Complainant”) alleges that Precision Property Management LLC (“Respondent”) violated Section 409 of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. § 2689, and federal regulations promulgated under TSCA set forth at 40 C.F.R. Part 745, Subpart E, as amended (the “Renovation, Repair and Painting Rule” or “RRP Rule”).

This Consent Agreement and Final Order (“CAFO”) simultaneously commences and concludes the cause of action described herein, pursuant to 40 C.F.R. §§ 22.13(b) and 22.18(b) of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (“Consolidated Rules of Practice”), at 40 C.F.R. Part 22. Complainant and Respondent (collectively, the “Parties”) agree that settlement of this matter is in the public interest and that entry of this CAFO without litigation is the most appropriate means of resolving this matter.

I. STATUTORY AND REGULATORY AUTHORITY

1. In 1992, Congress passed the Residential Lead-Based Paint Hazard Reduction Act (the “Act”) in response to findings that “pre-1980 American housing stock contains more than 3,000,000 tons of lead in the form of lead-based paint” and that dust from this lead paint creates significant health problems for children. 42 U.S.C. § 4851. The Act added a new section to TSCA entitled *Subchapter IV – Lead Exposure Reduction* (TSCA Sections 401-412, 15 U.S.C. §§ 2681-2692) to, among other purposes, ensure that “the existence of lead-based paint hazards is taken into account in ... [the] renovation of homes and apartments.” 42 U.S.C. § 4851a(4).

2. In 1998, EPA promulgated regulations to implement Section 406(b) of TSCA (*Lead Hazard Information Pamphlet – Renovation of Target Housing*), 15 U.S.C. § 2686(b), and those regulations are set forth at 40 C.F.R. Part 745, Subpart E (commonly referred to as the “Pre-Renovation Education Rule” or “PRE Rule”).

3. In 2008, EPA promulgated regulations to implement Section 402(c)(3) of TSCA [*Lead-Based Paint Activities Training and Certification – Renovation and Remodeling – Certification Determination*], 15 U.S.C. § 2682(c)(3), by amending both the PRE Rule at 40 C.F.R. Part 745, Subpart E, as well as the Lead-Based Paint Activities Rule (the “LBP Activities Rule”) at 40 C.F.R. Part 745, Subpart L, with the amended regulations now commonly referred to as the “RRP Rule.” *See* 40 C.F.R. §§ 745.80-745.92, § 745.220, § 745.225.). As further described below, the RRP Rule sets forth procedures and requirements for, among other things, renovator and renovator firm certifications, records retention, and work practices for renovation, repair, and painting activities in “target housing” and child-occupied facilities, and the establishment and retention of records to document compliance.

4. “Target housing” is “any housing constructed prior to 1978, except housing for

the elderly or persons with disabilities or any 0-bedroom dwelling (unless any child who is less than 6 years of age resides or is expected to reside in such housing).” 15 U.S.C. § 2681(17).

5. A “renovator” is “an individual who either performs or directs workers who perform renovations.” A “certified renovator” is “a renovator who has successfully completed a renovator course accredited by EPA or an EPA-authorized State or Tribal program.” 40 C.F.R. § 745.83.

6. A “firm” is a “company, partnership, corporation, sole proprietorship or individual doing business, association, or other business entity; a Federal, State, Tribal, or local government agency; or a nonprofit organization.” *Id.*

7. “Renovation” is “the modification of any existing structure, or portion thereof, that results in the disturbance of painted surfaces, unless that activity is performed as part of an abatement as defined by this part (40 C.F.R. § 745.223). The term renovation includes (but is not limited to): the removal, modification or repair of painted surfaces or painted components (e.g., modification of painted doors, surface restoration, window repair, surface preparation activity (such as sanding, scraping, or other such activities that may generate paint dust)); the removal of building components (e.g., walls, ceilings, plumbing, windows); weatherization projects (e.g., cutting holes in painted surfaces to install blown-in insulation or to gain access to attics, planing thresholds to install weather-stripping), and interim controls that disturb painted surfaces. A renovation performed for the purpose of converting a building, or part of a building, into target housing or a child-occupied facility is a renovation under this subpart. The term renovation does not include minor repair and maintenance activities.” *Id.*

8. “Minor repair and maintenance activities are activities, including minor heating, ventilation or air conditioning work, electrical work, and plumbing, that disrupt 6 square feet or

less of painted surface per room for interior activities or 20 square feet or less of painted surface for exterior activities where none of the work practices prohibited or restricted by § 745.85(a)(3) are used and where the work does not involve window replacement or demolition of painted surface areas. When removing painted components, or portions of painted components, the entire surface area removed is the amount of painted surface disturbed. Jobs, other than emergency renovations, performed in the same room within the same 30 days must be considered the same job for the purpose of determining whether the job is a minor repair and maintenance activity.”
Id.

