

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

\_\_\_\_\_ )  
 In the Matter of: )  
 )  
 Chinburg Management, LLC and )  
 Washington Street Mill, LLC )  
 3 Penstock Way )  
 Newmarket, NH 03857 )  
 )  
 )  
 Respondents. )  
 )  
*Proceeding under Section 16(a) of the* )  
*Toxic Substances Control Act,* )  
*42 U.S.C. § 2615(a).* )  
 \_\_\_\_\_ )

EPA Docket No.  
TSCA-01-2024-0054

**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, Chinburg Management, LLC and Washington Street Mill, LLC, violated Section 409 of TSCA, 15 U.S.C. § 2689, the Residential Lead-Based Paint Hazard Reduction Act (the “Act”), 42 U.S.C. § 4851 *et seq.*, and federal regulations promulgated pursuant to 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 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.

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. The regulations under Section 1018 of the Act are set forth at 40 C.F.R. Part 745, Subpart F (the “Disclosure Rule”).

3. The Disclosure Rule, in pertinent part, requires lessors of target housing to do the following before a lessee is obligated under a lease contract:

- a. Provide to lessees an EPA-approved lead hazard information pamphlet;
- b. Disclose to lessees the presence of known lead-based paint/hazards;
- c. Ensure that the contract to lease includes a Lead Warning Statement;
- d. 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,
- e. Ensure that the contract to lease includes 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. §§ 745.107(a)(1), 107(a)(2), and 745.113(b)(1)–(6).

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

5. Pursuant to 40 C.F.R. § 745.103, the housing stock addressed by the Disclosure Rule as “target housing” is 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 six years of age resides in or is expected to reside in such housing).

6. 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.

7. 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.

8. 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 January 6, 2023, is subject to a penalty of up to \$21,018. *See 88 Fed. Reg. 986, 989 (Jan. 6, 2023).*

## **II. GENERAL ALLEGATIONS**

9. Respondents, Chinburg Management, LLC and Washington Street Mill, LLC, are limited liability companies organized under the laws of the State of New Hampshire. They manage and own, respectively, an apartment building called Washington Street Mills located at 1 Washington Street, Dover, New Hampshire.

10. Respondents are part of Chinburg Properties, a trade name for a group of companies that own, offer for lease, and manage at least 15 target housing buildings located in New Hampshire (13 buildings), Maine (one building), and Massachusetts (one building). Of the total 1,400 residential units leased, 1,033 are considered target housing.

11. At all times relevant to the allegations in this CAFO, Respondents offered for lease the following residential units at Washington Street Mills:

- a. On November 28, 2018, a tenant entered into a lease for 1 Washington Street #3218, Dover, New Hampshire, hereinafter referred to as “#3218.” On August 8, 2021, the tenant renewed the lease by entering into a month-to-month lease agreement for #3218. One child under six years old is currently a resident;
- b. On May 25, 2021, a tenant entered into a lease for 1 Washington Street #2207, Dover, New Hampshire, hereinafter referred to as “#2207”;

- c. On October 29, 2021, a tenant entered into a lease for 1 Washington Street #5207, Dover, New Hampshire, hereinafter referred to as “#5207”;
- d. On May 26, 2021, a tenant entered into a lease for 1 Washington Street #2216, Dover, New Hampshire, hereinafter referred to as “#2216”;
- e. On May 18, 2022, a tenant entered into a lease for 1 Washington Street #4217, Dover, New Hampshire, hereinafter referred to as “#4217”;
- f. On May 12, 2022, a tenant entered into a lease for 1 Washington Street #1208, Dover, New Hampshire, hereinafter referred to as “#1208”;
- g. On October 7, 2021, a tenant entered into a lease for 1 Washington Street #1215, Dover, New Hampshire, hereinafter referred to as “#1215”;
- h. On February 27, 2023, a tenant entered into a lease for 1 Washington Street #2202, Dover, New Hampshire, hereinafter referred to as “#2202”;
- i. On January 25, 2022, a tenant entered into a lease for 1 Washington Street #5204, Dover, New Hampshire, hereinafter referred to as “#5204”;
- j. On January 11, 2022, a tenant entered into a lease for 1 Washington Street #4205, Dover, New Hampshire, hereinafter referred to as “#4205”;
- k. On September 28, 2021, a tenant entered into a lease for 1 Washington Street #4213, Dover, New Hampshire, hereinafter referred to as “#4213”;
- l. On February 1, 2023, a tenant entered into a lease for 1 Washington Street #3212, Dover, New Hampshire, hereinafter referred to as “#3212”; and
- m. On June 10, 2021, a tenant entered into a lease for 1 Washington Street #3208, Dover, New Hampshire, hereinafter referred to as “#3208.”

