

EPA ENFORCEMENT ACCOUNTS RECEIVABLE CONTROL NUMBER FORM FOR ADMINISTRATIVE ACTIONS

This form was originated by Wanda L. Santiago for

Kathleen Woodward
Name of Case Attorney

9/30/15
Date

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

Case Docket Number TSCA-01-2015-0042

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:

JPAAC Chen Services, LLC
258-02 Pembroke Ave.
Great Neck, NY 11020

Total Dollar Amount of Receivable \$ 4,700 Due Date: 10/30/15

SEP due? Yes No Date Due 9/30/2017

Installment Method (if applicable)

INSTALLMENTS OF:

1st \$ _____ on _____

2nd \$ _____ on _____

3rd \$ _____ on _____

4th \$ _____ on _____

5th \$ _____ on _____

For RHC Tracking Purposes:

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

TO BE FILLED OUT BY LOCAL FINANCIAL MANAGEMENT OFFICE:

IFMS Accounts Receivable Control Number _____

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

Phone Number _____



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



September 30, 2015

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

BY HAND

Re: *In re: JPAA Chen Services, L.L.C.*
Docket No. TSCA-01-2015-0042

Dear Ms. Santiago:

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

Thank you for your attention to this matter.

Sincerely,

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

Kathleen E. Woodward
Senior Enforcement Counsel

Enclosure

cc: Benjamin Trachten, Esq.

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1
BEFORE THE ADMINISTRATOR**

In the Matter of:)

JPAA Chen Services, L.L.C.)
258-02 Pembroke Ave.)
Great Neck, NY 11020)

Respondent.)
_____)

Docket No. TSCA-01-2015-0042

CONSENT AGREEMENT AND FINAL ORDER

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

I. PRELIMINARY STATEMENT

1. EPA initiated this proceeding against Respondent pursuant to Section 16 of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. § 2615, by filing an Administrative Complaint Docket No. TSCA-01-2015-0042 (“Complaint”).

2. The Complaint alleges that Respondent violated Section 409 of TSCA, 15 U.S.C. § 2689, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (“the Act”), 42 U.S.C. § 4851 *et seq.*, and the federal regulations promulgated thereunder, entitled “Disclosure

RECEIVED

SEP 30 2015

EPA ORC *WS*
Office of Regional Hearing Clerk

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

3. The provisions of this CAFO shall apply to and be binding on the Complainant and the Respondent, its officers, directors, successors and assigns.

4. Respondent stipulates that EPA has jurisdiction over the subject matter alleged in the Complaint and that the Complaint states a claim upon which relief can be granted against Respondent. Respondent waives any defenses it might have as to jurisdiction and venue and, without admitting or denying the factual and legal allegations contained in the Complaint, consents to the terms of this CAFO.

5. Respondent hereby waives its rights to a judicial or administrative hearing on any issue of law or fact set forth in the Complaint and waives its rights to appeal the Final Order.

II. TERMS OF SETTLEMENT

6. Respondent hereby certifies that it is currently operating and will operate its business in compliance with Section 409 of TSCA, 15 U.S.C. § 2689, the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4851 *et seq.*, and 40 C.F.R. Part 745, Subpart F.

Penalty

7. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and taking into account the nature, circumstances, extent, and gravity of the violations, Respondent’s cooperative attitude, the economic impact of the penalty upon the Respondent, and such other matters as justice may require, EPA has determined that an appropriate civil penalty to settle this action is in the amount

of four thousand seven hundred dollars (\$4,700.00) in addition to the performance of a Supplemental Environmental Project (“SEP”).

8. Without admitting or denying the factual allegations contained in the Complaint, Respondent consents to the issuance of this CAFO and consents to the payment of a civil penalty of \$4,700.00, which shall be due within 30 calendar days of the effective date of this CAFO.

9. Respondent shall make payment by cashier’s or certified check, or check issued in the normal course of business operations, payable to the order of the “Treasurer, United States of America,” and referencing the EPA Docket Number of this action (TSCA-01-2015-0042), to the following address:

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

Respondent shall provide copies of the check to:

Wanda Santiago, Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100
Mail Code ORA18-1
Boston, MA 02109-3912

and

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

Supplemental Environmental Project ("SEP")

10. Respondent shall satisfactorily complete a lead-based paint abatement SEP consisting of lead abatement work at target housing owned by Respondent that includes the removal of components containing lead-based paint and/or lead-based paint hazards, as further described in Attachment 1. The purpose of the SEP is to prevent pollution and to mitigate hazards associated with lead-based paint. The parties agree that this SEP is intended to secure significant environmental and public health protection benefits.

