

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

\_\_\_\_\_  
In the Matter of: )  
)  
Mike Bunie Inc )  
112 Pearl Street, 1R )  
Manchester, New Hampshire 03101 )  
)  
Respondent. )  
)  
*Proceeding under Section 16(a) of the* )  
*Toxic Substances Control Act,* )  
*42 U.S.C. § 2615(a).* )  
\_\_\_\_\_)

EPA Docket No.  
TSCA-01-2021-0060

**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, Mike Bunie Inc, violated Section 409 of TSCA, 15 U.S.C. § 2689, Residential Lead-Based Paint Hazard Reduction Act (the “Act”), 42 U.S.C. §§ 4851 *et seq.*, and federal regulations promulgated under 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 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 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. *See* 42 U.S.C. §§ 4851 *et seq.* 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. 42 U.S.C. § 4851a. To carry out these purposes, the Act, otherwise codified at 42 U.S.C. §§ 4851 *et seq.*, 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 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. EPA’s regulations under Section 1018 of the Act, include those set forth at 40 C.F.R. Part 745, Subpart F, *Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards Upon Sale or Lease of Residential Property* (the “Disclosure Rule”).

3. The Disclosure Rule at 40 C.F.R. § 745.107(a)(4) requires lessors of target housing to do the following before a lessee is obligated under a lease contract for target housing that is not otherwise an exempt transaction pursuant to 40 C.F.R § 745.101:

- i. The lessor shall provide the lessee with any records or reports available to the lessor pertaining to lead-based paint and/or lead-based paint hazards in the target housing being leased. This requirement includes records or reports regarding common areas. This requirement also includes records or reports regarding other residential dwellings in multifamily target housing, provided that such information

is part of an evaluation or reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.

4. The Disclosure Rule at 40 C.F.R. § 745.113(b)(3) requires that each contract to lease target housing include, as an attachment or within the contract:

i. A list of any records or reports available to the lessor pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the lessee. If no such records or reports are available, the lessor shall so indicate.

5. Pursuant to 40 C.F.R. § 745.103, the following terms are defined as follows:

i. “Common area” means a portion of a building generally accessible to all residents/users including, but not limited to, hallways, stairways, laundry and recreational rooms, playgrounds, community centers, and boundary fences.

ii. “Lead-based paint” means paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square centimeter or 0.5 percent by weight.

iii. “Lead-based paint hazard” means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated soil, or lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects as established by the appropriate Federal agency.

iv. “Lessee” means any entity that enters into an agreement to lease, rent, or sublease target housing, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations.

v. “Lessor” means any entity that offers target housing for lease, rent, or sublease, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations.

vi. “Residential dwelling” means: (1) A single-family dwelling, including attached structures such as porches and stoops; or (2) 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.

vii. “Target housing” means any housing constructed prior to 1978, except housing

for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

6. 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 TSCA Section 409, 15 U.S.C. § 2689. Section 1018(b)(5) of the Act also provides that, for each such violation of TSCA Section 409, specific civil penalties apply under TSCA Section 16.

7. Pursuant to Section 409 of TSCA, 15 U.S.C § 2689, it is unlawful for any person to fail to comply with any rule issued under Subchapter IV of TSCA, 15 U.S.C. §§ 2681-2692, such as the Disclosure Rule.

8. Section 16(a)(1) of TSCA, 15 U.S.C. § 2615(a)(1), provides that any person who violates a provision of Section 409 of TSCA, 15 U.S.C § 2689, shall be liable to the United States for a civil penalty.

9. Section 16(a) of TSCA, 15 U.S.C. § 2615(a); Section 1018(b)(5) of the Act, 42 U.S.C. § 4852d(b)(5); 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 13, 2020, is subject to a penalty of up to \$18,364 per day per violation (*See* 85 Fed. Reg. 83,818, December 23, 2020).

## **II. GENERAL ALLEGATIONS**

10. Respondent is domestic profit corporation organized under the laws of the State of New Hampshire with a principal place of business located at 112 Pearl Street, 1R, Manchester, New Hampshire 03101.