9. Except in specific circumstances not relevant to Respondent or the violations alleged in this CAFO, firms renovating target housing for compensation must, among other requirements:

- i. Obtain EPA certification, pursuant to the procedures outlined in 40 C.F.R. § 745.89, before “perform[ing], offer[ing], or claim[ing] to perform renovations,” and obtain recertification every five years;
- ii. Assign a certified renovator to each renovation of target housing;
- iii. Retain records demonstrating compliance with the requirements of the RRP Rule for a period of three years following completion of the renovation;
- iv. Provide the owner and, where the owner does not occupy the target housing, an adult occupant of the unit being renovated with a lead paint informational pamphlet; *See* 40 C.F.R. §§ 745.81(a)(2), 745.89(a), (b), (d)(2), 745.84(a)(1)-(2), 745.86(a).

10. It is unlawful for any person to fail to comply with these or any other rules issued under Subchapter IV of TSCA. 15 U.S.C § 2689. *See also* 40 C.F.R. §§ 745.87(a), (b).

11. TSCA Section 16(a) authorizes the assessment of a civil penalty of up to \$37,500 for each violation of Section 409 of TSCA. 15 U.S.C. § 2615(a). *See also* 40 C.F.R. § 745.87(d). This amount was amended by the Debt Collection Improvement Act of 1996, the Federal Civil Penalties Inflation Adjustment Act of 1990 (“FCPIAA”), as amended by the Federal Civil Penalties Inflation Adjustment Act Improvements Act of 2015 and the FCPIAA’s implementing regulations, promulgated and updated by EPA at 40 C.F.R. Part 19 (most recently at 88 Fed. Reg. 89309-89312 (Dec. 27, 2023)), which together authorize the assessment of civil administrative penalties of up to \$48,512 for violations that occur after November 2, 2015, for which a penalty is assessed on or after December 27, 2023 (88 Fed. Reg. 89309-89312).

II. GENERAL ALLEGATIONS

12. Respondent, Precision Property Management LLC, is a limited liability company registered with the State of Connecticut since approximately 2013, with its principal office located at 778 South Main Street, Plantsville, Connecticut. Respondent performs residential property renovation services throughout Connecticut.

13. Thus, Respondent is a “firm,” as defined by 40 C.F.R. § 745.83, and a “person” as defined by the same.

14. At all times relevant to the violations alleged in this CAFO, Respondent performed renovation activities that constituted “renovations” within the meaning of 40 C.F.R. § 745.83.

15. Respondent performed “renovations for compensation” within the meaning of 40 C.F.R. § 745.89.

16. EPA representatives performed a random inspection of Respondent at Respondent’s office on August 10, 2023.

17. At the time of the inspection, Respondent was not firm certified under the RRP Rule, did not have workers who were trained and certified in lead-safe work practices pursuant to the RRP Rule, had not provided property owners or adult occupants with the *Renovate Right* pamphlet, and did not retain required records demonstrating compliance with the RRP Rule.

18. EPA has determined, based on the inspection and other information received by EPA, that Respondent performed the following five renovations in target housing between November 2021 and January 2023:

- i. A property located at 18 Congress Street, Unit 401, Hartford, CT, built in 1910, at which Respondent was hired to: scrape and repair the bathroom ceiling, cover all holes in the kitchen and bedroom, secure hanging cabinets, replace a faucet, and install new locks on the front and back doors. Respondent performed these tasks on or about December 13, 2022.
- ii. A property located at 18 Congress Street, Unit 302, Hartford, CT, built in 1910, at which Respondent was hired to: fix a leak in the bathroom, replace a knob on a sink, caulk and glaze a tub, remove popcorn from the ceiling, compound, sand and paint the ceiling, and tighten a loose wire on the thermostat. Respondent performed this work on or about January 9, 2023.
- iii. A property located at 27 Congress Street, Unit 203, Hartford, CT, built in 1925, at which Respondent was hired to ground out an outlet in the living room, remove deteriorating paint from a window sill, re-paint the window sill, make repairs in the living room, paint the living room's entire ceiling, repair the kitchen window, scrape and paint all windows, repair a leak in the bathroom, paint the bathroom ceiling, repair and re-paint water-damaged walls

in the bathroom, replace the damaged rear stairs door, and repair a window in the bathroom. Respondent performed this work on or about November 24, 2021.

