UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1 – NEW ENGLAND

In the Matter of:	)	
	)	EPA Docket No.
Corridor Property Management, LLC	)	TSCA-01-2021-0073
20 Avon Meadow Lane	)	
Avon CT 06001	)	
	)	
Coach Lantern Apartments, LLC	)	
PO Box 9729	)	
Portland, ME 04104	)	
	)	**CONSENT AGREEMENT**
	)	**AND**
Respondents	)	**FINAL ORDER**
	)	
Proceeding under Section 16(a) of the Toxic Substances Control Act, 42 U.S.C. § 2615(a).	)	

CONSENT AGREEMENT AND FINAL ORDER

Complainant, the U.S. Environmental Protection Agency ("EPA"), pursuant to Section 16(a) of the Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2615(a), alleges that Respondents, Corridor Property Management, LLC ("Corridor") and Coach Lantern Apartments, LLC ("Coach"), violated Sections 15 and 409 of TSCA, 15 U.S.C. §§ 2614 and 2689, the Residential Lead-Based Paint Hazard Reduction Act of 1992 ("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 (*Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards Upon Sale or Lease of Residential Property*, 40 C.F.R. §§ 745.100-745.119), and Respondent Corridor has violated the federal regulations promulgated under TSCA set forth at 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").

This Consent Agreement and Final Order ("CAFO") simultaneously commences and concludes the cause of action described herein, pursuant to 40 C.F.R. §§ 22.13(b) and 22.18(b) of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits ("Consolidated Rules of Practice"), at 40 C.F.R. Part 22. Complainant and Respondents (collectively, the "Parties") agree that settlement of this matter is in the public interest and that entry of this CAFO without litigation is the most appropriate means of resolving this matter.

I. STATUTORY AND REGULATORY AUTHORITY

1. In 1992, Congress passed the Act in response to findings that low-level lead poisoning was widespread among American children, that pre-1980 American housing stock contains more than three million tons of lead in the form of lead-based paint, and that the ingestion of lead from deteriorated or abraded lead-based paint is the most common cause of lead poisoning in children. 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 before a lessee is obligated under a lease contract:

i. Ensure that the contract to lease includes a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards, or indicating no knowledge thereof; and,

ii. Ensure that the contract to lease includes within the contract or as an attachment 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.

See 40 C.F.R. §§ 745.100, 745.103, 745.107 (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. 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.

11. 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."

12. 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.

13. 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.

14. 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; and,

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.

See 40 C.F.R. §§ 745.81(a)(2) and 745.89(a) and (d).

15. 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.

16. 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.

17. 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, 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).

18. 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 $37,500 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

19. Respondent Corridor is a domestic limited liability company ("LLC") registered in the state of Connecticut and located at 20 Avon Meadow Lane, Avon, Connecticut. Corridor manages at least ten rental income properties constructed before 1978 in the United States, including the rental income properties relevant to this CAFO; Coach Lantern Apartments, Scarborough, Maine, and Carriage House Townhomes, Storrs Mansfield, Connecticut. Dan Joseph is a Partner of Corridor. Carriage House Townhomes was owned by Corridor Ventures, LLC ("Corridor Ventures") at the time of the allegations raised in this CAFO. Dan Joseph is also president of Corridor Ventures.

20. Respondent Coach is registered in the state of Maine and is a real estate holding company and owner of Coach Lantern Apartments, Scarborough, Maine. The mailing address for Coach is PO Box 9729, Portland, Maine 04104. The registered agent for Coach is Hawley R. Strait.

21. The properties that are the subjects of this action, owners and property managers are as follows:

Address	Owner	Manager
19 Coach Lantern Lane E., Scarborough, Maine	Coach Lantern Apartments, LLC	Corridor Property Management
37 Coach Lantern Lane W., Scarborough, Maine	Coach Lantern Apartments, LLC	Corridor Property Management
Carriage House Townhomes, 20 Carriage House Drive. Storrs Mansfield, Connecticut	Corridor Ventures LLC1	Corridor Property Management

All of the apartment units listed above are or were, at the time of the violations alleged in this CAFO, "target housing," as defined in 40 C.F.R. § 745.103. Furthermore, none of those apartment units satisfies the requirements for an exemption under the provisions of the Act, TSCA (including 15 U.S.C. § 2681(17)), the Disclosure Rule (including 40 C.F.R. § 745.101), or the RRP Rule (including 40 C.F.R. § 745.82).

22. On June 15, 2020, a resident of Coach Lantern Apartments contacted an EPA Inspector to report a lack of lead-safe work practices she observed during exterior renovation work at the Coach Lantern Apartments. The resident shared photos of paint chips left around the property.

