



REGION 1

BOSTON, MA 02109

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**U.S. EPA REGION 1
HEARING CLERK**

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-01-2025-0065**

The U.S. Environmental Protection Agency (“EPA”) finds that Respondent, Wesley and Marcelo Home Improvement Inc. dba WM Home Improvement of 1550 Falmouth Road, Centerville, MA 02632 (“Respondent”), failed to comply with the Massachusetts Deleading and Lead-Safe Renovation Regulations (“MA RRP Rule”), 454 CMR 22.00, *et seq.* These regulations are analogous to the federal Lead Renovation, Repair and Painting Rule (“RRP Rule”) set forth at 40 C.F.R. Part 745, Subpart E, and promulgated under Sections 402(c) and 406(b) of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. §§ 2682(c) and 2686(b). Under Section 404 of TSCA, 15 U.S.C. § 2684, the Administrator is authorized to approve state applications to administer and enforce regulations established under Sections 402 and 406. Massachusetts has a federally-approved State program.

EPA finds that Respondent, Wesley and Marcelo Home Improvement Inc. dba WM Home Improvement of 1550 Falmouth Road, Centerville, MA 02632 (“Respondent”), failed to comply with the MA RRP Rule, during a “renovation,” as defined in 454 CMR 22.02, of “target housing,” as defined in 454 CMR 22.03, at Hanscom Air Force Base.

EPA finds that Respondent was subject to the MA RRP Rule, and failed to comply with the following requirements when it performed renovation work on behalf of Hanscom Family Housing, LLC, managed by Hunt Military Communities MGMT., LLC, at 86 Offutt Road, Hanscom AFB, MA 01731:

- 1) Certification requirements, by failing to obtain a Lead-Safe Renovation Contractor license, under 454 CMR 22.03(3), which references 454 CMR 22.04.

2) Recordkeeping requirements, by failing to retain records for three years following completion of a renovation, under 454 CMR 22.13(2) and 454 CMR 22.13(4).

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, authorizes assessment of a civil penalty of up to \$49,772 per day per violation, for violations occurring on or after November 2, 2015. For the purpose of this proceeding, Respondent admits it is subject to the MA 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 set forth below, and waives any objections it may have to EPA's jurisdiction in this matter. Respondent waives any rights or defenses that Respondent has or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial, and waives any right to challenge the lawfulness of the final order accompanying the consent agreement.

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 \$2,000. 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 shall not claim the payment as a tax-deductible expenditure for purposes of federal, state, or local law.

Respondent certifies that Respondent has sent a certified check, with case name and docket number noted ("In the Matter of Wesley and Marcelo Home Improvement of Centerville, MA, Docket No. TSCA-01-2025-0065"), in the amount of \$2,000, 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:

Lauren Stettz
U.S. Environmental Protection Agency
Federal Facilities Enforcement Office
Stettz.lauren@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 MA RRP Rule including, obtaining a Lead-Safe Renovation Contractor license 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 MA 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.

Docket Number: TSCA-01-2025-0065

APPROVED BY: Wesley and Marcelo Home Improvement Inc.

Name (print): MARCELLO BAKHOSY

Title (print): President

Email address: WM HOME IMPROVEMENTS16@GMAIL.COM

Signature: 

Date: 08/07/25

APPROVED BY EPA:

(Dated by Electronic Signature)

Elizabeth Kudarauskas, Deputy Director
Enforcement and Compliance Assurance
Division U.S. EPA – Region 1 (New England)

for

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

IT IS SO ORDERED:

Michael J. Knapp
Regional Judicial Officer
U.S. EPA – Region 1 (New England)

(Dated by Electronic Signature)