

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1 – NEW ENGLAND**

Received by
EPA Region 1
Hearing Clerk

In the Matter of:)
)
Kennebec Property Services, LLC)
P.O. Box 65)
915 Western Avenue)
Manchester, Maine 04351)
)
Respondent.)
)
Proceeding under Section 16(a) of the)
Toxic Substances Control Act,)
42 U.S.C. § 2615(a).)
_____)

EPA Docket No.
TSCA-01-2022-0067

**CONSENT AGREEMENT
AND
FINAL ORDER**

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 Respondent, Kennebec Property Services, LLC dba Maine Cabin Masters (“Respondent” or “Kennebec”) violated Sections 15 and 409 of TSCA, 15 U.S.C. §§ 2614 and 2689, and the Renovation, Repair and Painting Rule set forth at 40 C.F.R. Part 745, Subpart E (“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”), set forth 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 (“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. Among the stated purposes of the Act is ensuring that the existence of lead-based paint hazards be considered in the rental and renovation of homes and apartments. To carry out these purposes, the Act added a new section to TSCA, entitled *Subchapter IV – Lead Exposure Reduction*, which includes TSCA Sections 401-412, 15 U.S.C. §§ 2681-2692.

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 LBP Activities Rule at 40 C.F.R. Part 745, Subpart L, now commonly referred to as the “RRP Rule.” See 40 C.F.R. §§ 745.100, 745.103, 745.107(a)(1), (a)(2), (a)(4), and 745.113(b)(1)-(6).

4. The RRP Rule sets forth procedures and requirements for, among other things, the accreditation of training programs, certification of renovation firms and individual renovators, work practice standards for renovation, repair, and painting activities in target housing and child-occupied facilities, and the establishment and retention of records to document compliance.

5. Pursuant to 40 C.F.R. § 745.82, the requirements of the RRP Rule apply to all renovations performed for compensation in target housing, as defined in TSCA Section 401(17) and 40 C.F.R. § 745.103, and in “child-occupied facilities,” as defined in 40 C.F.R. § 745.83.

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. For purposes of complying with Section 406(b) of TSCA, 15 U.S.C. § 2686(b), and the RRP Rule, pursuant to 40 C.F.R. § 745.83, the term “pamphlet” as used herein means the EPA-approved pamphlet developed under TSCA Section 406(a), entitled “*Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools*” (“Renovate Right”) (EPA # 740-K-10-001), or any State or Tribal pamphlet developed for the same purpose and approved by EPA under 40 C.F.R. § 745.326.

8. Pursuant to 40 C.F.R. § 745.83, the term “firm” means 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.

9. Pursuant to 40 C.F.R. § 745.83, the term “renovation” means 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 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, ceiling, 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. The term renovation does not include “minor repair and maintenance activities.”

10. Pursuant to 40 C.F.R. § 745.83, the term “minor repair and maintenance activities” means 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 40 C.F.R. § 745.85(a)(3) are used and where the work does not involve window replacement or demolition of painted surface areas.

11. Pursuant to 40 C.F.R. § 745.83, the term “renovator” means 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 by an EPA-authorized State or Tribal program.

12. Under the RRP Rule, except in circumstances specified by the regulations that are

not relevant to Respondent or the violations alleged in this CAFO, firms performing renovations in target housing and child-occupied facilities are, among other things, required to:

- i. Obtain an EPA certification for the firm prior to performing renovations;
- ii. Assign a certified renovator, and ensure that a certified renovator either performs the renovation or directs a properly trained worker to perform the renovation;
- iii. Provide the EPA-approved pamphlet to a lessee or adult occupant before renovation activities begin and obtain written verification that the pamphlet was provided.

See 40 C.F.R. §§ 745.81(a)(2), 745.84(a), 745.89(d), 745.85, and 745.86(a)-(b).

13. 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.

14. TSCA Section 16(a) authorizes the assessment of a civil penalty of up to \$37,500 for each violation of Section 409 of TSCA. Under the Debt Collection Improvement Act, 40 C.F.R. Part 19 and the Federal Civil Penalties Inflation Adjustment 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 12, 2022, is subject to a penalty of up to \$43,611 per day per violation. (See 87 Fed. Reg. 1,676, January 12, 2022).

