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U.S. EPA REGION 1
HEARING CLERK

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1 – NEW ENGLAND

In the Matter of:

Spinnaker Real Estate Partners, LLC;
Brim and Crown, LLC; Sono TOD, LLC;
BHV I Owner, LLC; and Maritime
Properties Corp.
1 N. Water Street, Suite 100
Norwalk, CT 06854

EPA Docket No.
TSCA-01-2025-0019

CONSENT AGREEMENT
and
FINAL ORDER

Respondents

*Proceeding under Section 16(a) of the
Toxic Substances Control Act,
42 U.S.C. § 2615(a).*

CONSENT AGREEMENT AND FINAL ORDER

Complainant, the U.S. Environmental Protection Agency (“EPA”), pursuant to Section 16(a) of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. § 2615(a), alleges that Respondents, Spinnaker Real Estate Partners, LLC; Sono Tod, LLC; Brim and Crown, LLC; Maritime Properties Corp; and BHV I Owner, LLC, violated Section 409 of TSCA, 15 U.S.C. § 2689, the Residential Lead-Based Paint Hazard Reduction Act (the “Act”), 42 U.S.C. § 4851 *et seq.*, and federal regulations promulgated pursuant to the Act, set forth at 40 C.F.R. Part 745, Subpart F.

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 Respondents (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 Act in response to findings that low-level lead poisoning was widespread among American children, that pre-1980 American housing stock contains more than three million tons of lead in the form of lead-based paint, and that the ingestion of lead from deteriorated or abraded lead-based paint is the most common cause of lead poisoning in children.

2. In 1996, EPA promulgated regulations to implement Section 1018 of the Act (*Disclosure of Information Concerning Lead upon Transfer of Residential Property*), 42 U.S.C. § 4852d. The regulations under Section 1018 of the Act are set forth at 40 C.F.R. Part 745, Subpart F (the “Disclosure Rule”).

3. The Disclosure Rule, in pertinent part, requires lessors of target housing to do the following before a lessee is obligated under a lease contract:

- a. Ensure that the contract to lease includes a Lead Warning Statement;
- b. Ensure that the contract to lease includes a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards, or indicating no knowledge thereof;
- c. Ensure that the contract to lease includes a list of available records or reports pertaining to lead-based paint and/or lead-based paint hazards, or, otherwise, indicates no such records or reports are available; and
- d. Provide to lessees an EPA-approved lead hazard information pamphlet.

See 40 C.F.R. §§ 745.113(b)(1)–(b)(3), 107(a)(1).

4. Pursuant to Section 1018(b)(5) of the Act, 42 U.S.C. § 4852d(b)(5), and 40 C.F.R. § 745.118(e), failure to comply with any requirement of the Disclosure Rule is a violation of Section 409 of TSCA, 15 U.S.C. § 2689. Section 1018(b)(5) of the Act also provides that, for each such violation of Section 409 of TSCA, specific civil penalties apply under Section 16 of TSCA.

5. Pursuant to 40 C.F.R. § 745.103, the housing stock addressed by the Disclosure Rule as “target housing” is defined as 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 six years of age resides in or is expected to reside in such housing).

6. Pursuant to Section 401(14) of TSCA, 15 U.S.C. § 2681(14), and 40 C.F.R. § 745.103, the term “residential dwelling” means either a single-family dwelling, including attached structures such as porches and stoops, or a single-family dwelling unit in a structure that contains more than one separate residential dwelling unit, and in which each such unit is used or occupied, or intended to be used or occupied, in whole or in part, as the residence of one or more persons.

7. Section 16(a)(1) of TSCA, 15 U.S.C. § 2615(a)(1), provides that any person who violates a provision of Section 15 or 409 of TSCA shall be liable to the United States for a civil penalty.

8. Section 16(a) of TSCA, Section 1018(b)(5) of the Act, and 40 C.F.R. § 745.118(f) authorize the assessment of a civil penalty of \$10,000 per violation of the Disclosure Rule. Pursuant to the Debt Collection Improvement Act of 1996, 31 U.S.C. § 3701 (“Debt Collection Improvement Act”), 40 C.F.R. Part 19 and the 2015 Federal Civil Penalties Inflation Adjustment Act Improvements Act, 28 U.S.C. § 2461, each violation that occurred after November 2, 2015,

and for which a penalty is assessed on or after January 8, 2025, is subject to a penalty of up to \$22,263. *See* 90 Fed. Reg. 1,375 at 1,378 (January 8, 2025).

