

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

Received by
EPA Region 1
Hearing Clerk

In the Matter of:)
)
D and L Realty, LLC)
54 Cliff Street)
St. Johnsbury, VT 05819)
)
and)
)
Steven Dolgin)
54 Cliff Street)
St. Johnsbury, VT 05819)
)
Respondents.)
)
)
Proceeding under Section 16(a) of the)
Toxic Substances Control Act,)
42 U.S.C. § 2615(a).)
_____)

**EPA Docket No.
TSCA-01-2022-0011**

**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 Respondents, D and L Realty, LLC (“D and L Realty”) and Steven Dolgin (collectively, “Respondents”), violated Sections 15 and 409 of TSCA, 15 U.S.C. §§ 2614 and 2689, the Residential Lead-Based Paint Hazard Reduction Act (the “Act”), 42 U.S.C. § 4851 *et seq.*, and the 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 L, as amended (collectively referred to herein as the “Renovation, Repair and Painting Rule” or “RRP Rule”), and 40 C.F.R. Part 745, Subpart F (the

“Disclosure Rule”).

This Consent Agreement and Final Order (“CAFO”) simultaneously commences and concludes the cause of action described herein, pursuant to 40 C.F.R. §§ 22.13(b) and 22.18(b) of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (“Consolidated Rules of Practice”), at 40 C.F.R. Part 22. Complainant and 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-1978 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 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, and Section 402(a) of TSCA (*Lead-Based Paint Activities Training and Certification – Regulations*), 15 U.S.C. § 2682(a). The regulations under Section 1018 of the Act are set forth at

40 C.F.R. Part 745, Subpart F (the “Disclosure Rule”), and the regulations under TSCA Section 402(a) are set forth at 40 C.F.R. Part 745, Subpart L (commonly referred to as the “Lead-Based Paint Activities, Certification, and Training Rule” or the “LBP Activities Rule”). 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.”

4. The Disclosure Rule, in pertinent part, requires lessors of target housing to do the following:

- i. Provide to the lessee an EPA-approved lead hazard information pamphlet before the lessee becomes obligated under any contract to lease the target housing;
- ii. Provide a Lead Warning Statement in or as an attachment to the contract to lease target housing;
- iii. Provide in or as an attachment to the lease contract a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards, or indicating no knowledge thereof;

- iv. Provide in or as an attachment to the lease contract 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
- v. Provide in or as an attachment to the lease contract a statement by the lessee affirming receipt of the information set out in §§ 745.113(b)(2) and (b)(3) and the lead hazard information pamphlet.

See 40 C.F.R. §§ 745.100, 745.103, 745.107(a)(1), (a)(2), (a)(4), and 745.113(b)(1)-(6).

5. 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 requirements 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.

6. 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.

7. Pursuant to 40 C.F.R. § 745.103 and 40 C.F.R. § 745.83, the housing stock addressed by the Disclosure Rule and the RRP Rule is “target housing,” 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 6 years of age resides or is expected to reside in such housing).

8. 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.

9. 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.

10. 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, revised September 2011), or any State or Tribal pamphlet developed for the same purpose and approved by EPA under 40 C.F.R. § 745.326.

11. 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.

12. 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, planning thresholds to install weather-stripping), and interim controls that disturb painted surfaces. The term renovation does not include “minor repair and maintenance activities.”

13. 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.

14. 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.

15. Under the RRP Rule, except in circumstances specified by the regulations that are not relevant to the Respondents 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, “*Renovate Right*,” to the owner and adult occupant (if the owner does not occupy the unit) before renovation activities begin and obtain written verification that the pamphlet was provided;
- iv. Perform renovations in compliance with applicable work practice standards for any renovation, repair, and painting activities conducted; and,
- v. Retain all records necessary to demonstrate compliance with the same.

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

16. 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, such as the RRP Rule.

Pursuant to 40 C.F.R. § 745.87(a), the failure to comply with a requirement of the RRP Rule is a violation of Section 409 of TSCA. Pursuant to 40 C.F.R. § 745.87(b), the failure to establish and maintain the records required by the RRP Rule is a violation of Sections 15 and 409 of TSCA, 15 U.S.C §§ 2614 and 2689.

17. 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.

18. 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 December 23, 2020, is subject to a penalty of up to \$18,364 per day per violation (See 85 Fed. Reg. 83,818, December 23, 2020).