11. Michael Bunie serves as the Director, President and Registered Agent for Respondent.

12. Respondent owns and manages multiple residential rental income properties located in and around Manchester, New Hampshire, including a divided six-unit apartment building located at 23 and 25 Arlington Street in Manchester, New Hampshire (the “Building”). Each side of the divided Building -- 23 Arlington Street and 25 Arlington Street -- has three apartments, one on each floor.

13. At all times relevant to the allegations in this CAFO, Respondent offered for lease and leased Apartment 2 within the 23 Arlington Street portion of the Building (the “23-2 Apartment”), as well as five other apartments in the Building, each of which qualified as a “residential dwelling,” as defined in the Act at 42 U.S.C. § 4851b; Section 401 of TSCA, 15 U.S.C. § 2681; and 40 C.F.R. § 745.103.

14. At all times relevant to this Complaint, the Building, including all apartments and common spaces within it including Apartment 23-3, qualified as “target housing,” as defined in the Act at 42 U.S.C. § 4851b; Section 401 of TSCA, 15 U.S.C. § 2681; and 40 C.F.R. § 745.103. Furthermore, the Building, including all apartments and common spaces within it, did not satisfy the requirements for an exemption to the provisions of the Act, TSCA (including 15 U.S.C. § 2681(17)), or the Disclosure Rule (including 40 C.F.R. § 745.103).

15. On October 8, 2019, a representative of the New Hampshire Department of Health and Human Services (“NH DHHS”) informed Mr. Bunie by telephone and then by email message that a child with an elevated blood lead level (“EBLL”) of 7.5 micrograms per deciliter, or greater, had been identified at the Building, thus requiring a lead paint inspection (“EBLL Notice”). The same day, Mr. Bunie responded to the EBLL Notice with an email message, which indicates his receipt of the EBLL Notice and information contained therein.

16. On October 16, 2019, NH DHHS conducted a lead paint inspection at the Building as a follow-up procedure to the EBLL Notice.

17. On November 1, 2019, the NH DHHS issued Respondent a letter notifying it of NH DHHS’s issuance of four Orders of Lead Hazard Reduction (collectively, the “Orders Notice”) with respect to each of four apartments within the Building including Apartment 23-2, pursuant to NH Rev Stat § 130-A. The Orders were issued because lead exposure hazards were identified during the October 16, 2019 inspection by NH DHHS in the four apartments that were inspected. The Orders Notice was delivered with an attached eight-page Lead Investigation Survey Report, summarizing the inspection results including the condition and location of lead exposure hazards within the four apartments in the Building that were inspected. A signed certified mail receipt indicates that Respondent received the Orders Notice on November 6, 2019.

18. Among other things, the Orders Notice required that:

- i. Respondent reduce all lead exposure hazards associated with the dwelling units, including all components located in the interior, interior common areas, exterior, bare soils, and components on the exterior of buildings on the same lot;

- ii. Respondent obtain the services of a licensed lead inspector or risk assessor to conduct a full inspection to identify all lead exposure hazards associated with the dwelling units under Order, including all components located in the interior, common areas, exterior, bare soils, and components on the exterior of buildings on the same lot;
- iii. no child(ren) or pregnant women be present during lead hazard reduction work; and
- iv. no dwelling unit be re-occupied or re-rented until a Certificate of Compliance (“COC”) for the dwelling unit and common areas has been received and approved by the NH DHHS, the failure of which would subject Respondent to penalties.

19. Pursuant to the Orders Notice, on November 5 and 6 2019, a representative of Prolific Property Management LLC, doing business as Alchemy Lead Management (“Alchemy”), a licensed lead inspector and risk assessor under contract with the City of Manchester, New Hampshire, conducted for Respondent a combined lead-based paint inspection and risk assessment of the Building, specifically including the interior of the six apartments (including Apartment 23-2) and common spaces, and the exterior of and soil at the Building (collectively, the “Alchemy Inspections”).