12. The apartment units listed in Paragraph 11 were, at the time of the violations alleged in this CAFO, “target housing,” as defined in 40 C.F.R. § 745.103. Furthermore, the apartment units did not satisfy the requirements for an exemption under the provisions of the Act, TSCA (including 15 U.S.C. § 2681(17)), or the Disclosure Rule (including 40 C.F.R. § 745.101).

13. Pursuant to 40 C.F.R. § 745.103, Washington Street Mill, LLC is the “owner” of the residential units listed in Paragraph 11.

14. Pursuant to 40 C.F.R., § 745.103, Chinburg Management, LLC and Washington Street Mill, LLC are the “lessors” of residential units listed in Paragraph 11.

15. Lead concerns at the Washington Street Mills property were brought to EPA’s attention by two separate tenant families, as follows:

a. In March 2023, a tenant family with a young child notified EPA that they had been informed by the New Hampshire Department of Health and Human Services that their child’s blood lead level was elevated.

b. Soon after the first notification, another tenant family residing in #3218 came to EPA with concerns over potential lead paint and lead dust hazards in their own unit, and informed EPA of a prior incident from 2020.

c. On September 15, 2020, the tenant family of #3218 noticed a haze in their apartment and notified Respondent Chinburg Management, LLC. It was determined that dust was coming into the unit from ongoing renovations on the first and second floors of the building. Unknown to the tenant family at the time, the renovations included sandblasting of asbestos and lead paint in a work area located below their unit.

d. Chinburg Management, LLC halted construction, spot-cleaned the dust in #3218, and contracted for a private lead inspection with RPF Environmental, Inc. (“RPF”). RPF is a private environmental consultant that conducts lead inspections and lead paint testing.

e. RPF inspected unit #3218, collected lead dust wipe samples in the unit, and collected air samples where abatement activities had taken place.

f. On September 16, 2020, Chinburg Management, LLC received email correspondence from RPF regarding the results of the inspection. Results indicated excessive lead dust levels in #3218. At that time, Chinburg Management, LLC did not inform the tenant family of #3218 of the RPF test results. Chinburg Management, LLC did not return to clean the unit or hire a lead abatement firm to clean it.

g. On August 8, 2021, the tenant family agreed to a month-to-month lease renewal for #3218. At the time of the renewal, Chinburg Management LLC did not provide the tenant family with a record of the RPF test results indicating that lead-dust hazards had been found in #3218.

h. Since November 2022, one child under six years old has been residing at #3218.

i. Chinburg Management LLC did not provide the tenant family of #3218 with the RPF testing results until 2023, when EPA began its own investigation into the first tenant-family’s complaint.

16. On April 26, 2023, an authorized representative of EPA conducted an inspection to determine Respondents’ compliance with the Disclosure Rule at the Washington Street Mills property. Based upon EPA’s review of information and documents obtained from the

Respondents, EPA has identified the violations of TSCA, the Act, and the Disclosure Rule described below.

### III. VIOLATIONS

17. Each of the below-referenced violations alleged in this CAFO is a prohibited act under TSCA Section 409, 15 U.S.C. § 2689 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.

#### Count One

##### *Failure Disclose the Presence of Known Lead-Based Paint and/or Lead-based Paint Hazards*

18. Paragraphs 1 through 17 above are incorporated by reference as if fully set forth herein.

19. Pursuant to 40 C.F.R. § 745.107(a)(2), before a lessee is obligated to lease target housing, the lessor shall disclose to the lessee the presence of any known lead-based paint or lead-based paint hazards in the target housing being leased. The lessor shall also disclose any additional information available concerning the lead-based paint and/or lead-based paint hazards such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.

20. Respondents did not disclose to the tenants of #3218, prior to the lease renewal of that unit, the presence of known lead-based paint and/or lead-based paint hazards in the that unit. At the time of the lease renewal transaction, Respondents were in possession of the records of lead dust testing described in Paragraphs 15.d. through 15.f.