19. TSCA Section 16(a), 40 C.F.R. § 745.87(d), and 40 C.F.R. § 745.235(e) authorize the assessment of a civil penalty of up to \$25,000 per day per violation of the RRP Rule. 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 December 23, 2020, is subject to a penalty of up to \$41,056 per day per violation. (See 85 Fed. Reg. 83,818, December 23, 2020).

II. GENERAL ALLEGATIONS

20. On February 3, 2021, EPA received an “RRP/Lead Disclosure Referral - Steven Dolgin” (“Referral”) from the State of Vermont Department of Health, Lead and Asbestos Regulatory Program. The Referral referenced a number of target housing properties located in St. Johnsbury, Vermont, that are owned by Steven Dolgin or related entities.

21. On February 10, 2021, EPA issued an Information Request Letter (“IRL”) to Steven Dolgin regarding five of the target housing properties referenced in the Referral, including 172 North Avenue and 380 Summer Street. The IRL sought records and other information relating to compliance with Disclosure Rule and RRP Rule. Steven Dolgin submitted a response to the IRL on March 3, 2021.

22. On March 3, 2021, EPA issued IRL follow-up questions to Steven Dolgin seeking additional records and information relating to compliance with the Disclosure Rule and RRP Rule. Steven Dolgin submitted a response to the IRL follow-up questions on March 17, 2021.

D and L Realty and 380 Summer St.

23. D and L Realty is a domestic limited liability company, Manager Managed LLC subtype, organized under the laws of the State of Vermont. Steven Dolgin is D and L Realty's Manager. D and L Realty's principal place of business is 54 Cliff St., St. Johnsbury, Vermont.

24. At times relevant to this CAFO, D and L Realty owned 380 Summer Street, St. Johnsbury, Vermont ("380 Summer St."). Constructed before 1978, 380 Summer St. is multi-family residential building that constitutes "target housing," as defined in 40 C.F.R. § 745.103.

25. At various times beginning in approximately November 2018 and continuing through at least October 2020, D and L Realty employee(s) performed renovations at 380 Summer St. The renovations consisted of replacing rotten siding and new trim work ("380 Summer St. Renovations"). At the time of the Summer St. Renovations, D and L Realty's employee involved in the 380 Summer St. Renovations had a Vermont Lead Law Essential Maintenance Practices ("EMP") Certification but did not have the EPA RRP Renovator Certification.

26. D and L Realty did not obtain RRP Rule firm certification prior to performing the renovation work. D and L Realty employee(s) that performed the 380 Summer St. Renovations were neither certified renovators nor were they trained and directed by certified renovators.

27. 380 Summer Street does not satisfy the requirements for an exemption under the provisions of TSCA (including 15 U.S.C. § 2681(17)), or the RRP Rule (including 40 C.F.R. § 745.82).

28. At all times relevant to the RRP Rule violations alleged in this CAFO, D and L

Realty was a “firm,” as defined in 40 C.F.R. § 745.83.

29. The 380 Summer St. Renovations constituted “renovations” within the meaning of 40 C.F.R. § 745.83.

30. The 380 Summer St. Renovations constituted a renovation for compensation within the meaning of TSCA Section 406(b) and the RRP Rule.

Steven Dolgin and 172 North Ave.

31. Steven Dolgin owns 172 North Ave., St. Johnsbury, Vermont (“172 North Ave.”)

32. Constructed before 1978, 172 North Ave. is a two-unit residential building that constitutes “target housing,” as defined in 40 C.F.R. § 745.103. At times relevant to this CAFO, Respondent Dolgin owned 172 North Ave. 172 North Ave. does not satisfy the requirements for an exemption under the provisions of the Act.

33. At times relevant to this CAFO, Respondent Dolgin managed and offered for lease residential apartments located at 172 North Ave.

34. Respondent Dolgin was the “lessor” of 172 North Ave. As defined in 40 C.F.R. § 745.103

35. In response to the IRL, Steven Dolgin provided a copy of the most recent lease for 172 North Ave. Unit 1 and a list of lease attachments. Among the attachments that the lessees acknowledged with their signatures as receiving were “Booklet providing information and protection of lead based paint in the home” and “EMP Compliance Statement.”

36. Respondent Dolgin offered for lease 172 North Ave. Unit 1 in March of 2020. The lessees signed the lease for 172 North Ave. on March 9, 2020, and the lease term

commenced on March 8, 2020. Steven Dolgin signed the lease as “Landlord.”