II. GENERAL ALLEGATIONS

9. Respondent, Spinnaker Real Estate Partners, LLC (“Spinnaker”), is a limited liability company organized under the laws of the State of Connecticut with an office located at 1 North Water Street #100, Norwalk, Connecticut. Respondent Spinnaker manages and offers for lease residential properties in and around Norwalk, Connecticut. Respondents Brim and Crown, LLC; Sono TOD, LLC; BHV I Owner, LLC; and Maritime Properties Corp., are Spinnaker affiliate companies and each, respectively, owns a residential property subject to this action. Spinnaker and its affiliates offer for lease approximately 500 residential units, of which 237 units are target housing.

10. Respondent Spinnaker manages and offers for lease four apartment buildings containing target housing that are owned by the other four Respondents, as follows:

- a. Brim and Crown, located at 230 East Avenue, Norwalk, Connecticut, owned by Brim and Crown, LLC;
- b. Shirt Factory, located at 11 Chestnut Street, Norwalk, Connecticut, owned by Sono TOD, LLC;
- c. Harrel Security Wheeler (HSW), located at 1115 Main Street, Bridgeport, Connecticut, owned by BHV I Owner, LLC; and
- d. Corset Factory, located at 21 Ann Street, Norwalk, Connecticut, owned by Maritime Properties Corp.

11. At all times relevant to the allegations in this CAFO, Respondents Spinnaker and Brim and Crown, LLC offered for lease the following residential units at Brim and Crown, 230 East Avenue, Norwalk, Connecticut:

- a. On April 4, 2023, tenants entered into a lease to rent #B-203;
- b. On September 22, 2022, a tenant entered into a lease to rent #B-208;
- c. On April 17, 2023, a tenant entered into a lease to rent #B-305; and
- d. On December 16, 2022, a tenant entered into a lease to rent #B-307.

12. At all times relevant to the allegations in this CAFO, Respondents Spinnaker and Sono TOD, LLC offered for lease the following residential units at Shirt Factory, 11 Chestnut Street, Norwalk, Connecticut:

- a. On April 12, 2022, tenants entered into a lease to rent #201;
- b. On August 16, 2021, a tenant entered into a lease to rent #202;
- c. On April 22, 2021, tenants entered into a lease to rent #203; and
- d. On September 27, 2022, a tenant entered into a lease to rent #205.

13. At all times relevant to the allegations in this CAFO, Respondents Spinnaker and BHV I Owner, LLC offered for lease the following residential units at HSW, 1115 Main Street, Bridgeport, Connecticut:

- a. On August 24, 2022, a tenant entered into a lease to rent #203;
- b. On May 27, 2023, a tenant entered into a lease to rent #211;
- c. On January 27, 2023, tenants entered into a lease to rent #807; and
- d. On March 20, 2023, a tenant entered into a lease to rent #303.

14. At all times relevant to the allegations in this CAFO, Respondents Spinnaker and Maritime Properties Corp. offered for lease the following residential units at Corset Factory, 21 Ann Street, Norwalk, Connecticut:

- a. On September 15, 2022, a tenant entered into a lease to rent #A45;
- b. On September 14, 2022, a tenant entered into a lease to rent #B21;
- c. On June 30, 2022, tenants entered into a lease to rent #C22; and
- d. On April 10, 2023, a tenant entered into a lease to rent #C23.

15. The apartment units listed in Paragraphs 11 through 14 above were, at the time of the violations alleged in this CAFO, “target housing,” as defined in 40 C.F.R. § 745.103. Furthermore, the apartment units did not satisfy the requirements for an exemption under the provisions of the Act, TSCA (including 15 U.S.C. § 2681(17)), or the Disclosure Rule (including 40 C.F.R. § 745.101).

16. At all times relevant to the allegations in this CAFO, Spinnaker is and was a “lessor” as defined in 40 C.F.R. § 745.103.

17. At all times relevant to the allegations in this CAFO, Brim and Crown, LLC, as the owner of Brim and Crown, is and was an “owner” and “lessor” of the residential units listed in Paragraph 11 as those terms are defined in 40 C.F.R. § 745.103.