20. On March 12, 2020, Mr. Bunie met with representatives of the City of Manchester and Alchemy and reviewed a Lead-based Inspection and Risk Assessment Report, summarizing the findings of the Alchemy Inspections, and draft lead abatement and healthy homes scopes of work for, among other things, the abatement of identified lead exposure hazards.

21. On June 22, 2020, Mr. Bunie signed and entered into on behalf of Respondent a City of Manchester Housing Initiatives Lead Hazard Control Program Contractor Agreement (“Contractor Agreement”) for the abatement of the lead exposure hazards identified by the Alchemy Inspections and outlined in the Lead-based Inspection and Risk Assessment Report.

Appended to the Contractor Agreement as Appendix A is an extensive Lead and Healthy Homes Scope of Work (“SOW”) outlining, among other things, the condition and location of lead exposure hazards in all six of the apartments including Apartment 23-2, the common spaces and exterior of the Building, and a description of the work to be performed to reduce those hazards. The Contractor Agreement indicates that the scheduled start date for the lead-based paint hazard reduction work was on or before July 13, 2020.

22. On June 30, 2020, a representative of the City of Manchester sent Michael Bunie by email a digital copy of the signed Contractor Agreement with the attached SOW.

23. The EBLN Notice, Orders Notice, Lead Investigation Survey Report, and SOW each qualify as a record or report pertaining to “lead-based paint” and/or “lead-based paint hazards” in the “target housing,” “residential dwellings” and “common areas” being leased, as those terms are defined in the Act at 42 U.S.C. § 4851b; Section 401 of TSCA, 15 U.S.C. § 2681; and 40 C.F.R. § 745.103.

24. On or about June 30, 2020, Apartment 23-2 was vacated by the lessees.

25. On July 7, 2020, a representative of the City of Manchester, having received information that Apartment 23-3 had become vacant, sent Mr. Bunie an email message stating that, per the terms of the Orders Notice, Respondent was “required by law to attain a lead safe certificate on the unit prior to rerenting,” and per the terms of the Contractor Agreement, as the first apartment to be abated, Apartment 23-2 would “be utilized for relocation of other tenants throughout the abatement process.”

26. At 1:14 p.m. on July 9, 2020, a certain applicant for the lease of one of Respondent’s apartments (the “Applicant”) sent a cell phone text message to Michael Bunie to ask if he had



received her application. At 5:11 p.m., Mr. Bunie responded by text message to the Applicant to ask when her baby was due, as she had previously told Mr. Bunie that she was pregnant.

27. At 5:13 p.m. on July 9, 2020, Michael Bunie sent the Applicant an email providing information and documents related to the lease of Apartment 23-2, including three attachments: (1) a copy of the lease that she and her partner would sign the next day at their meeting, (2) a copy of EPA's pamphlet entitled, *Protect Your Family from Lead in Your Home*, and (3) an incomplete and blurry copy of the Orders Letter and an incomplete and blurry copy of the Lead Investigation Survey Report attached to the Orders Notice. The incomplete copy of the Orders Notice contained only page one of the five-page document, and specifically lacked the page stating that (1) a dwelling unit shall not be re-occupied or re-rented until a COC for the dwelling unit and common areas has been received and approved by the NH DHHS, and (2) no child(ren) or pregnant women shall be present during lead hazard reduction work. The incomplete copy of the Lead Investigation Survey Report also lacked pages four and seven of the eight-page document, which pages indicated that Apartment 3 in 23 Arlington Street and Apartment 3 in 25 Arlington were not inspected because no children <6 or pregnant women resided in those units per the tenant roster form at the time of the inspection.

28. In the July 9 email, Mr. Bunie noted, among other things, that the Building, property and all apartments were under contract for lead abatement, that construction had already begun, and that at some point, likely within a few months, the Applicant would be displaced, with costs paid by Respondent, to stay in a hotel, or with a stipend paid by Respondent if the Applicant wanted to stay with family or friends instead.