11. Respondent shall complete the SEP according to the requirements and schedule set forth in Attachment 1, which is incorporated herein by reference and is enforceable by this CAFO. The SEP is expected to cost approximately forty-two thousand three hundred dollars (\$42,300.00). "Satisfactory completion" of the SEP shall mean: (a) implementing the SEP by removing and replacing windows; replacing trim molding around doorways; replacing the front porch including railings and deck; repair and painting of rear porch canopy and steps; and other work specified in Attachment 1 at 145-147 Blatchley Ave., New Haven, Connecticut, in accordance with this CAFO and the SOW; (b) spending approximately \$42,300 in documented, eligible SEP costs for purposes of carrying out the SEP in accordance with this CAFO and the SOW; and (c) completing the SEP by September 30, 2017.

12. **SEP Reports.**

(a) Semi-Annual SEP Reports. Respondent shall submit written Semi-Annual SEP Reports to EPA no later than the 21st day of the month following each 6-month period after the effective date of this CAFO. Respondent shall continue to submit such written Semi-Annual SEP Reports to EPA for at least four full 6-month reporting periods after the effective date of this CAFO or, if earlier, until the SEP has been completed and a written SEP Completion Report has been submitted to EPA. Each Semi-Annual Report shall outline the work completed as well as any funds spent during the applicable reporting period. For each reporting period, as applicable, each Semi-Annual Report shall include copies of all invoices documenting any funds spent towards completion of the SEP. The final Semi-Annual Report may include, or be submitted with, the SEP Completion Report.

(b) SEP Completion Report. Respondent shall submit a SEP Completion Report within 30 days of completion of the SEP. The SEP Completion Report shall contain detailed information regarding the activities described in Attachment 1, including, but not limited to: (i) a detailed description of the SEP as implemented; (ii) a list of itemized costs for implementing the SEP; (iii) a certification by Respondent that the SEP has been fully implemented pursuant to the provisions of this CAFO in accordance with Attachment 1; and (iv) a description of the environmental and public health benefits resulting from implementation of the SEP.

13. Respondent agrees that failure to submit the report required by Paragraph 12 shall be deemed a violation of this CAFO, and Respondent shall become liable for stipulated penalties pursuant to Paragraph 16 below.

14. Respondent shall submit all notices, submissions, and reports required by this CAFO to Kathleen Woodward by e-mail at Woodward.kathleen@epa.gov, to Molly Magoon by e-mail at magoon.molly@epa.gov, and by First Class mail or any other commercial delivery service to EPA at the addresses set forth below:

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

and

Molly Magoon, Environmental Protection Specialist
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100
Mail Code OES05-4
Boston, MA 02109-3912

15. After receipt of the SEP Completion Report, EPA will notify Respondent in writing:

- a. That EPA concludes that the SEP has been completed satisfactorily;
- b. That EPA has determined that the SEP 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 16. If EPA notifies Respondent pursuant to subparagraph (b) above that the SEP itself or the SEP Completion Report does not comply with the requirements of this CAFO, Respondent

shall make such corrections to the SEP and/or modify the SEP Completion Report in accordance with the schedule specified by EPA. If EPA notifies Respondent that the SEP itself does not comply with the requirements of this CAFO, Respondent shall pay stipulated penalties to EPA in accordance with Paragraph 16.

16. Stipulated Penalties.

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

i. Except as provided in subparagraph (ii) below, for a SEP which has not been completed satisfactorily pursuant to this CAFO, Respondent shall pay a stipulated penalty to the United States of fifty-two thousand eight hundred and seventy-five dollars (\$52,875.00) plus interest from the effective date of the CAFO.

ii. If the SEP is not completed in accordance with this CAFO, but EPA determines that the Respondent: (a) made good faith and timely efforts to complete the SEP; and (b) certifies, with supporting documentation, that 100 percent of the amount of money which was required to be spent was expended on the SEP, Respondent shall not be liable for any stipulated penalty.

iii. In the event that Respondent completes the SEP in accordance with Attachment 1 but the total expenditure for the SEP is less than forty-two thousand three hundred dollars (\$42,300), Respondent shall pay a stipulated penalty to the

United States in the amount equal to the difference between \$42,300.00 and the actual amount spent on the SEP, plus interest from the effective date of the CAFO.

iv. For failure to submit either a SEP Semi-Annual Report or the SEP Completion Report, Respondent shall pay a stipulated penalty in the amount of \$100 for each day it is late until the Report is submitted.

b. The determinations of whether the SEP has been satisfactorily completed and whether the Respondent has made a good faith, timely effort to implement the SEP shall be in the sole discretion of EPA.

c. 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.

d. Respondent shall pay stipulated penalties not more than fifteen (15) days after receipt of written demand by EPA for such penalties. The method of payment shall be in accordance with the provisions of Paragraph 9. Interest and late charges shall be paid as stated in Paragraph 20.