II. GENERAL ALLEGATIONS

15. Respondent is a domestic limited liability corporation organized under the laws of the state of Maine. Respondent performs renovations of residential property and construction management. Many of its renovations are featured on the Discovery Network's ("Network") television show "Maine Cabin Masters." Respondent's principal place of business is located at

915 Western Avenue, Manchester, Maine.

16. At all times relevant to this CAFO, Respondent utilized its employees to conduct renovation activities at five cabins located in Maine.

17. On December 2, 2020, EPA sent an information request letter (“IRL”) to Respondent to determine its compliance with the RRP Rule. Respondent sent a response to the IRL in December 2020, indicating that five renovations it conducted were subject to the RRP Rule and that Respondent had not complied with RRP Rule requirements when performing those renovations. The addresses in Maine for the five renovations are: 42 Osprey Lane, West Gardiner; 87 Williamson Road, Manchester; Clary Lake Lane, Whitefield; 311 Wanser Lane, Belgrade and 76 Brickett Point Estates, Oakland.

18. The five properties listed above were built prior to 1978, and, therefore, are “target housing,” as defined in 40 C.F.R. § 745.103. Furthermore, the properties do not satisfy the requirements for an exemption under the provisions of TSCA (including 15 U.S.C. § 2681(17)) or the RRP Rule.

19. At all times relevant to the RRP Rule violations alleged in this CAFO, Respondent was a “firm,” as defined in 40 C.F.R. § 745.83.

20. At all times relevant to the RRP Rule violations alleged in this CAFO, Respondent performed renovation activities at the cabins that constituted “renovations” within the meaning of 40 C.F.R. § 745.83. The renovations of the five cabins did not constitute minor repairs or maintenance activities, or emergency repairs. *See* 40 C.F.R. § 745.82(b).

21. The renovation activities performed by Respondent at the five cabins constituted renovations for compensation within the meaning of TSCA Section 406(b) and the RRP Rule.

III. VIOLATIONS

22. EPA has identified the following violations of the RRP Rule based on documents and other information obtained from Respondent in response to the IRL and as the result of EPA's investigation of the facts and circumstances underlying the violations.

23. Each of the violations alleged below is a prohibited act under TSCA Section 409, 15 U.S.C. § 2689, 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 of a Firm to Obtain Recertification

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

25. Pursuant to 40 C.F.R. C.F.R. § 745.89(a), firms that perform renovations for compensation must apply to EPA for certification to perform renovations or dust sampling. To maintain its certification a firm must apply to EPA for recertification every five years. 40 C.F.R. 745.89(b). Pursuant to 40 C.F.R. § 745.89(b)(1)(iii), if the firm fails to obtain recertification before the firm's current certification expires, the firm must not perform renovations or dust sampling until it is certified anew pursuant to 40 C.F.R. § 745.89(a).

26. At the time Respondent performed the renovations described in paragraph 17 above, Respondent's certification had expired, and Respondent had not obtained recertification from EPA.

27. Respondent's failure to obtain recertification prior to undertaking renovations at five properties, violated 40 C.F.R. C.F.R. §§ 745.89(a) and 745.89(b)(1)(iii).

28. The violation alleged in this count is a prohibited act under TSCA Section 409, and a violation for which penalties may be assessed pursuant to Section 16 of TSCA.

COUNT TWO

Failure to Assign a Certified Renovator

29. Paragraphs 1 through 28, above, are incorporated by reference as if fully set forth herein.

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

31. With respect to the five renovations listed in paragraph 17 above, Respondent did not ensure that (1) all individuals performing renovation activities on behalf of the Respondent were either certified renovators or had been trained by a certified renovator, and (2) a certified renovator was assigned to each renovation performed by the Respondent and discharged all of the certified renovator responsibilities identified in § 745.90.

32. Respondent's failure to ensure that (1) all individuals performing renovation activities on behalf of the firm were either certified renovators or had been trained by a certified renovator, and (2) a certified renovator is assigned to each renovation performed by the firm and discharges all of the certified renovator responsibilities identified in § 745.90, violated 40 C.F.R. § 745.89(d)(1) and (2).