29. Michael Bunie's July 9, 2020 email also did not include the following documents, which were available to Respondent, and that pertained to lead-based paint and lead-based paint hazards in the Building, Apartment 23-3, and the other apartments and common spaces in the Building: (1) the EBLN Notice; and (2) the SOW.

30. At 5:22 p.m. on July 9, 2020, the Applicant responded by text message to Michael Bunie's inquiry as to when her baby was due, stating that the baby was due on November 22nd. Michael Bunie replied stating that he would see her the next night.

31. On July 10, 2020, Respondent again offered to lease Apartment 23-2 to the Applicant and her partner providing them with a paper copy of the lease. On July 10, 2020, the Applicant and her partner entered into and became obligated under the lease contract with Respondent to rent Apartment 23-3 from July 18, 2020 until July 31, 2021. (The Applicant and her partner are henceforth referred to as the "Lessees.") No other documents pertaining to "lead-based paint" and/or "lead-based paint hazards" in the "target housing" were provided to the Lessees either prior to or at the time they signed and became obligated under the lease agreement.

32. Having offered Apartment 23-2 for lease, Respondent qualified as a "lessor," as defined in 40 C.F.R. § 745.103. Having entered into the agreement to lease Apartment 23-2, the Lessees, qualified as "lessees," as defined in 40 C.F.R. § 745.103.

33. Appended to the lease was a Disclosure of Information on Lead-Based Paint and/or Lead-Based Hazards Form ("Disclosure Appendix"). On the Disclosure Appendix, Michael Bunie certified that "owner has provided the tenant(s) with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing." (Emphasis added). However, the only record or report listed was "Lead State Order Copy Provided."

34. On July 13, 2020, the City of Manchester issued a notice to proceed, and the lead-abatement project under the Contractor Agreement formally commenced.

35. On or about July 18, 2020, the Lessees moved into Apartment 23-2.

## **VIOLATIONS**

### **DISCLOSURE RULE VIOLATIONS**

36. EPA has identified the following violations of the Act, TSCA and the Disclosure Rule based on documents and other information obtained from the NH DHHS; the City of Manchester and its contractor, Alchemy; and EPA's investigation of the facts and circumstances underlying the violations.

37. Under Section 1018(b)(5) of the Act, 42 U.S.C. § 4852d(b)(5), and 40 C.F.R. § 745.118(e), each of the two below-referenced violations alleged in this CAFO 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 to provide lessee records or reports available to the lessor pertaining to lead-based paint and/or lead-based paint hazards in the target housing*

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

39. Pursuant to 40 C.F.R. § 745.107(a)(4), a lessor is required to provide a lessee, before the lessee is obligated under any contract to lease target housing, with any records or reports available to the lessor pertaining to lead-based paint and/or lead-based paint hazards in the target housing being sold or leased. This requirement includes records or reports regarding

common areas. This requirement also includes records or reports regarding other residential dwellings in multifamily target housing, provided that such information is part of an evaluation or reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.

40. Respondent failed to provide the Lessees with the following records or reports, which were available to it, pertaining to lead-based paint and/or lead-based paint hazards in the target housing before the Lessees became obligated under the contract to lease Apartment 23-2, which is target housing:

- i. the EBLN Notice;
- ii. a complete and legible copy of the Orders Notice;
- iii. a complete and legible copy of the Lead Investigation Survey Report; and
- iv. the SOW.

41. Respondent's failure to provide the above-listed records or reports, which were available to it, pertaining to lead-based paint and/or lead-based paint hazards in the target housing being leased before the Lessees became obligated under the contract to lease Apartment 23-2, violated 40 C.F.R. § 745.107(a)(4) and TSCA Section 409, 15 U.S.C. § 2689.

42. The above-listed violation alleged in this count is a prohibited act under TSCA Section 409 and 40 C.F.R. § 745.118(e), and is a violation for which a penalty may be assessed pursuant to Section 1018(b)(5) of the Act, 42 U.S.C. § 4852d(b)(5), and Section 16 of TSCA, 15 U.S.C. § 2615.