- iv. A property located at 513 East Street, Unit 2N, New Britain, CT, built in 1900, at which Respondent was hired to replace four windows, fix the front door with new weatherstripping and a strike plate, and bring all old windows to a shop dumpster. Respondent performed this work on or about December 27, 2022.
- v. A property located at 192 Main Street, Unit 5, Bristol, CT, built in 1904, at which Respondent was hired to change a kitchen faucet and supply lines, change batteries for the smoke detectors and carbon monoxide detectors, scrape chipping paint and compound where needed, and sand and paint two coats of paint. Respondent performed this work on or about November 8, 2022.

19. The renovations described in Paragraph 18 above, did not constitute minor repair or maintenance activities or emergency repairs. *See* 40 C.F.R. §§ 745.83, 745.82(b).

20. The residences listed in Paragraph 18 above, were built before 1978, and thus, qualify as “target housing.” 15 U.S.C. § 2681(17). The residences do not satisfy the requirements for an exemption from the definition of target housing. *See id.*, 40 C.F.R. § 745.82.

III. VIOLATIONS

21. EPA has identified the following violations of TSCA and the RRP Rule based on information obtained during EPA’s inspection and other information received by EPA.

22. Each of the four violations alleged below is a violation for which penalties may be assessed pursuant to 15 U.S.C. § 2615.

**COUNT ONE: FAILURE TO OBTAIN FIRM CERTIFICATION BEFORE
PERFORMING RENOVATIONS**

23. Paragraphs 1 through 22 above are incorporated by reference as if fully set forth herein.

24. Pursuant to 40 C.F.R. § 745.81(a)(2)(ii), on and after April 22, 2010, no firm may perform, offer, or claim to perform renovations in target housing or child-occupied facilities without certification from EPA under 40 C.F.R. § 745.89, unless the renovation is exempt under 40 C.F.R. § 745.82. Pursuant to 40 C.F.R. § 745.89(a)(1), firms performing renovations for compensation must apply to EPA for certification to perform renovations.

25. Respondent contracted with the owners of the residences listed in Paragraph 18 above, to perform painting and renovation jobs. Respondent then performed those jobs. Respondent did not obtain initial firm certification from EPA under 40 C.F.R. § 745.89(a)(1), pursuant to 40 C.F.R. § 745.81(a)(2)(ii), prior to performing the painting and renovation jobs.

26. Thus, Respondent failed to obtain firm certification from EPA before it performed renovations or dust sampling, in violation of 40 C.F.R. § 745.81(a)(2)(ii) and 40 C.F.R. § 745.89(a)(1).

**COUNT TWO: FAILURE TO ENSURE CERTIFIED RENOVATORS PERFORM
RENOVATIONS**

27. Paragraphs 1 through 26 above are incorporated by reference as if fully set forth herein.

28. Pursuant to 40 C.F.R. § 745.81(a)(3), on or after April 22, 2010, all renovations must be directed by renovators certified in accordance with § 745.90(a) and performed by certified renovators or individuals trained in accordance with § 745.90(b)(2) in target housing or child-occupied facilities, unless the renovation qualifies for one of the exceptions identified in

§ 745.82(a) or (c). Pursuant to 40 C.F.R. § 745.89(d)(1), firms performing renovations have the responsibility to ensure that all individuals performing renovations on behalf of a firm are certified renovators in accordance with 40 C.F.R. § 745.90. Pursuant to 40 C.F.R. § 745.89(d)(2), firms performing renovations must ensure that a certified renovator is assigned to each renovation performed by the firm and discharges all the certified renovator responsibilities identified in 40 C.F.R. § 745.90.