23. On August 18, 2020, EPA issued an Information Request Letter ("IRL") to Dan Joseph, President, Corridor and Corridor Ventures, to evaluate Respondents' compliance with the RRP and Lead Disclosure Rules.

24. Based on Corridor and Corridor Ventures' response to the IRL, at the time of the violations alleged in this CAFO, Corridor, as the property manager and Coach, as the owner, offered 19 Coach Lantern Lane E. and 37 Coach Lantern Lane W., Scarborough, Maine, for

1 Corridor Ventures, LLC is no longer the owner of Carriage House Townhomes.

lease. Accordingly, Respondents Corridor and Coach are "lessors" as defined in 40 C.F.R. § 745.103.

25. At all times relevant to the RRP Rule violations alleged in this CAFO, Respondent, Corridor, was a "firm," as defined in 40 C.F.R. § 746.83.

26. At all times relevant to the RRP Rule violations alleged in this CAFO, Respondent Corridor hired a contractor, Lakay Building and Remodeling, to perform renovation activities at Carriage House Townhomes, 20 Carriage House Drive, Storrs Mansfield, Connecticut, that constituted a "renovation" within the meaning of 40 C.F.R. § 745.83. Respondent Corridor was responsible for painting and cleaning the project.

27. The renovation activities performed at Carriage House Townhomes constituted a "renovation for compensation" within the meaning of TSCA Section 406(b) and the RRP Rule.

LEAD DISCLOSURE RULE VIOLATIONS

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

29. Each of the four below-referenced violations alleged in this CAFO is a prohibited act under TSCA Section 409, 15 U.S.C. § 2689, the Act and 40 C.F.R. § 745.118(e), and each is a violation for which penalties may be assessed pursuant to Section 16 of TSCA, 15 U.S.C. § 2615. 32.

COUNT ONE

Failure to Provide Records or Reports to Lessee Pertaining to Lead-Based Paint and/or Lead-Based Paint Hazards

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

herein.

31. Pursuant to 40 C.F.R. § 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 leased. If no records are available, the lessor must so indicate.

32. Respondents Coach and Corridor failed to provide each of the following tenants 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 before the tenants entered into a contract to lease the specific apartments indicated, below:

i. The lessee who became obligated to rent 19 Coach Lantern Lane E. on August 28, 2020; and,

ii. The lessee who became obligated to rent 37 Coach Lantern Lane W. on June 16, 2020.

33. Respondents Coach and Corridor's failures to provide lessees of 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, or indicate no such records are available prior to the lessees becoming obligated under a contract to lease target housing violated 40 C.F.R. § 745.107(a)(4) and TSCA Section 409, 15 U.S.C. § 2689.

34. Each of the above-listed violations 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 penalties 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 a List of any Reports Pertaining to Lead-based Hazards Available to Lessor

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

36. Pursuant to 40 C.F.R. § 745.113(b)(3), a lessor must include within or as an attachment to any contract to lease target housing, a list of any records or reports available pertaining to lead passed 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.

37. Respondents did not include a list of available records or reports pertaining to lead-based paint and/or lead-based paint hazards or an indication that no such records or reports are available in or attached to its lease contracts with each of the following lessees:

i. The lessee who became obligated to rent 19 Coach Lantern Lane E. on August 28, 2020, and,

ii. The lessee who became obligated to rent 37 Coach Lantern Lane W. on June 16, 2020.

38. Respondents Coach and Corridor's failures to include a list of any reports or records pertaining to lead-based paint and/or lead-based paint hazards available to the lessor or an indication that no such records are available in or attached to the contract to lease target housing violated 40 C.F.R. § 745.113(b)(1) and TSCA Section 409.

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

RENOVATION, REPAIR AND PAINTING (RRP) RULE VIOLATIONS

40. EPA has identified the following violations of TSCA and the RRP Rule based on documents and other information obtained from Respondent as a result of the Response to the Information Request Letter and EPA's investigation of the facts and circumstances underlying the violations.

COUNT THREE
Failure of Firm to Obtain Certification

41. Paragraphs 1 through 40, above, are incorporated by reference as if fully set forth herein.

42. 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.

43. Starting in July 2019, Respondent Corridor's subcontractor, LAKAY Building and Remodeling, conducted renovation activities including kitchen demolition, removal of cabinets, and demolishing and cutting walls in six units at Carriage House Townhomes ("Carriage House"). Respondent Corridor was responsible for the painting and cleaning portions of the project which disturbed over six (6) square feet of interior painted surface at Carriage House.

The Carriage House renovation did not qualify as minor maintenance and repair activities under 40 C.F.R. § 745.83, nor was it exempt under 40 C.F.R. § 745.82.