17. Respondent hereby certifies as follows:

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

b. it is not a party to any open federal financial assistance transaction that is funding or could fund the same activity as the SEP described in Paragraph 10. To the best of Respondent's knowledge and belief after reasonable inquiry, there is no such open federal financial assistance transaction that is funding or could be used to fund the same activity as the SEP. For the purposes of this certification, the term "open federal financial assistance transaction" refers to a grant, cooperative agreement, federal loan, or federally-guaranteed loan or other mechanism for providing federal financial assistance whose performance has not yet expired.

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

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

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

f. all cost information provided to EPA in connection with EPA's approval of the SEP is complete and accurate and that Respondent in good faith estimates that the cost to implement the SEP is at least \$42,300.

18. Respondent agrees that any public statement, oral or written, in print, film, or other media, made by Respondent making reference to the SEP shall include the following language: "This project was undertaken in connection with the settlement of an enforcement

action taken by the U.S. Environmental Protection Agency for violations of the Toxic Substances Control Act.”

19. In all documents or reports, including, without limitation, any SEP reports, submitted to EPA pursuant to this Consent Agreement, Respondent shall, by its owners, 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.

General Provisions

20. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and 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 cost of processing and handling a delinquent claim. In the event that the civil penalty is not paid when due, the penalty shall be payable, plus accrued interest, without demand. 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. In addition, a penalty charge of six (6) percent per year 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).

21. All penalties, interest, and charges payable pursuant to this CAFO shall represent civil penalties assessed by EPA and shall not be deductible for purposes of federal taxes. Respondent also certifies that it has not and will not deduct any SEP costs in calculating federal and state income taxes. Additionally, Respondent certifies that it has not and will not use SEP costs to obtain state tax credits for lead-abatement work.

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

23. This CAFO constitutes a settlement by EPA of all claims for civil penalties pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, for the violations alleged in the Complaint, contingent on Respondent's full compliance with the terms 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.

24. This CAFO in no way relieves Respondent or its employees of any criminal liability. Nothing in the CAFO shall be construed to limit the authority of the United States to undertake any action against Respondent in response to conditions that may present an imminent and substantial endangerment to the public health, welfare, or the environment. Nothing in this CAFO shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondent's violation of this CAFO or Respondent's violation of the statutes and regulations upon which this agreement is based, or for Respondent's violation of applicable provision of law.

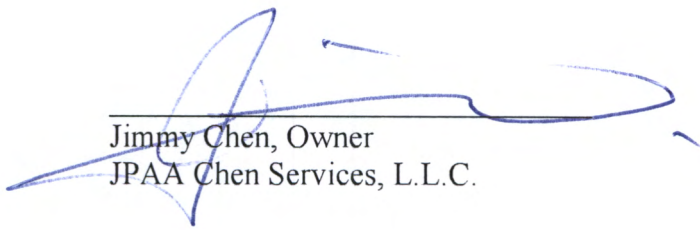
25. The terms, conditions, and requirements of this CAFO may not be modified without the written agreement of both parties and approval of the Regional Judicial Officer, except that the Regional Judicial Officer need not approve written agreements modifying the compliance or SEP schedules described in paragraphs 10 through 19 and Attachment 1.

26. Each undersigned representative of the parties to this CAFO certifies that he or she is fully authorized by the party represented to enter into the terms and conditions of this Consent Agreement and to execute and legally bind that party to it.

27. This CAFO does not constitute a waiver, suspension, or modification of the requirements of TSCA, 15 U.S.C. § 2601 *et seq.*, or any regulations promulgated thereunder.


28. 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.

For Respondent:


Jimmy Chen, Owner
JPAA Chen Services, L.L.C.

9/28/15
Date

For Complainant:

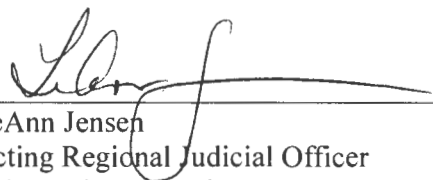

Joanna Jerison
Legal Enforcement Manager
Office of Environmental Stewardship
U.S. Environmental Protection Agency
Region I

9/29/15
Date

III. FINAL ORDER

The foregoing Consent Agreement is hereby approved and incorporated by reference into this Final Order. The Respondent is hereby ordered to comply with the terms of the above Consent Agreement, effective on the date it is filed with the Regional Hearing Clerk.