29. Respondent did not ensure that a certified renovator performed renovations on behalf of the firm and did not assign a certified renovator to the renovations at any of the five target housing properties listed in Paragraph 18.

30. Thus, on five occasions, Respondent failed to ensure that renovations performed by the firm were performed by a certified renovator and failed to assign a certified renovator, in violation of 40 C.F.R. §§ 745.89(d)(1) and (d)(2).

COUNT THREE: FAILURE TO KEEP NECESSARY RECORDS

31. Paragraphs 1 through 30 above are incorporated by reference as if fully set forth herein.

32. Pursuant to 40 C.F.R. § 745.86(a), firms performing renovations on target housing must retain records necessary to demonstrate compliance with the RRP Rule for a period of three years following the completion of the renovations. The records that must be retained are listed in 40 C.F.R. § 745.86(b).

33. Respondent did not retain copies of the required records for its renovation activities at the five target housing properties listed in Paragraph 18 above.

34. Thus, on five occasions, Respondent failed to retain records for three years for renovations performed at target housing, in violation of 40 C.F.R. § 745.86(a).

COUNT FOUR: FAILURE TO PROVIDE *RENOVATE RIGHT* PAMPHLET

35. Paragraphs 1 through 34 above are incorporated by reference as if fully set forth herein.

36. Pursuant to 40 C.F.R. § 745.84(a), a firm performing a renovation in any residential dwelling unit of target housing must, no more than 60 days before beginning renovation activities, provide the owner or adult occupant of the unit with the *Renovate Right* or EPA-approved pamphlet and obtain a written acknowledgment that the owner and, where applicable, an adult occupant have received the pamphlet, or obtain a certificate of mailing at least seven days prior to the renovation.

37. Respondent completed renovation activities in five residential dwelling units of the target housing properties listed in Paragraph 18 above.

38. Respondent did not provide the *Renovate Right* pamphlet to the owners or adult occupants of the five units where the renovations were performed no more than 60 days before beginning the renovation activities.

39. Thus, on five occasions, Respondent failed to provide the *Renovate Right* pamphlet to the owners or adult occupants of residential dwelling units of target housing where renovations were performed, in violation of 40 C.F.R. § 745.84(a)(1) and (2).

IV. TERMS OF SETTLEMENT

40. Without admitting or denying the factual allegations in Section III of this CAFO, Respondent consents to the terms and issuance of this CAFO and agrees to the payment of the civil penalty set forth herein.

41. Respondent certifies that it is currently operating and will continue to operate in compliance with Sections 402 and 406 of TSCA, 15 U.S.C. §§ 2682, 2686, and federal

regulations promulgated under TSCA, including 40 C.F.R. Part 745, Subpart E. Specifically,

Respondent shall:

- i. Obtain firm recertification every five years and shall not perform renovations or dust sampling without having obtained such certification, in compliance with 40 C.F.R. § 745.81(a)(2)(ii) and 40 C.F.R. § 745.89(a)(1).
- ii. Ensure that all individuals performing renovation activities on behalf of the firm are certified renovators in accordance with 40 C.F.R. § 745.90 and that a certified renovator is assigned to each renovation, in compliance with 40 C.F.R. § 745.89(d)(1) and (2).
- iii. Retain all records necessary to demonstrate compliance with the RRP Rule for renovations performed on target housing for a period of three years following the renovations, in compliance with 40 C.F.R. § 745.86(a).
- iv. Provide the owner and, where applicable, the adult occupant of each residential dwelling unit of renovated target housing property with the *Renovate Right* pamphlet no more than 60 days before the renovation begins, and obtain from the owner and, where applicable, adult occupant of each renovated residential dwelling unit of target housing a written acknowledgment that the owner or adult occupant, respectively, has received the *Renovate Right* pamphlet or obtain a certificate of mailing seven days prior to the renovation, in compliance with 40 C.F.R. § 745.84(a)(1) and (2).

42. Respondent consents to the issuance of this CAFO and for the purposes of settlement to the payment of the civil penalty cited in the following Paragraph.

43. Respondent agrees to pay a civil penalty in the amount of forty thousand three

hundred thirty-nine dollars (\$40,339; the “Assessed Penalty”) within thirty (30) days after the date the Final Order ratifying this Agreement is filed with the Regional Hearing Clerk (“Filing Date”).