21. Respondents' failure to disclose, before the tenants of #3218 became obligated under the lease renewal contract for that unit, the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased, violated 40 C.F.R. § 745.107(a)(2), and TSCA Section 409.

**Count Two**

*Failure to Provide Any Records or Reports Pertaining to Lead-based Paint and/or Lead-based Paint Hazards*

22. Paragraphs 1 through 21 above are incorporated by reference as if fully set forth herein.

23. Pursuant to 40 C.F.R. § 754.107(a)(4), before a lessee is obligated to lease target housing, 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.

24. Respondents did not provide to the tenants of #3218, prior to the lease renewal of that unit, the records and reports of known lead-based paint and/or lead-based paint hazards in that unit. At the time of the lease renewal transaction, Respondents were in possession of the records of lead dust testing described in Paragraphs 15.d. through 15.f. Respondents did not provide the records of lead-dust testing to the tenants of #3218 until after EPA's inspection in April 2023.

25. Respondents' failure to provide, before the tenants of #3218 became obligated under the lease renewal contract for that unit, records of the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased violated 40 C.F.R. § 745.107(a)(4), and TSCA Section 409.

**Count Three**

*Failure to Include, as an Attachment or Within a Contract to Lease Target Housing, a List of Any Records or Reports Available to the Lessor that Pertain to the Presence of Any Known Lead-Based Paint and/or Lead-Based Paint Hazards in the Target Housing or to Indicate that No Such Records are Available*

26. Paragraphs 1 through 25 above are incorporated by reference as if fully set forth herein.

27. Pursuant to 40 C.F.R. § 745.113(b)(3), contracts to lease target housing must include, either as an attachment or within the lease contract, including a lease renewal contract, a list of any records or reports available to the lessor pertaining to the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being leased, or an indication that no such records are available.

28. Respondents did not include, within or attached to the renewal lease contract with the lessee listed in Paragraph 11.a., #3218, a list of the available records or reports pertaining to lead-based paint and/or lead-based paint hazards in the apartment unit.

29. Based on the RPF inspection records and email correspondence identifying lead-based dust hazards in #3218, described in Paragraph 15, Respondents knew of the presence of lead-based paint and/or lead-based paint hazards in #3218. Respondents were in possession of the records of lead dust testing described in Paragraphs 15.d. through 15.f. at the time of these lease renewal transaction.

30. Respondents did not provide to the lessee, as an attachment or within the lease renewal contract, a list of any records or reports available, including the RPF report, pertaining to the presence of known lead-based paint and/or lead-based paint hazards in the unit. Respondents did not provide the lessee with records of the presence of known lead-based paint and/or lead-based paint hazards in the #3218 until July 2023, two years after the lease renewal.

31. Respondent's failure to include a list of records or reports pertaining to lead-based paint and/or lead-based paint hazards within or attached to the lease renewal contract to rent target housing violated 40 C.F.R. § 745.113(b)(3), and TSCA Section 409.

#### **Count Four**

*Failure to Include, as an Attachment or Within the Contract to Lease Target Housing, the Signatures of the Lessors, Agents, and Lessees Certifying to the Accuracy of Their Statements, as well as Dates of Said Signatures, Pursuant to 40 C.F.R. § 745.113(b)(6)*

32. Paragraphs 1 through 31 above are incorporated by reference as if fully set forth herein.

33. Pursuant to 40 C.F.R. § 745.113(b)(6), contracts to lease target housing must include in or attached to the lease contracts, the dated signatures of the lessors, agents, and lessees certifying the accuracy of their statements.

34. Respondents failed to provide up-to-date signatures certifying the accuracy of their statements in or attached to the lease contracts for all lessees listed in Paragraph 11.

35. Respondents' failure to accurately date the Certifications of Accuracy in or attached to the lease contracts for the lessees of target housing described in Paragraph 11 violated 40 C.F.R. § 745.113(b)(6), and TSCA Section 409.

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

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

37. 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 it 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.

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

39. Respondents certify that they will operate their business in compliance with Section 409 of TSCA, 15 U.S.C. § 2689, the Act, and federal regulations promulgated under TSCA and the Act, including 40 C.F.R. Part 745, Subpart F.

40. As of the effective date of this CAFO, and in compliance with 40 C.F.R. § 745.107(a)(2), Respondents shall disclose to tenants, before the tenants become obligated under a contract to lease target housing, the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being leased.