33. The violations alleged in this count are prohibited acts under TSCA Section 409, and violations for which penalties may be assessed pursuant to Section 16 of TSCA.

COUNT THREE

Failure to Provide Lead Hazard Pamphlet

34. Paragraphs 1 through 33, above, are incorporated by reference as if fully set forth herein.

35. Pursuant to 40 C.F.R. § 745.84(a)(1), no more than 60 days before beginning renovation activities in any residential dwelling unit of target housing, the firm performing the renovation must provide the owner of the unit with the EPA pamphlet entitled *Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools* (“Pamphlet”).

36. Respondent did not provide the owners of the five properties listed in paragraph 17 above, with the Pamphlet.

37. Respondent’s failure to provide the Pamphlet to the owners of the five properties listed in paragraph 17 above, violated 40 C.F.R. § 745.84(a)(1).

38. The violations alleged in this count are prohibited acts under TSCA section 409, and violations for which penalties may be assessed pursuant to section 16 of TSCA, 15 U.S.C. § 2615.

COUNT FOUR

Failure to Maintain Records

39. Paragraphs 1 through 38, above, are incorporated by reference as if fully set forth

herein.

40. Pursuant to 40 C.F.R. § 745.86(a), firms performing renovations must retain and, if requested make available to EPA all records necessary to demonstrate compliance with 40 C.F.R. Part 745, Subpart E, for a period of three years following completion of the renovation.

41. Respondent did not retain all records necessary to demonstrate compliance with the RRP Rule for the five renovations listed in paragraph 17 above.

42. Respondent's failure to retain records necessary to demonstrate compliance with 40 C.F.R. Part 745, Subpart E for a period of three years violated 40 C.F.R. 745.86(a).

43. The violations alleged in this Count are prohibited acts under TSCA Section 409, and violations for which penalties may be assessed pursuant to Section 16 of TSCA, 15 U.S.C. § 2615.

IV. TERMS OF SETTLEMENT

40. This CAFO shall apply to and be binding upon Respondent, its successors and assigns.

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

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

A. Compliance

43. Respondent certifies that it is currently operating and agrees that that it will continue to operate its business in compliance with Sections 15 and 409 of TSCA, 15 U.S.C. §§ 2614 and 2689, and the RRP Rule.

44. As of the effective date of this CAFO Respondent shall have obtained firm recertification from EPA, in accordance with 40 C.F.R. C.F.R. §§ 745.89(a) and 745.89(b)(1)(iii), and will continue to maintain firm certification as long as it performs renovations on housing constructed before 1978

45. As of the effective date of this CAFO, Respondent shall ensure that (1) all individuals performing renovation activities on behalf of the firm and the firm's sub-contractors are either certified renovators or have been trained by a certified renovator, and (2) a certified renovator is assigned to each renovation performed by the firm and discharges all of the certified renovator responsibilities identified in § 745.90

46. As of the effective date of this CAFO, Respondent shall, no more than 60 days before beginning renovation activities in any residential dwelling unit of target housing, provide the owner of the unit at which the renovation is being conducted with the Pamphlet, in accordance with 40 C.F.R. § 745.84(a)(1).

47. As of the effective date of this CAFO, Respondent shall retain and, if requested, make available to EPA all records necessary to demonstrate compliance with the RRP Rule for a period of 3 years following completion of any renovation subject to the RRP Rule, in accordance

with 40 C.F.R. § 745.86(a).

48. Compliance Management: Respondent will designate an individual employed by Respondent as a point of contact to monitor Respondent's compliance with the requirements of this CAFO and will be the liaison for the purposes of implementing this CAFO.

B. Conditions

49. As a condition of settlement and compromise of the civil penalty that EPA could otherwise impose herein, Respondent agrees to perform the following conditions.

50. Respondent shall, within 90 days of the effective date of this CAFO, post on its public website, currently MaineCabinMasters.com, or an equivalent successor website, a copy of its firm certification or the EPA certified logo.