44. Respondent shall pay the Assessed Penalty and any interest, fees, and other charges due using any method, or combination of appropriate methods, as provided on the EPA website: <https://www.epa.gov/financial/makepayment>. For additional instructions, see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>.

45. When making a payment, Respondent shall:

- i. Identify every payment with Respondent’s name and the docket number of this Agreement, TSCA-01-2025-0055.
- ii. Concurrently with any payment or within 24 hours of any payment, Respondent shall serve proof of such payment to the following persons(s):

Wanda Santiago, Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100
Mail Code: ORC 4-6
Boston, MA 02109-3912
r1_hearing_clerk_filings@epa.gov

and

Bibeka Shrestha, Enforcement Counsel
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100
Boston, MA 02109-3912
shrestha.bibeka@epa.gov

and

U.S. Environmental Protection Agency
Cincinnati Finance Division
Via electronic mail to:
CINWD_AcctsReceivable@epa.gov

46. “Proof of payment” means, as applicable, a copy of the check, confirmation of credit card or debit card payment, or confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to EPA requirements, in the amount due, and identified with the appropriate docket number and Respondent’s name.

47. Pursuant to 15 U.S.C. § 2615, 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to timely pay any portion of the Assessed Penalty per this Agreement, the entire unpaid balance of the Assessed Penalty and all accrued interest shall become immediately due and owing, and EPA is authorized to recover the following amounts:

- i. Interest. Interest begins to accrue from the Filing Date. If the Assessed Penalty is paid in full within thirty (30) days, interest accrued is waived. If the Assessed Penalty is not paid in full within thirty (30) days, interest will continue to accrue until any unpaid portion of the Assessed Penalty as well as any interest, penalties, and other charges are paid in full. To protect the interests of the United States, the rate of interest is set at the large corporate underpayment rate established by the Internal Revenue Service (“IRS”). Any lower rate would fail to provide Respondent adequate incentive for timely payment.
- ii. Handling Charges. Respondent will be assessed monthly a charge to cover EPA’s costs of processing and handling overdue debts. If Respondent fails to pay the Assessed Penalty in accordance with this Agreement, EPA will assess a charge to cover the costs of handling any unpaid amounts for the first thirty (30) day period after the Filing Date. Additional handling charges will be

assessed every thirty (30) days, or any portion thereof, until the unpaid portion of the Assessed Penalty as well as any accrued interest, penalties, and other charges are paid in full.

- iii. Late Payment Penalty. A late payment penalty of six percent (6%) per annum, will be assessed monthly on all debts, including any unpaid portion of the Assessed Penalty, interest, penalties, and other charges, that remain delinquent more than ninety (90) days.

48. In addition to the amounts described in the prior Paragraph, if Respondent fails to timely pay any portion of the Assessed Penalty, interest, or other charges and penalties per this Agreement, EPA may take additional actions. Such actions EPA may take include, but are not limited to, the following:

- i. Refer the debt to a credit reporting agency or a collection agency, per 40 C.F.R. §§ 13.13 and 13.14.
- ii. Collect the debt by administrative offset (*i.e.*, the withholding of money payable by the United States government to, or held by the United States government for, a person to satisfy the debt the person owes the United States government), which includes, but is not limited to, referral to the IRS for offset against income tax refunds, per 40 C.F.R. Part 13, Subparts C and H.
- iii. Suspend or revoke Respondent's licenses or other privileges or suspend or disqualify Respondent from doing business with EPA or engaging in programs EPA sponsors or funds, per 40 C.F.R. § 13.17.
- iv. Per 15 U.S.C. § 2615(a), the Attorney General will bring a civil action in the appropriate district court to recover the full remaining balance of the debt plus

interest. In such an action, the validity, amount, and appropriateness of the Assessed Penalty shall not be subject to review.

49. Pursuant to 31 C.F.R. § 901.9(f) and 40 C.F.R. § 13.11(d), a partial payment of debt will be applied first to outstanding handling charges, second to late penalty charges, third to accrued interest, and last to the principal that is the outstanding Assessed Penalty amount.