III. VIOLATIONS

DISCLOSURE RULE VIOLATIONS

EPA has identified the following violations of the Act and the Disclosure Rule based on documents and other information obtained from Respondents' response to the IRL and EPA's investigation of the facts and circumstances underlying the violations.

COUNT ONE

Failure to Provide a Lead Warning Statement

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)(1), a lessor must provide a Lead Warning Statement in or as an attachment to each contract to lease target housing.

39. Respondent Dolgin failed to include a Lead Warning Statement in or attached to its contract to lease 172 North Ave. Unit 1 in March of 2020.

40. Respondent Dolgin's failure to provide a Lead Warning Statement in or attached to the contract to lease target housing violated 40 C.F.R. § 745.113(b)(1) and TSCA Section 409.

41. 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 a violation for which a penalty may be assessed pursuant to Section 1018(b)(5) of the Act and Section 16 of TSCA.

COUNT Two

Failure to Include a Statement by the Lessor Disclosing the Presence of Lead-based paint/hazards or lack of knowledge thereof

42. Paragraphs 1 through 41, above, are incorporated by reference as if fully set forth herein.

43. Pursuant to 40 C.F.R. § 745.113(b)(2), each contract to lease target housing must include in the contract or as an attachment 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 and/or lead-based paint hazards.

44. Respondent Dolgin failed to include a statement disclosing the presence of known lead-based paint or indicating no knowledge thereof in or attached to the March 2020 contract for the lease of 172 North Ave. Unit 1.

45. Respondent Dolgin's failure to attach to the contract to lease 172 North Ave. Unit 1, a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards at the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards violated 40 C.F.R. § 745.113(b)(2) and TSCA Section 409.

46. 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 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 THREE

Failure to Include a List of Records or Reports Pertaining to Lead-Based Paint

47. Paragraphs 1 through 46, above, are incorporated by reference as if fully set forth herein.

48. Pursuant to 40 C.F.R. § 745.113(b)(3), a lessor must include in or attached to any contract to lease target housing, a list of any records or reports available pertaining to lead based paint and/or lead based paint hazards in the target housing being leased or, if no such records or reports are available, the lessor shall so indicate.

49. Respondent Dolgin did not include in or attached to the contract to lease 172 North Ave. Unit 1, a list of available records or reports pertaining to lead-based paint and/or lead-based paint hazards in or an indication that no such records or reports are available.

50. Respondent Dolgin's failure to include a list of records or reports, or a statement indicating none is available, attached to its contract to lease target housing violated 40 C.F.R. § 745.113(b)(3), and TSCA Section 409.

51. 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 a violation for which a penalty may be assessed pursuant to Section 1018(b)(5) of the Act and Section 16 of TSCA.

RENOVATION, REPAIR AND PAINTING RULE VIOLATIONS

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

COUNT FOUR

Failure of Firm to Obtain Certification

52. Paragraphs 1 through 51, above, are incorporated by reference as if fully set forth herein.

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

54. At various times beginning in approximately November 2018 and continuing through at least October 2020, D and L Realty's employee(s) performed the 380 Summer St. Renovation. The 380 Summer St. Renovation did not qualify as minor maintenance and repair activities under 40 C.F.R. § 745.83.

55. At no time before or during the 380 Summer St. Renovation was D and L Realty certified as a firm under the RRP Rule.

56. D and L Realty's performance of the 380 Summer St. Renovation without having applied for or obtained firm certification under 40 C.F.R. § 745.89 constitutes a violation of 40 C.F.R. §§ 745.81(a)(2) and 745.89(a), and TSCA Section 409.

57. The above-listed violation alleged in this count is a prohibited act under TSCA Section 409 and 40 C.F.R. § 745.87(a) and a violation for which a penalty may be assessed pursuant to Section 16 of TSCA.

COUNT FIVE

Failure to Assign a Certified Renovator

58. Paragraphs 1 through 57, above, are incorporated by reference as if fully set forth herein.

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

60. At no time before or during the 380 Summer St. Renovation were individuals performing the renovation activities on behalf of D and L Realty certified renovators or trained by a certified renovator, as specified under 40 C.F.R. § 745.89(d)(1).

61. At no time before or during the 380 Summer St. Renovations was a certified renovator assigned to the 380 Summer St. Renovation, as specified under 40 C.F.R. § 745.89(d)(2).

