



August 1, 2024

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Region 1
5 Post Office Square, Suite 100
Boston, Massachusetts 02109-3912**

**Expedited Settlement Agreement
Issued under Section 16 of TSCA, 15 U.S.C. § 2615
and 40 C.F.R. § 22.13(b) and 22.18(b)
Docket Number TSCA-01-2024-0059**

The U.S. Environmental Protection Agency ("EPA") finds that Respondent, Squire Contracting, LLC of 7 Maple Ct, Waterford, CT 06385 ("Respondent"), failed to comply with the Renovation, Repair and Painting ("RRP") Rule set forth at 40 C.F.R. Part 745, Subpart E, promulgated under Sections 402(c) and 406(b) of the Toxic Substances Control Act ("TSCA"), 15 U.S.C. §§ 2682(c) and 2686(b), during a "renovation," as defined at Section 401(17) of TSCA, 15 U.S.C. § 2681(17), and 40 C.F.R. § 745.83, of "target housing," as defined at 40 C.F.R. § 745.103, at 41 Butternut Road, 77 Hornbeam Road, and 2 Thompkins Street in Groton Connecticut, 06340.

EPA finds that Respondent was subject to the RRP Rule, and failed to comply with the following requirements when it performed renovation work at 41 Butternut Road in May 2020, 77 Hornbeam Road on March 1, 2021, and 2 Thompkins Street on June 30, 2021, in Groton Connecticut, 06340:

- 1) Certification requirements, by failing to obtain initial firm certification, under 40 C.F.R. § 745.89(a) pursuant to 40 C.F.R. § 745.81(a)(2)(ii).
- 2) Recordkeeping requirements, by failing to retain records for three years following completion of a renovation, under 40 C.F.R. § 745.86.
- 3) Pre-renovation education requirements, by failing to obtain written acknowledgement of receipt or a certificate of mailing of the Renovate Right pamphlet, under 40 C.F.R. § 745.84(a)(1) pursuant to 40 C.F.R. § 745.81(b).

Section 16(a) of TSCA, 15 U.S.C. § 2615(a), as amended by the Debt Collection Improvement Act of 1996, 31 U.S.C. § 3701, and 40 C.F.R. Part 19, authorize assessment of a civil penalty of up to \$48,512 per day per violation, for violations occurring on or after December 27, 2023.

For the purpose of this proceeding, Respondent admits it is subject to the RRP Rule and TSCA and that EPA has jurisdiction over Respondent. Respondent neither admits nor denies the specific factual allegation stated above, consents to the assessment of the penalty below, and waives any objections it may have to EPA's jurisdiction in this matter.

The parties enter into this Expedited Settlement Agreement ("Agreement") in order to settle the civil violations alleged above. Pursuant to TSCA and the Consolidated Rules of Practice at 40 C.F.R. Part 22, based on the nature of the violations and other relevant factors, EPA has determined that an appropriate civil penalty to settle this action is in the amount of **\$7,000**. Respondent consents to the issuance of this Agreement and consents to the payment of such penalty. Furthermore, Respondent agrees that consistent with section 162(f)(1) of the Internal Revenue Code, 26 U.S.C. § 162(f)(1), Respondent will not deduct penalties paid under this Agreement for federal tax purposes.

Respondent certifies that Respondent has sent a certified check, with case name and docket number noted ("In the Matter of Squire Contracting, LLC of Waterford, CT, Docket No. TSCA-01-2024-0059"), in the amount of **\$7,000**, payable to "Treasurer, United States of America," and mailed the check to: U.S. EPA, Fines and Penalties, Cincinnati Finance Center, P.O. Box 979077, St. Louis, MO 63197-9000.

Respondent shall also email a copy of the check to:

EPA Regional Hearing Clerk
r1_hearing_clerk_filings@epa.gov

and to:

Taylor Murphy
U.S. Environmental Protection Agency
Federal Facilities Enforcement Office
murphy.taylor@epa.gov

Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and 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. Respondent consents to the assessment of the penalty and waives its right to: (1) contest the findings of violation specified in this Agreement; and (2) a judicial or administrative hearing or appeal on any issue of law or fact set forth herein.

Additionally, Respondent certifies, subject to civil and criminal penalties for making a false statement to the U.S. Government, that it has corrected all violations and is in full compliance

with the RRP Rule including, retaining renovator and firm certification and obtaining written acknowledgement of receipt or a certificate of mailing of the Renovate Right pamphlet from the property owner or occupant.

This Agreement settles EPA's civil penalty claims against Respondent for the violations specified above. EPA does not waive its right to take enforcement action against Respondent for any other past, present, or future violations of the RRP Rule, TSCA, or of any other federal statute or regulation.

Respondent agrees to acceptance of the Complainant's: (1) digital or an original signature on this Agreement; and (2) service of the fully executed Agreement on the Respondent by mail or electronically by e-mail at the email address provided under Respondent's signature. Respondent understands that the mailing or e-mail address may be made public when the Agreement and Certificate of Service are filed and uploaded to a searchable database. Complainant agrees to acceptance of the Respondent's digital or an original signature on this Agreement.

Nothing in this agreement is intended to, nor shall be construed to operate in any way to resolve any criminal liability of Respondent, and nothing in this Agreement shall be construed to limit EPA's authority to undertake any action against Respondent in response to conditions that may present an imminent and substantial endangerment. Each party shall bear its own costs and fees, if any. Respondent specifically waives any right to recover costs pursuant to the Equal Access to Justice Act, 5 U.S.C. § 504.

If Respondent does not sign and return this Agreement within **thirty (30) calendar days** of the date of its receipt, this proposed settlement is withdrawn without prejudice to EPA's ability to file any other enforcement action for the violations identified herein.

This Agreement is binding on the parties signing below. Upon signature of the parties and approval by the Regional Judicial Officer, this Agreement shall be transmitted to the EPA Regional Hearing Clerk. In accordance with 40 C.F.R. § 22.31(b), this Agreement is effective upon transmission of the approved Agreement to the EPA Regional Hearing Clerk.

APPROVED BY Squire Contracting, LLC:

Name (print): Andrew Dehler 860.857.5261

Title (print): Owner

Email address: squirecoofing@gmail.com

Signature:  Date: 8.3.24

APPROVED BY EPA:

James Chow, Director
Enforcement and Compliance Assurance Division
U.S. EPA – Region 1 (New England)

Date: _____

Andrew Dehler
7 Maple Ct
Waterford, CT 06385
860.857.5261

Taylor-Murphy
202-564-0113

IT IS SO ORDERED:

LeAnn Jensen
Regional Judicial Officer
U.S. EPA – Region 1 (New England)

Date: _____