51. Respondent shall post on the Maine Cabin Masters website in the “Resources” section for each Season 11 episode and every episode in every season thereafter the following statement: “For information about federal lead-paint laws go to www.epa.gov/lead. State and local lead lead-paint laws may be more stringent than federal laws. Check with your state and local lead paint requirements.” Such statement shall be posted within 30 days of the posting on the Maine Cabin Masters website of each Season 11 episode and within 30 days of the posting of each episode thereafter on Respondent’s website.

52. (a) Respondent shall, in at least three episodes of Season 11 of the Maine Cabin Masters television show, include information about compliance with the RRP Rule such as: Chase Morrill asks the cabin owner(s) when the cabin was built. If the cabin was built prior to 1978, Chase Morrill tells the cabin owner(s) that they either will assume lead paint is present and

comply with lead-safe work practices¹ or test for lead paint², and if lead is detected comply with lead-safe work practices; and/or (b) during the “reveal” (when Chase Morrill presents the completed renovation to the cabin owner(s)) Chase Morrill tells the cabin owner(s) that because lead-paint was found, he had to comply with federal lead-paint requirements for residential renovations. *See* 40 C.F.R. Part 745, Subpart E (“RRP Rule”). In addition to the three episodes described in subsection (a) above, in all other episodes in which the cabin that is featured was built prior to 1978 in Season 11, Respondent, in consultation with the Network and Dorsey Production Company, shall make its best efforts to (1) include the same lead paint information described in paragraph 52(a) above, (2) include in the episodes featuring pre-1978 housing lead testing or some aspect of RRP Rule work practice standards set forth in 40 C.F.R. § 745.85, such as a posted sign defining the work area or post-renovation cleaning; and (3) ensure that for all Season 11 episodes in which lead paint is discussed or discovered, the following statement will appear in the credits: “For more information about lead paint laws, go to www.epa.gov/lead.”

(b) Respondent shall, prior to the airing of Season 11 of *Maine Cabin Masters*, provide to EPA a tentative schedule of the episodes that shall be aired in Season 11, indicating which episodes contain information about lead-based paint. In addition, within 30 days of completion of the airing of Season 11 of *Maine Cabin Masters*, Respondent shall provide notice to EPA as to which three Season 11 episodes (or more episodes if applicable) contain information about lead-based paint. Such notices shall be sent by email to:

alves.jordan@epa.gov and simpson.andrea@epa.gov. Respondent also shall provide EPA with a

¹ RRP Rule Lead-safe work practices are set forth at 40 C.F.R. § 745.85.

² RRP Rule lead testing requirements are set forth at 40 CFR §§ 745.80-83.

means to view the Season 11 episodes that contain lead-paint information. A letter from the Network summarizing its commitment to include information about compliance with lead paint laws in Season 11 of Maine Cabin Masters is attached to this CAFO as Attachment 1.

53. By June 1, 2023, Respondent shall feature in one episode of its podcast “From the Woodshed” a discussion of lead paint laws with a representative of EPA’s choosing.

C. Penalty

54. 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 in the amount of twenty-six thousand four hundred eleven dollars (\$26,411).

55. Pursuant to Section 16(a)(2)(C) of TSCA, 16 U.S.C. § 2615(a)(2)(C), EPA and Respondent agree that payment of such penalty is remitted on the conditions set forth in Section IV. C. of this CAFO.

56. EPA agrees to remit nine thousand nine hundred eleven dollars (\$9,911) of the civil penalty for the TSCA violations alleged herein through the effective date of this CAFO conditioned upon Respondent's compliance with all the terms and conditions set forth in Sections IV.B. and C., to EPA’s satisfaction.

57. Respondent consents to the issuance of this CAFO and to the payment of the civil penalty cited in the foregoing paragraph.