50. The civil penalty due, and any interest, non-payment penalties or charges that arise pursuant to this CAFO shall represent penalties assessed by EPA and shall not be deductible for purposes of federal taxes. Accordingly, Respondent agrees to treat all payments made pursuant to this CAFO as penalties within the meaning of Section 1.162-21 of the Internal Revenue Code, 26 U.S.C. § 1.162-21, and further agrees not to use these payments in any way as, or in furtherance of, a tax deduction under federal, state, or local law.

51. Respondent admits that Complainant has jurisdiction over the subject matter alleged in this CAFO and that this CAFO states claims upon which relief may be granted against Respondent. Respondent waives any defenses it might have as to jurisdiction and venue.

52. Respondent waives its right to a judicial or administrative hearing on any issue of law or fact set forth in this CAFO and waives its right to appeal the Final Order.

53. By signing this consent agreement, Respondent waives any rights or defenses that Respondent has or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial, and waives any right to challenge the lawfulness of the final order accompanying the consent agreement.

54. The provisions of this CAFO shall be binding on Respondent and Respondent's successors and assigns.

55. This CAFO constitutes a settlement by EPA of all claims for civil penalties

pursuant to TSCA for the violations alleged in Section III of this CAFO. Compliance with this CAFO shall not be a defense to any actions subsequently commenced pursuant to federal laws and regulations administered by EPA, and it is the responsibility of Respondent to comply with such laws and regulations. This CAFO in no way relieves Respondent or its employees of any criminal liability. Nothing in this CAFO shall be construed to limit the authority of the United States to undertake any action against Respondent in response to conditions which may present an imminent and substantial endangerment to the public.

56. This CAFO shall not relieve Respondent of its obligation to comply with all applicable provisions of federal, state, or local law, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit.

57. Each undersigned representative of the parties to this CAFO certifies that the representative is fully authorized by the party represented to enter into the terms and conditions of this CAFO and to sign and legally bind that party to it.

58. By signing this CAFO, Respondent certifies that the information it has supplied concerning this matter, including financial information, was at the time of submission true, accurate, and complete for each such submission, response, and statement. Respondent acknowledges that there are significant penalties for submitting false or misleading information, including the possibility of fines and imprisonment for knowing submission of such information, under 18 U.S.C. § 1001.


59. The parties agree that Respondent and EPA may execute this CAFO by electronic signature. EPA and Respondent acknowledge that electronic signatures carry the legal effect, validity, and enforceability of handwritten signatures. Therefore, the Parties shall not deny the legal effect, validity, or enforceability of records containing electronic signatures that they

transmit and receive on the ground that such records, including the signature(s), are in electronic form. EPA has provided Respondent with a copy of the EPA Region 1 Regional Judicial Officer's Authorization of EPA Region 1 Part 22 Electronic Filing System for Electronic Filing and Service of Documents Standing order, dated June 19, 2020. Electronic signatures shall comply with, and be maintained in accordance with, that Order. Respondent further consents to accept electronic service of the full executed CAFO, by electronic mail, to the following address: Precisionmgmt1@gmail.com.

60. Respondent understands that this email address may be made public when the CAFO and Certificate of Service are filed and uploaded to a searchable database.

61. Each Party shall bear its own costs and attorneys' fees in connection with the action resolved by this CAFO. Respondent specifically waives any right to recover such costs from EPA pursuant to the Equal Access to Justice Act, 5 U.S.C. § 504, or other applicable law.

62. The terms, conditions, and compliance requirements of this CAFO may not be modified or amended except upon the written agreement of the Parties and approval of the Regional Judicial Officer.



Joseph Calvanese, Owner
Precision Property Management LLC

Date: 3/3/25



William Dziedzic, Owner
Precision Property Management LLC

Date: 3/3/05

For Complainant:

James Chow, Director
Enforcement and Compliance Assurance Division
U.S. EPA, Region 1

Dated via electronic signature

FINAL ORDER

Pursuant to 40 C.F.R. §§ 22.18(b) and (c) of the EPA's Consolidated Rules of Practice, the attached Consent Agreement resolving this matter is incorporated by reference into this Final Order and is hereby ratified. Respondent, Precision Property Management LLC, is ORDERED to comply with all terms of the Consent Agreement, which shall become effective on the date it is filed with the Regional Hearing Clerk.

Dated via electronic signature

LeAnn W. Jensen,
Regional Judicial Officer
U.S. EPA, Region 1