18. At all times relevant to the allegations in this CAFO, Sono TOD, LLC, as the owner of the Shirt Factory, is and was an “owner” and “lessor” of the residential units listed in Paragraph 12 as those terms are defined in 40 C.F.R. § 745.103.

19. At all times relevant to the allegations in this CAFO, BHV I Owner, LLC, as the owner of HSW, is and was an “owner” and “lessor” of the residential units listed in Paragraph 13 as those terms are defined in 40 C.F.R. § 745.103.

20. At all times relevant to the allegations in this CAFO, Maritime Properties Corp., as the owner of the Corset Factory, is and was an “owner” and “lessor” of the residential units listed in Paragraph 14 as those terms are defined in 40 C.F.R. § 745.103.

21. On June 14, 2023, authorized representatives of EPA conducted an inspection to determine Respondents’ compliance with the Disclosure Rule. Based upon EPA’s review of information and documents obtained from the Respondents, EPA has identified the violations of TSCA, the Act, and the Disclosure Rule described below.

III. VIOLATIONS

22. Each of the below-referenced violations alleged in this CAFO is a prohibited act under TSCA Section 409, 15 U.S.C. § 2689 and 40 C.F.R. § 745.118(e), and each is a violation for which penalties may be assessed pursuant to Section 16 of TSCA, 15 U.S.C. § 2615.

Count One

Failure to Include, as an Attachment or Within the Contract to Lease Target Housing, the Lead Warning Statement

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

24. Pursuant to 40 C.F.R. § 745.113(b)(1), each contract to lease target housing shall include, as an attachment or within the contract, a lead warning statement. The lead warning statement must include the following language:

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

25. Respondents Spinnaker and Brim and Crown, LLC did not include a Lead

Warning Statement attached to or within the contracts to lease target housing for the units listed in Paragraph 11.

26. Respondents Spinnaker and Sono TOD, LLC did not include a Lead Warning Statement attached to or within the contracts to lease target housing for the units listed in Paragraph 12.

27. Respondents Spinnaker and BHV I Owner, LLC did not include a Lead Warning Statement attached to or within the contracts to lease target housing for the units listed in Paragraph 13.

28. Respondents Spinnaker and Maritime Properties Corp. did not include a Lead Warning Statement attached to or within the contracts to lease target housing for the units listed in Paragraph 14.

29. Respondents' failure to include the Lead Warning Statement as an attachment to or included in the contracts to lease target housing, as set forth in Paragraphs 25 through 28 above, violated 40 C.F.R. § 745.113(b)(1), and TSCA Section 409.

Count Two

Failure to Include, as an Attachment or Within the Contract to Lease Target Housing, a Statement by the Lessor Disclosing the Presence of Known Lead-Based Paint and/or Lead-Based Paint Hazards or Indicating no Knowledge of the Presence of Lead-Based Paint Hazards

30. Paragraphs 1 through 29 above are incorporated by reference as if fully set forth herein.

31. Pursuant to 40 C.F.R. § 754.113(b)(2), each contract to lease target housing shall include, as an attachment or within the contract, a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards. The lessor shall also disclose any additional information available concerning the known lead-based

paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.

32. Respondents Spinnaker and Brim and Crown, LLC did not include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards, or indicate no knowledge of the presence of lead-based paint hazards attached to or within the contracts to lease target housing for the units listed in Paragraph 11.

33. Respondents Spinnaker and Sono TOD, LLC did not include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards, or indicate no knowledge of the presence of lead-based paint hazards attached to or within the contracts to lease target housing for the units listed in Paragraph 12.

34. Respondents Spinnaker and BHV Owner I, LLC did not include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards, or indicate no knowledge of the presence of lead-based paint hazards attached to or within the contracts to lease target housing for the units listed in Paragraph 13.

35. Respondents Spinnaker and Maritime Properties Corp. did not include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards, or indicate no knowledge of the presence of lead-based paint hazards attached to or within the contracts to lease target housing for the units listed in Paragraph 14.

36. Respondents' failure to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards, or an indication of no knowledge of such lead-based paint and/or lead-based paint hazards, attached to or included in the contracts to lease target housing, as set forth in Paragraphs 32 through 35 above, violated 40 C.F.R. § 745.113(b)(2), and

TSCA Section 409.