58. Respondent shall pay the penalty of sixteen thousand five hundred dollars (\$16,500) within 30 days of the effective date of this CAFO in the following manner: The payment shall be made by remitting a check or making an electronic payment, as described

below. The check or other payment shall reference “*In the Matter of Kennebec Property Services, LLC*; Consent Agreement and Final Order, EPA Region 1,” Respondent’s name and address, and the EPA Docket Number of this action (TSCA-01-2022-0067), and be payable to “Treasurer, United States of America.” The payment shall be remitted as follows:

If remitted by regular U.S. mail:

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

If remitted by any overnight commercial carrier:

U.S. Environmental Protection Agency
Cincinnati Finance Center Box 979077
1005 Convention Plaza
SL-MO-C2-GL
St. Louis, MO 63101

If remitted by wire transfer: Any wire transfer must be sent directly to the Federal Reserve Bank in New York City using the following information:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, New York 10045
Field Tag 4200 of the Fedwire message should read “D 68010727 Environmental Protection Agency”

c. At the time of payment, a copy of the check (or notification of other type of payment) shall also be sent by email to (copy by email to Andrea Simpson):

Wanda Santiago, Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 1
r1_hearing_clerk_filings@epa.gov

and

Andrea Simpson, Enforcement Counsel
U.S. Environmental Protection Agency, Region 1
simpson.andrea@epa.gov

59. Prior to making a determination that Respondent has failed to comply with any term or condition set forth in Sections IV.A. and B. of this CAFO, EPA will give Respondent written notice or notices of deficiencies and provide Respondent at least thirty (30) days or other reasonable time(s) to cure such deficiencies.

60. If EPA determines that Respondent has failed to comply with any term or condition set forth in Sections IV.A. and B. fully and satisfactorily, EPA may issue a non-remittance Order requiring Respondent to pay the remaining nine thousand nine hundred eleven dollars (\$9,911) or a lesser amount plus interest accrued from the effective date of this CAFO. Respondent waives its right to a hearing under Section 16(a)(2) of TSCA, 15 U.S.C. § 2615(a)(2).

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

62. 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.

63. 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. § 162-21(b)(2), performance of paragraphs 44 through 47 are required to come into compliance with the law.

64. 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.

65. This CAFO constitutes a settlement by and between EPA and Respondent of all claims for civil penalties pursuant to TSCA 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 Respondent. Nothing in this CAFO shall be construed to limit the authority of EPA to undertake any action against Respondent in response to conditions which may present an imminent and substantial endangerment to the public health, welfare, or the environment.

66. This settlement is conditioned upon the performance of the conditions set forth in paragraphs 49 through 53 of this CAFO. Failure to comply with the terms and conditions set forth in paragraphs 49 through 53 of this CAFO shall void the release provided in paragraph 65 above.

67. Pursuant to 31 U.S.C. § 3717, EPA is entitled to assess interest and penalties on debts owed to the United States and a charge to cover the cost of processing and handling a delinquent claim. Interest will therefore begin to accrue on the civil penalty (or any portion thereof) on the date it is due under this CAFO if such penalty (or portion thereof) is not paid in full by such due date. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 31 C.F.R. § 901.9(b)(2). In addition, a penalty charge of six percent

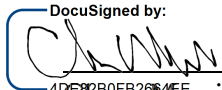
per year and an amount to cover the costs of collection will be assessed on any portion of the debt which remains delinquent more than ninety (90) days after payment is due. Should assessment of the penalty charge on the debt be required, it will be assessed as of the first day payment is due under 31 C.F.R. § 901.9(d).

68. 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.

69. Complainant and Respondent, by entering into this Consent Agreement, each give their respective consent to accept digital signatures hereupon. Respondent further consents to accept electronic service of the fully executed CAFO, by electronic mail, to the following address: chase@mainecabinmasters.com. Complainant 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.

70. 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.

For Respondent:

DocuSigned by:

40E82B0E2687EE
Chase Morrill
Kennebec Property Services, LLC

Date: 9/14/2022

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

Karen McGuire, Director
Enforcement and Compliance Assurance Division
EPA, Region 1

Electronically dated.

FINAL ORDER

Pursuant to 40 C.F.R. § 22.18(b) and (c) of EPA's Consolidated Rules of Practice and Section 16(A)(1) and (2)(C) of the Toxic Substances Control Act, 15 U.S.C. § 2615(A)(1) and (2)(C), the foregoing Consent Agreement resolving this matter 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, in the manner indicated.

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

Electronically dated.

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