41. As of the effective date of this CAFO, and in compliance with 40 C.F.R. § 745.107(a)(4), Respondents shall provide to tenants, before the tenants become obligated under a contract to lease target housing, 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.

42. As of the effective date of this CAFO, and in compliance with 40 C.F.R. § 745.113(b)(3), Respondents shall include in or attach to each lease contract to lease target housing a list of records or reports available to Respondents pertaining to lead-based paint and/or lead-based paint hazards in the target housing being leased.

43. As of the effective date of this CAFO, and in compliance with 40 C.F.R. § 745.113(b)(6), Respondents shall include in or attach to each lease contract to lease target housing the signatures of the lessors, agents, and lessees, certifying the accuracy of their statements, to the best of their knowledge, along with the dates of each signature.

44. 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 forty-two thousand dollars (\$42,000).

45. 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.

46. Respondents agree to pay a civil penalty in the amount of forty-two thousand dollars (\$42,000) (“Assessed Penalty”) within thirty (30) days after the date the Final Order ratifying this Agreement is filed with the Regional Hearing Clerk (“Filing Date”).

47. Respondents shall pay the Assessed Penalty and any interest, fees, and other charges due using any method, or combination of appropriate methods, as provided on the EPA website: <https://www.epa.gov/financial/makepayment>. For additional instructions see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>.

48. When making a payment, Respondents shall:

- a. Identify every payment with Respondents' names and the docket number of this Agreement, TSCA-01-2024-0054,
- b. Concurrently with any payment or within 24 hours of any payment, Respondents shall serve proof of such payment to the following person(s):

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  
email to: [rl\\_hearing\\_clerk\\_filings@epa.gov](mailto:rl_hearing_clerk_filings@epa.gov)

Lindsey Short, Enforcement Counsel  
U.S. Environmental Protection Agency, Region 1  
5 Post Office Square, Suite 100  
Mail Code: ORC: 4-WC  
Boston, MA 02109-3912  
[short.lindsey@epa.gov](mailto:short.lindsey@epa.gov)

and

U.S. Environmental Protection Agency  
Cincinnati Finance Center  
Via electronic mail to:  
[CINWD\\_AcctsReceivable@epa.gov](mailto:CINWD_AcctsReceivable@epa.gov)

“Proof of payment” means, as applicable, a copy of the check, confirmation of credit card or debit card payment, or confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to EPA requirements, in the amount due, and identified with the appropriate docket number and Respondents' names.

49. Pursuant to 15 U.S.C. § 2615, 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R.

§ 13.11, if Respondents fail to timely pay any portion of the Assessed Penalty per this

Agreement, the entire unpaid balance of the Assessed Penalty and all accrued interest shall become immediately due and owing, and EPA is authorized to recover the following amounts:

- a. Interest. Interest begins to accrue from the Filing Date. If the Assessed Penalty is paid in full within thirty (30) days, interest accrued is waived. If the Assessed Penalty is not paid in full within thirty (30) days, interest will continue to accrue until any unpaid portion of the Assessed Penalty as well as any interest, penalties, and other charges are paid in full. To protect the interests of the United States the rate of interest is set at the Internal Revenue Service (“IRS”) standard underpayment rate, any lower rate would fail to provide Respondents adequate incentive for timely payment.
- b. Handling Charges. Respondents will be assessed monthly a charge to cover EPA’s costs of processing and handling overdue debts. If Respondents fail to pay the Assessed Penalty in accordance with this Agreement, EPA will assess a charge to cover the costs of handling any unpaid amounts for the first thirty (30) day period after the Filing Date. Additional handling charges will be assessed each subsequent thirty (30) days, or any portion thereof, until the unpaid portion of the Assessed Penalty, as well as any accrued interest, penalties, and other charges are paid in full.
- c. Late Payment Penalty. A late payment penalty of six percent (6%) per annum, will be assessed monthly on all debts, including any unpaid portion of the Assessed Penalty, interest, and other charges, that remain delinquent more than ninety (90) days.