44. According to the response to the IRL, Respondent Corridor had not applied for or obtained initial EPA-certification as a firm under 40 C.F.R. § 745.89(a)(1).

45. At no time before or during the Carriage House renovation was Respondent Corridor certified as a firm.

46. Respondent Corridor's performance of the Carriage House 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.

47. 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 is a violation for which penalties may be assessed pursuant to Section 16 of TSCA.

COUNT FOUR

Failure to Assign a Certified Renovator

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

49. 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.

50. At no time during the July 2019 renovation at the Carriage House were individuals performing the renovation activities on behalf of Corridor certified renovators or trained by a certified renovator, as required by 40 C.F.R. § 745.89(d)(1).

51. At no time was a certified renovator assigned to the Carriage House Townhomes renovation, as required by 40 C.F.R. § 745.89(d)(2).

52. Respondent Corridor's failure to ensure individuals performing the renovation activities were certified renovators or trained by a certified renovator violated 40 C.F.R. § 745.89(d)(1). Respondent Corridor's failure to ensure a certified renovator was assigned to the Carriage House renovation and carried out all of the responsibilities in 40 C.F.R. § 745.90 violated 40 C.F.R. § 745.89(d)(2).

53. 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 is a violation for which penalties may be assessed pursuant to Section 16 of TSCA.

III. TERMS OF SETTLEMENT

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

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

56. 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.

57. Respondents certify that they will 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 and the Act, including 40 C.F.R. Part 745, Subpart E, and 40 C.F.R. Part 745, Subpart F.

58. As of the effective date of this CAFO, Respondents shall provide the owner and adult occupant(s) of target housing, where it performs renovations, with any records or reports available to the lessor pertaining to lead-based paint and/or lead-based paint hazards, in compliance with 40 C.F.R. § 745.07(a)(4).

59. As of the effective date of this CAFO, Respondents shall include a list of any records or reports pertaining to lead-based paint or lead-based paint hazards available to the lessor, 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).

60. Respondent Corridor has 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).

61. As of the effective date of this CAFO, Respondent Corridor shall ensure that all individuals performing renovation activities on its behalf are either certified renovators or trained by a certified renovator in compliance with 40 C.F.R. § 745.89(d)(1) assign a certified renovator to each renovation performed by Respondent in compliance with 40 C.F.R. § 745.89(d)(2).

62. As of the effective date of this CAFO, Respondent Corridor will 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 compliance with 40 C.F.R. § 745.86(a).

63. 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 thirty-eight thousand one hundred eighty-five dollars ($38,185).

64. 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.

65. Respondents Coach and Corridor shall pay the penalty of thirty-one thousand three hundred sixty-eight dollars ($31,368) for the violations cited in Count One and Count Two herein under the Disclosure Rule; and Respondent Corridor shall pay a penalty of six thousand eight hundred seventeen dollars ($6,817) for the violations cited in Counts 3 and 4 herein under the RRP Rule, for a total penalty of thirty-eight thousand one hundred eighty-five dollars ($38,185), 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 Corridor Property Management and Coach Lantern Apartments*; Consent Agreement and Final Order, EPA Region 1," Respondent's name (or Respondents' names) and address, and the EPA Docket Number of this action (TSCA-01-2021-0073), 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 to (copy to Sheryl Rosner 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

Sheryl Rosner, Enforcement Counsel
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100
Mail Code: ORA 1
Boston, MA 02109-3912
Rosner.Sheryl@epa.gov

66. 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.

67. 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.

68. 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 57 through 63 above are restitution, remediation, or required to come into compliance with the law.

69. 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.

70. 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.

71. 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).

72. 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.

73. 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 addresses for Respondent Corridor: dan@corridorventures.com; for Respondent Coach: hstrait@bernsteinshur.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.

74. Each Party shall bear its own costs and attorneys' fees in connection with the action resolved by this CAFO. Respondents specifically waive any right to recover such costs from EPA pursuant to the Equal Access to Justice Act, 5 U.S.C. § 504, or other applicable law.

For Respondents:

Date: 10/19/21

Dan Joseph, President
Corridor Property Management, LLC

Date: 10/19/21

Andrew M. Davis
Coach Lantern Apartments, LLC

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

JAMES CHOW Digitally signed by JAMES CHOW Date: 2021.10.19 13:57:01 -04'00'

Date: _____

James Chow, Deputy Director
for Karen McGuire, Director
Enforcement and Compliance Assurance Division
EPA, Region 1

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 JENSEN Digitally signed by LEANN JENSEN Date: 2021.10.19 17:06:25 -04'00'

_____ _____

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