### **COUNT TWO**

*Failure to include list of records or reports available to the lessor pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to lessee*

43. Paragraphs 1 through 42, above, are incorporated by reference as if fully set forth herein.

44. Pursuant to 40 C.F.R. § 745.113(b)(3), each contract to lease target housing shall include, as an attachment or within the contract, a list of any records or reports available to the lessor pertaining to lead-based paint and/or lead-based paint hazards in the housing that has been provided to the lessees, or, if no such records or reports are available, the lessor shall so indicate.

45. Respondent did not include, as an attachment or within the contract to lease target housing, a list of the records or reports available to Respondent pertaining to lead-based paint and/or lead-based paint hazards in the housing that has been provided to the Lessees, specifically failing to include:

- i. the EBLL Notice;
- ii. the Lead Investigation Survey Report; and
- iii. the SOW.

46. Respondent's failure to include, as an attachment or within the contract, a list of these known and available records or reports to Respondent pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the Lessees, violated 40 C.F.R. § 745.113(b)(3) and TSCA Section 409.

47. The above-listed violation alleged in this count is a prohibited act under TSCA Section 409 and 40 C.F.R. § 745.118(e), and is a violation for which a penalty may be assessed pursuant to Section 1018(b)(5) of the Act and Section 16 of TSCA.

#### **IV. TERMS OF SETTLEMENT**

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

49. 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 that it might have as to jurisdiction and venue. Without admitting or denying the factual allegations contained in this CAFO, Respondent consents for purposes of settlement to the terms of this CAFO.

50. 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.

51. Respondent certifies that it will operate its business in compliance with Section 409 of TSCA, 15 U.S.C. § 2614 2689, and federal regulations promulgated under TSCA and the Act, including 40 C.F.R. Part 745, Subpart E, and 40 C.F.R. Part 745, Subpart F.

52. As of the effective date of this CAFO, Respondent shall provide each lessee, before the lessee is obligated under any contract to lease target housing, with all records or reports available to the lessor pertaining to lead-based paint and/or lead-based paint hazards in the target housing being leased, in compliance with 40 C.F.R. § 745.107(a)(4).

53. As of the effective date of this CAFO, Respondents shall include a list of all available records or reports, or a statement indicating none is available, in or attached to each lease contract to rent target housing, in compliance with 40 C.F.R. § 745.113(b)(3).

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 fifteen thousand six hundred and eighty-four dollars (\$15,684).

55. Respondent consents to the issuance of this CAFO, and for the purposes of settlement to the payment of the civil penalty cited in the foregoing paragraph.

56. Respondent shall pay the penalty of fifteen thousand six hundred and eighty-four dollars (\$15,684) 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 Mike Bunie Inc; Consent Agreement and Final Order, EPA Region 1,*” Respondent’s name and address, and the EPA Docket Number of this action (TSCA-01-2021-0060), 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”

At the time of payment, a copy of the check (or notification of other type of

payment) shall also be sent to (copy to John Hultgren may be sent by email):

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

and

John Hultgren, Senior Enforcement Counsel  
U.S. Environmental Protection Agency, Region 1  
5 Post Office Square, Suite 100  
Mail Code: ORC 4-2  
Boston, MA 02109-3912  
hultgren.john@epa.gov

57. 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.

58. 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.

59. 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.



60. 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 the 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.

61. 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).

62. 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.

63. 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: mikebunie@gmail.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.

64. 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:

  
\_\_\_\_\_  
Michael Bunie, Director and President  
Mike Bunie Inc

Date: 8/18/21

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

\_\_\_\_\_  
James Chow, Deputy Director for Karen McGuire, Director  
Enforcement and Compliance Assurance Division  
U.S. EPA, Region 1

Date: \_\_\_\_\_

**FINAL ORDER**

Pursuant to 40 C.F.R. § 22.18(b) and (c) of EPA’s Consolidated Rules of Practice, 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.

\_\_\_\_\_  
(Date)

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