Date: September 29, 2015



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

Attachment 1

Supplemental Environmental Project Scope of Work

In the Matter of JPAA Chen Services, L.L.C.
Docket Number TSCA-01-2015-0042

1. **Description of Project:** By September 30, 2017, JPAA Chen Services, L.L.C. ("Respondent") is expected to spend approximately \$42,300 performing lead abatement at target housing owned by Respondent located at 145-147 Blatchley Ave., New Haven, CT 06513. The SEP will abate components containing lead-based paint and/or lead-based paint hazards from target housing in compliance with applicable lead paint abatement regulations. The SEP will consist of: XRF testing of all components that are to be abated as part of the SEP for concentrations of lead in paint at 145-147 Blatchley Ave., New Haven, CT and lead abatement work including:

- Replacing 36 windows including interior and exterior trim;
- Replacing a front porch (6'x12') including railing;
- Repairing and painting the porch canopy and repairing steps;
- Boxing in top overhang around the entire house and installing soffit and aluminum flashing
- Removing existing first and second floor trim molding and installing new trim molding around doorways and floor trim; and
- Repairing the garage and installing siding, soffit and aluminum flashing.

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:** Respondent shall complete the SEP on the following schedule:

- a. At least seven (7) days prior to commencement of any lead abatement work, Respondent shall provide to EPA copies of licenses or certifications required by CT Lead Abatement Requirements for all individuals and/or firms that will conduct lead abatement in fulfillment of SEP requirements;
- b. Respondent shall complete the SEP by September 30, 2017.
- c. **Semi-Annual SEP Reports.** Respondent shall submit written Semi-Annual SEP Reports to EPA no later than the 21st day of the month following each 6-month period after the effective date of this CAFO. Respondent shall

continue to submit such written Semi-Annual SEP Reports to EPA for at least four full 6-month reporting periods after the effective date of this CAFO or, if earlier, until the SEP has been completed and a written SEP Completion Report has been submitted to EPA.

- d. SEP Completion Report. Within 30 days of completing the SEP, Respondent shall submit a SEP Completion Report, containing the information specified below.

4. **Semi-Annual SEP Reports**: Each Semi-Annual Report shall outline the work completed as well as any funds spent during the applicable reporting period. For each reporting period, as applicable, each Semi-Annual Report shall include copies of all Annual Report shall also include copies of any testing results receiving during the reporting period. The invoices documenting any funds spent towards completion of the SEP. The final Semi-Annual Report may include, or be submitted with, the SEP Completion Report.

5. **SEP Completion Report**: The SEP Completion Report required by Paragraph 3(b) above and Paragraph 12 of the CAFO shall contain the following information:

- a. Description of abatement work completed, including representative photographs showing **before and after photographs** of all SEP work performed;
- b. Copies of all inspection and clearance sampling reports, providing inspection and clearance sampling locations, inspection and clearance sampling results, and documentation of analytical quality assurance/quality control;
- c. Itemized costs of goods and services used to complete the abatement work, documented by copies of invoices, purchase orders, or cancelled checks that specifically identify and itemize the individual costs of the goods and services;
- d. Itemized costs of services used to complete any lead inspections or clearance sampling, documented by copies of invoices or cancelled checks that specifically identify and itemize the costs of the services;
- e. Documentation that the lead abatement contractor who performed the SEP and clearance sampling is authorized to perform such work in accordance with CT Lead Abatement Requirements, including copies of appropriate individual and firm licenses or certifications;

- f. Certification that Respondent has completed the SEP in compliance with the CAFO;
 - g. A statement that Respondent has not and will not seek rebates for the window purchases pursuant to any federal, state, or local agency's or utility's energy-efficiency program;
6. The completion of the SEP discussed in this Scope of Work shall not relieve Respondent of its obligations to comply with all applicable provisions of federal, state, or local law.

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION I**

In the Matter of:)	
)	
JPAA Chen Services, L.L.C.)	Docket No. TSCA-01-2015-0042
)	
Respondent)	
)	

CERTIFICATE OF SERVICE

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

Original and One Copy,
Hand Delivered:

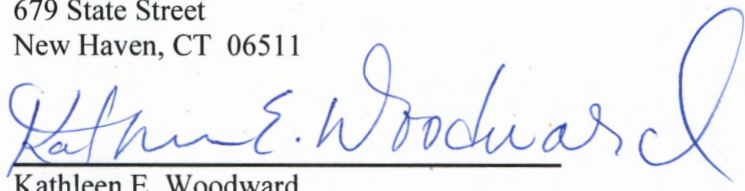
Wanda Santiago
Regional Hearing Clerk (Mail Code ORA 18-1)
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100
Boston, MA 02109-3912

Copy, Certified Mail, Return
Return Receipt Requested

Jimmy Chen, Owner
JPAA Chen Services, L.L.C.
258-02 Pembroke Ave.
Great Neck, NY 11020

Benjamin Trachten
Trachten Law Firm, L.L.C.
679 State Street
New Haven, CT 06511

Dated: Sept. 30, 2015



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