62. D and L Realty's failure to ensure that individuals performing the renovation activities on behalf of D and L Realty were certified renovators or trained by a certified renovator violated 40 C.F.R. § 745.89(d)(1). D and L Realty's failure to ensure a certified renovator was assigned to the 380 Summer St. Renovation and carried out all of the responsibilities in 40 C.F.R. § 745.90 violated 40 C.F.R. § 745.89(d)(2).

63. The above-listed violation alleged in this count is a prohibited act under TSCA Section 409 and 40 C.F.R. § 745.87(a), and a violation for which penalties may be assessed pursuant to Section 16 of TSCA.

IV. TERMS OF SETTLEMENT

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

65. 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 waives any defenses they might have as to jurisdiction and venue. Without admitting or denying the factual allegations contained in this CAFO, Respondents consent to the terms of this CAFO.

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

67. Respondents certify that they are operating and will continue to operate their

businesses in compliance with Sections 15 and 409 of TSCA, 15 U.S.C. §§ 2614 and 2689, and federal regulations promulgated under TSCA, including 40 C.F.R. Part 745, Subpart E, 40 C.F.R. Part 745, Subpart L (collectively, the RRP Rule), and in compliance with the Act, and federal regulations promulgated under the Act, including 40 C.F.R. Part 745, Subpart F (the Disclosure Rule).

68. As of the effective date of this CAFO, Respondents shall provide the lessees of target housing a Lead Warning Statement in or attached to any contract to lease target housing, in compliance with 40 C.F.R. § 745.113(b)(1).

69. As of the effective date of this CAFO, Respondents shall provide the lessees of 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 in or attached to any contract to sell target housing, in compliance with 40 C.F.R. § 745.113(b)(2).

70. As of the effective date of this CAFO, Respondents shall include in or attach to any contract to lease target housing a list of any records or reports pertaining to lead-based paint in the target housing, or a statement indicating none is available, in compliance with 40 C.F.R. § 745.113(b)(3).

71. Respondents have applied for and obtained EPA firm certification to perform renovations or dust sampling, in compliance with 40 C.F.R. § 745.89(a) and 40 C.F.R. § 745.81(a)(2)(ii).

72. As of the effective date of this CAFO, Respondents shall ensure that a certified renovator is assigned to each renovation performed by Respondents in compliance with 40 C.F.R. § 745.89(d)(2).

73. By signing this CAFO, Respondents certify that the information they have supplied concerning this matter was at the time of submission true, accurate, and complete for each such submission, response, and statement. Respondents acknowledge that there are significant penalties for submitting false or misleading information, including the possibility of fines and imprisonment for knowing submission of such information, under 18 U.S.C. § 1001.

74. 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-four thousand one hundred ninety-nine dollars (\$24,199).

75. 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.

76. Respondents shall pay the penalty of **\$24,199** 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 D and L Realty, LLC and Steven Dolgin; Consent Agreement and Final Order, EPA Region 1,*” Respondents’ names and address, and the EPA Docket Number of this action (TSCA-01-2022-0011), 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. Environmental Protection Agency
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 (copies to Kathleen Woodward and the Regional Hearing Clerk 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
r1_hearing_clerk_filings@epa.gov

and

Kathleen E. Woodward, 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
Woodward.kathleen@epa.gov

77. 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.

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

79. 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.

80. This CAFO constitutes a settlement by and between EPA and Respondents 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 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.

81. 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).

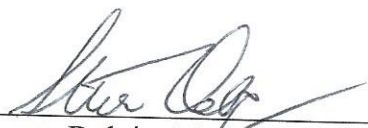
82. Each undersigned representative of the Parties to this CAFO certifies that he, she, or they are fully authorized by the Party represented to enter into the terms and conditions of this CAFO and to execute and legally bind that Party to it.

83. 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: dolgins@westelcom.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.

84. 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.

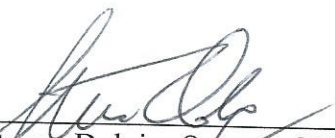
For Respondent D and L Realty, LLC:



Steven Dolgin, Manager
54 Cliff St.
St. Johnsbury, VT 05819

7/11/22
DATE

For Respondent Steven Dolgin:



Steven Dolgin, Owner of 172 North. Ave.
54 Cliff St.
St. Johnsbury, VT 05819

7/11/22
DATE

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

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

Dated by electronic signature

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. Respondents are 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.

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

Dated by electronic signature