Count Three

Failure to Include, as an Attachment or Within a Contract to Lease Target Housing, a List of Any Records or Reports Available to the Lessor that Pertain to the Presence of Any Known Lead-Based Paint and/or Lead-Based Paint Hazards in the Target Housing or to Indicate that No Such Records are Available

37. Paragraphs 1 through 36 above are incorporated by reference as if fully set forth herein.

38. Pursuant to 40 C.F.R. § 745.113(b)(3), each contract to lease target housing must include, either as an attachment or within the lease contract, a list of any records or reports available to the lessor pertaining to the presence of any known-lead based paint and/or lead-based paint hazards in the target housing being leased, or an indication that no such records are available.

39. Respondents Spinnaker and Brim and Crown, LLC did not include, attached to or within the lease contracts for the units listed in Paragraph 11, a list of the available records or reports pertaining to lead-based paint and/or lead-based paint hazards, or an indication that no such records are available.

40. Respondents Spinnaker and Sono TOD, LLC did not include, attached to or within the lease contracts for the units listed in Paragraph 12, a list of the available records or reports pertaining to lead-based paint and/or lead-based paint hazards, or an indication that no such records are available.

41. Respondents Spinnaker and BHV Owner I, LLC did not include, attached to or within the lease contracts for the units listed in Paragraph 13, a list of the available records or reports pertaining to lead-based paint and/or lead-based paint hazards, or an indication that no such records are available.

42. Respondents Spinnaker and Maritime Properties Corp. did not include, attached to or within the lease contracts for the units listed in Paragraph 14, a list of the available records or reports pertaining to lead-based paint and/or lead-based paint hazards, or an indication that no such records are available.

43. Respondents' failure to include a list of records or reports pertaining to lead-based paint and/or lead-based paint hazards within or attached to the lease contract, or an indication that no such records are available, as set forth in Paragraphs 39 through 42 above, violated 40 C.F.R. § 745.113(b)(3), and TSCA Section 409.

Count Four

Failure to Provide Lessee EPA-Approved Lead Hazard Information/Pamphlet

44. Paragraphs 1 through 43 above are incorporated by reference as if fully set forth herein.

45. Pursuant to 40 C.F.R. § 745.107(a)(1), the lessor shall provide to the lessee, prior to a lessee becoming obligated to lease target housing, an EPA-approved lead hazard information pamphlet. Such pamphlets include the EPA document entitled *Protect Your Family from Lead in Your Home* (EPA #747-K-94-001) or an equivalent pamphlet that has been approved for use in that State by EPA.

46. Respondents Spinnaker and Brim and Crown, LLC failed to provide EPA-approved lead hazard information pamphlets to all the lessees listed in Paragraph 11 prior to those lessees becoming obligated under the listed contracts to lease target housing.

47. Respondents Spinnaker and Sono TOD, LLC failed to provide EPA-approved lead hazard information pamphlets to all the lessees listed in Paragraph 12 prior to those lessees becoming obligated under the listed contracts to lease target housing.

48. Respondents Spinnaker and BHV Owner I, LLC failed to provide EPA-approved

lead hazard information pamphlets to all the lessees listed in Paragraph 13 prior to those lessees becoming obligated under the listed contracts to lease target housing.

49. Respondents Spinnaker and Maritime Properties Corp. failed to provide EPA-approved lead hazard information pamphlets to all of the lessees listed in Paragraph 14 prior to those lessees becoming obligated under the listed contracts to lease target housing.

50. Respondents' failure to provide EPA-approved lead hazard information pamphlets to the lessees of target housing listed in Paragraphs 11 through 14, prior to those lessees becoming obligated under contracts to lease target housing, violated 40 C.F.R. § 745.107(a)(1), and TSCA Section 409.

IV. TERMS OF SETTLEMENT

51. This CAFO shall apply to and be binding upon Respondents, their successors, and their assigns.

52. Respondents stipulate that EPA has jurisdiction over the subject matter alleged herein and that the CAFO states a claim upon which relief can be granted against Respondents. Respondents waive any defenses they might have as to jurisdiction and venue. Without admitting or denying the factual allegations contained in this CAFO, Respondents consent for purposes of settlement to the terms of this CAFO.

53. Respondents hereby waive the right to a judicial or administrative hearing or appeal on any issue of law or fact set forth in the CAFO, and waive the right to appeal the Final Order accompanying this Consent Agreement.