50. In addition to the amounts described in the prior Paragraph, if Respondents fail to timely pay any portion of the Assessed Penalty, interest, or other charges and penalties per this

Agreement, EPA may take additional actions. Such actions may include, but are not limited to, the following:

- a. Refer the debt to a credit reporting agency or a collection agency, per 40 C.F.R. §§ 13.13 and 13.14.
- b. Collect the debt by administrative offset (i.e., the withholding of money payable by the United States government to, or held by the United States government for, a person to satisfy the debt the person owes the United States government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, 40 C.F.R. Part 13, Subparts C and H.
- c. Suspend or revoke Respondents' licenses or other privileges, or suspend or disqualify Respondents from doing business with EPA or engaging in programs EPA sponsors or funds, 40 C.F.R. § 13.17.
- d. Per 15 U.S.C. § 2615(a), the Attorney General will bring a civil action in the appropriate district court to recover the full remaining balance of the debt plus interest. In such an action, the validity, amount, and appropriateness of the Assessed Penalty shall not be subject to review.

51. Pursuant to 26 U.S.C. § 6050X and 26 C.F.R. § 1.6050X-1, EPA is required to send to the IRS annually, a completed IRS Form 1098-F ("Fines, Penalties, and Other Amounts") with respect to any court order or settlement agreement (including administrative settlements), that require a payor to pay an aggregate amount that EPA reasonably believes will be equal to, or in excess of, \$50,000 for the payor's violation of any law or the investigation or inquiry into the payor's potential violation of any law, including amounts paid for "restitution or



remediation of property” or to come “into compliance with a law.” EPA is further required to furnish a written statement, which provides the same information provided to the IRS, to each payor (i.e., a copy of IRS Form 1098-F). Failure to comply with providing IRS Form W-9 or Tax Identification Number (“TIN”), as described below, may subject Respondents to a penalty, per 26 U.S.C. § 6723, 26 U.S.C. § 6724(d)(3), and 26 C.F.R. § 301.6723-1. In order to provide EPA with sufficient information to enable it to fulfill these obligations, EPA herein requires, and Respondents herein agree, that:

- a. Each Respondent shall complete an IRS Form W-9 (“Request for Taxpayer Identification Number and Certification”), which is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>;
- b. Each Respondent shall therein certify that its completed IRS Form W-9 includes Respondents’ correct TIN or that Respondent has applied and is waiting for issuance of a TIN;
- c. Each Respondent shall email its completed Form W-9 to EPA’s Cincinnati Finance Center at [chalifoux.jessica@epa.gov](mailto:chalifoux.jessica@epa.gov), within 30 days after the Final Order ratifying this Agreement is filed, and EPA recommends encrypting IRS Form W-9 email correspondence; and
- d. In the event that a Respondent has certified in its completed IRS Form W-9 that it has applied for a TIN and that TIN has not been issued to that Respondent within 30 days after the effective date, then that Respondent, using the same email address identified in the preceding sub-paragraph, shall further:

- i. notify EPA's Cincinnati Finance Center of this fact, via email, within 30 days after the 30 days after the effective date of this CAFO; and
- ii. provide EPA's Cincinnati Finance Center with Respondent's TIN, via email, within five (5) days of Respondent's issuance and receipt of the TIN.

52. 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.

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

54. 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.

55. This CAFO constitutes a settlement by and between EPA and Respondents of all claims for civil penalties pursuant to TSCA and the Act 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

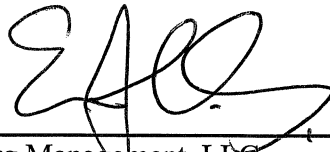
may present an imminent and substantial endangerment to the public health, welfare, or the environment.


56. 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.

57. 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: [echinburg@chinburg.com](mailto:echinburg@chinburg.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.

58. 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:

  
Chinburg Management, LLC MGR Date 8/22/24

  
Washington Street Mill, LLC MGR Date 8/22/24

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

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James Chow, Director  
Enforcement and Compliance Assurance Division  
U.S. Environmental Protection Agency, Region 1

**FINAL ORDER**

Section 16(a)(2)(C) of TSCA, 15 U.S.C. § 2615(a)(2)(C), authorizes EPA to compromise with or without conditions the maximum civil penalties which may be imposed under that Section. EPA has made such a compromise by applying the penalty factors set forth in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), to the facts and circumstances of this case, including the nature, circumstances, extent and gravity of the violations and with respect to the violator, ability to pay effect on ability to continue in business, any history of prior such violations, and the degree of culpability.

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.

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LeAnn Jensen  
Regional Judicial Officer  
U.S. Environmental Protection Agency, Region 1