54. Respondents certify that they are currently operating and will operate their businesses in compliance with Section 409 of TSCA, 15 U.S.C. § 2689, the Act, and federal regulations promulgated under TSCA and the Act, including 40 C.F.R. Part 745, Subpart F.

55. As of the effective date of this CAFO, and in compliance with 40 C.F.R.

§ 745.113(b)(1), Respondents shall include, as an attachment or within each contract to lease target housing, a Lead Warning Statement.

56. As of the effective date of this CAFO, and in compliance with 40 C.F.R.

§ 745.113(b)(2), Respondents shall include, as an attachment or within each contract to lease target housing, a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards.

57. As of the effective date of this CAFO, and in compliance with 40 C.F.R.

§ 745.113(b)(3), Respondents shall include, as an attachment or within each contract to lease target housing, a list of records or reports available to Respondents pertaining to lead-based paint and/or lead-based paint hazards in the target housing being leased, or an indication that no such records are available.

58. As of the effective date of this CAFO, and in compliance with 40 C.F.R.

§ 745.107(a)(1), prior to a lessee becoming obligated under any contract to lease target housing, Respondents shall provide to the lessee an EPA-approved lead hazard information pamphlet.

59. Within 120 days of the effective date of this CAFO, for each building subject to this CAFO, Respondents shall provide three (3) leases, including attachments, executed during the 120-day period following the effective date of the CAFO that satisfy the requirements of 40 C.F.R. §§ 745.113(b)(1)–(3), 745.107(a)(1) and the Disclosure Rule. Requested information should be provided to Carley Cascione, cascione.carley@epa.gov, and Lindsey Short, Short.Lindsey@epa.gov.

60. Pursuant to Section 16 of TSCA, 15 U.S.C § 2615, based upon the nature of the

alleged violations, and other relevant factors, EPA has determined that an appropriate civil penalty to settle this action is sixty-eight thousand four hundred two dollars (\$68,402).

61. Respondents consent to the issuance of this CAFO and for the purposes of settlement to the payment of the civil penalty cited in the foregoing Paragraph.

62. Respondents agree to pay a civil penalty in the amount of sixty-eight thousand four hundred two dollars (\$68,402) ("Assessed Penalty") within thirty (30) days after the date the Final Order ratifying this Agreement is filed with the Regional Hearing Clerk ("Filing Date").

63. Respondents 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>.

64. When making a payment, Respondents shall:

- a. Identify every payment with Respondents' names and the docket number of this Agreement, TSCA-01-2025-0019,
- b. Concurrently with any payment or within 24 hours of any payment, Respondents shall serve proof of such payment to the following persons:

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

Lindsey Short, Enforcement Counsel
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100
Mail Code: ORC: 4-WC
Boston, MA 02109-3912
short.lindsey@epa.gov

and

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

“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 Respondents’ names.

65. 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 Respondents fail 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:

- a. 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 Internal Revenue Service (“IRS”) standard underpayment rate, any lower rate would fail to provide Respondents adequate incentive for timely payment.
- b. Handling Charges. Respondents will be assessed monthly a charge to cover EPA’s costs of processing and handling overdue debts. If Respondents fail 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 each subsequent 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.

- c. 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, and other charges, that remain delinquent more than ninety (90) days.

66. In addition to the amounts described in the prior Paragraph, if Respondents fail 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 may include, but are not limited to, the following:

- a. Refer the debt to a credit reporting agency or a collection agency, per 40 C.F.R. §§ 13.13 and 13.14.
- b. 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 Internal Revenue Service for offset against income tax refunds, 40 C.F.R. Part 13, Subparts C and H.
- c. Suspend or revoke Respondents' licenses or other privileges, or suspend or disqualify Respondents from doing business with EPA or engaging in programs EPA sponsors or funds, 40 C.F.R. § 13.17.

- d. 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.

67. For purposes of the identification requirement in Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), and 26 C.F.R. § 1.162-21(b)(2), performance of Paragraphs 54 through 59 is restitution, remediation, or required to come into compliance with the law.

68. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, EPA is required to annually send to the Internal Revenue Service (“IRS”) a completed IRS Form 1098-F (“Fines, Penalties, and Other Amounts”) with respect to any court order or settlement agreement (including administrative settlements) that require a payor to pay an aggregate amount that EPA reasonably believes will be equal to, or in excess of, \$50,000 for the payor’s violation of any law or the investigation or inquiry into the payor’s potential violation of any law, including amounts paid for “restitution or remediation of property” or to come “into compliance with a law.” EPA is further required to furnish a written statement, which provides the same information provided to the IRS, to each payor (i.e., a copy of IRS Form 1098-F). A Respondent’s failure to comply with providing IRS Form W-9 or Tax Identification Number (“TIN”), as described below, may subject such Respondent to a penalty, per 26 U.S.C. § 6723, 26 U.S.C. § 6724(d)(3), and 26 C.F.R. § 301.6723-1. To provide EPA with sufficient information to enable it to fulfill these obligations, each Respondent shall complete the following actions as applicable.

- a. Each Respondent shall complete an IRS Form W-9 ("Request for Taxpayer Identification Number and Certification"), which is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>;
- b. Each Respondent shall therein certify that its completed IRS Form W-9 includes that Respondent's correct TIN or that Respondent has applied and is waiting for issuance of a TIN;
- c. Each Respondent shall email its completed Form W-9 to EPA's Cincinnati Finance Division at chalifoux.jessica@epa.gov, on or before the date that the penalty payment is due, pursuant to Paragraph 62 of the CAFO, or within 7 days should the order become effective between December 15 and December 31 of the calendar year. EPA recommends encrypting IRS Form W-9 email correspondence; and
- d. In the event that a Respondent has certified in its completed IRS Form W-9 that it does not yet have a TIN but has applied for a TIN, that Respondent shall provide EPA's Cincinnati Finance Division with Respondent's TIN, via email, within five (5) days of Respondent's receipt of a TIN issued by the IRS.

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

70. 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, Respondents agree 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 agree not to use these payments in any way as, or in furtherance of, a tax deduction under federal, state or local law.

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

72. This CAFO constitutes a settlement by and between EPA and Respondents of all claims for civil penalties pursuant to TSCA and the Act for the violations alleged herein. Nothing in this CAFO is intended to nor shall be construed to operate in any way to resolve any criminal liability of Respondents. Nothing in this CAFO shall be construed to limit the authority of EPA to undertake any action against Respondents in response to conditions which may present an imminent and substantial endangerment to the public health, welfare, or the environment.

73. Each undersigned representative of the Parties to this CAFO certifies that he, she, or they are fully authorized by the Party represented to enter into the terms and conditions of this CAFO and to execute and legally bind that Party to it.

74. Complainant and Respondents, by entering into this Consent Agreement, each give their respective consent to accept digital signatures hereupon. Respondents further consent to accept electronic service of the fully executed CAFO, by electronic mail, to the following address: DPelham@cbshealaw.com. Complainant has provided Respondents 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.

75. Each Party shall bear its own costs and attorneys' fees in connection with the action resolved by this CAFO. Respondents specifically waive 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.


For Respondents:


_____, manager
Spinnaker Real Estate Partners, LLC


_____, 6/20/2025
Date


_____, manager
Brim and Crown, LLC


_____, 6/20/2025
Date


_____, manager
Sono TOD, LLC

_____, 6/20/2025
Date


_____, co-manager
BHVI Owner, LLC

_____, 6/20/2025
Date


_____, President
Maritime Properties Corp.

_____, 6/20/2025
Date

For Complainant, U.S. EPA, Region 1:

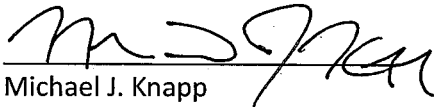
JAMES CHOW Digitally signed by JAMES CHOW
Date: 2025.06.30 17:16:01 -04'00'

James Chow, Director
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 1

FINAL ORDER

Pursuant to 40 C.F.R. § 22.18(b)-(c) of the EPA's Consolidated Rules of Practice and Section 16(a)(2) of the Toxic Substances Control Act, 15 U.S.C. § 2615(a), the foregoing Consent Agreement resolving *In the Matter of Spinnaker Real Estate Partners, LLC, et al*, Docket Number TSCA-01-2025-0019, is incorporated by reference into this Final Order and is hereby ratified. Respondent is ordered to pay the civil penalty amount specified in the Consent Agreement. The terms of the Consent Agreement will become effective on the date it is filed with the Regional Hearing Clerk.

It is so ORDERED.



Michael J. Knapp

Regional Judicial Officer

United States Environmental Protection Agency

Region 1

Date: July 7, 2025