

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY



IN THE MATTER OF:)
)
ACCEL SCHOOLS OHIO LLC)
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)
)
RESPONDENT)
)
)
Proceeding under Section 7003 of)
the Resource Conservation and)
Recovery Act, 42 U.S.C. Section)
6900, et seq., as amended.)
_____)

EPA DOCKET NO.
RCRA-05-2024-0019

RCRA Section 7003 ADMINISTRATIVE ORDER ON CONSENT

I. INTRODUCTION

This Administrative Order on Consent (AOC) is entered into voluntarily by the United States Environmental Protection Agency, Region 5 (EPA) and Respondent, ACCEL SCHOOLS OHIO LLC (ACCEL). This AOC provides for the performance of lead and asbestos abatement, testing, analysis, and reporting pursuant to Section 7003(a) of the Resource Conservation and Recovery Act (RCRA), 42 U.S.C. Section 6973(a), by Respondent in connection with the properties located at 1408 Rigby Street, Youngstown, Ohio 44506; 261 Elm Road, Warren, Ohio 44483; and 45 S. Chestnut Avenue, Niles, Ohio 44446 (together, the Schools). In entering into this AOC, the mutual objectives of EPA and Respondent are to identify, investigate, remedy, and/or prevent the potential endangerment to human health and/or the environment from activities involving solid waste or constituents of such wastes, and to ensure that the work ordered by EPA be designed and implemented to protect human health and/or the environment. These mutual objectives are described in Section III, Work Required Under This Order. Respondent's participation in this AOC shall not constitute or be construed as an admission of liability. Respondent neither admits nor denies the factual allegations and legal conclusions set forth in this AOC.

Pursuant to Section 7003 of RCRA, once EPA determines that past or present handling, storage, treatment, transportation or disposal of any solid waste or hazardous waste may present an imminent and substantial endangerment to health or the environment, the Administrator may

bring suit on behalf of the United States in the appropriate district court against any person who has contributed or who is contributing to such handling, storage, treatment, transportation or disposal, to restrain such person from such handling, storage, treatment, transportation or disposal, to order such person to take such other action as may be necessary, or both. Further, the Administrator may also, after notice to the affected State, take other action under Section 7003 including, but not limited to, issuing such orders as may be necessary to protect public health and the environment.

This AOC applies to and binds ACCEL and its officers, employees, trustees, agents, successors, and assigns. No change in ownership, name, or corporate status shall alter the obligations to comply with this AOC. ACCEL must give notice of this AOC to any successors in interest prior to transfer of the Schools or its operations and to all contractors, subcontractors, laboratories, and consultants retained to help implement this AOC. ACCEL must ensure that all such contractors, subcontractors, laboratories, and consultants comply with the terms of this AOC.

EPA has notified the State of Ohio of this action pursuant to Section 7003(a) of RCRA, 42 U.S.C. 6973(a), on the date of EPA's signature of this AOC.

II. LEGAL AND FACTUAL BASIS FOR ISSUING ORDER UNDER RCRA SECTION 7003

This Section outlines the EPA's conclusions of fact and law that support EPA's determination that it has jurisdiction and a factual basis to issue an AOC pursuant to RCRA Section 7003 to ACCEL. The administrative record on which these conclusions are based is available for review on EPA's website at the following link: <https://www.epa.gov/oh/accel-charter-schools>.

EPA has determined that:

- A. The building in which Youngstown Academy of Excellence ("Youngstown"), a non-profit public charter school, operates, is owned by GSP RIGBY STREET LLC and Youngstown is operated by ACCEL Schools Akron FB LLC, a subsidiary of and successor by assignment to ACCEL Schools Ohio LLC. The school serves approximately 212 students in grades kindergarten through 8.
- B. The building in which STEAM Academy of Warren ("Warren"), a non-profit public charter school, operates, is owned by GSP ELM ROAD LLC and Warren is operated by ACCEL Schools Ohio LLC. The school serves approximately 342 students in grades early kindergarten through 8.
- C. The building in which Niles Preparatory Academy ("Niles"), a non-profit public charter school, operates, is owned by GSP CHESTNUT STREET LLC and Niles is operated by ACCEL Schools Ohio LLC. The school serves approximately 146 students in grades early kindergarten through 8.
- D. The school buildings were constructed prior to 1978. Together, Youngstown, Warren, and Niles are known as "the Schools."
- E. On March 8, 2024, Ohio EPA received a complaint from a citizen about potential asbestos issues at Youngstown.

- F. On March 11, 2024, Ohio EPA notified EPA of the complaint, and Ohio EPA inspectors confirmed the conditions at Youngstown.
- G. On April 2-3, 2024, EPA inspected Youngstown to determine the level of exposure occurring to suspected asbestos-containing material and suspected lead-based paint.
- H. On April 3, 2024, EPA inspected Niles to determine the level of exposure occurring to suspected asbestos-containing material and suspected lead-based paint.
- I. On April 4, 2024, EPA inspected Warren to determine the level of exposure occurring to suspected asbestos-containing material and suspected lead-based paint.
- J. At Youngstown, EPA inspectors observed suspected lead-based paint peeling off walls and ceilings, especially near windows in storage rooms and classrooms.
- K. At Youngstown, EPA inspectors observed suspected asbestos-containing material on the wall and on the back of a whiteboard used to store school supplies.
- L. At Youngstown, EPA inspectors observed deteriorating ceiling tile potentially containing friable asbestos.
- M. At Youngstown, EPA inspectors observed repairs which appeared to be an attempt to replace suspected asbestos-containing ceiling tile from a classroom on a floor of the building used for storage.
- N. At Youngstown, EPA inspectors observed damaged suspect pipe Thermal System Insulation (TSI) and repairs to the TSI in an attempt to perform Operation and Maintenance (O&M) activities.
- O. At Warren, EPA inspectors observed suspected lead-based paint peeling off the ceiling in hallways adjacent to the gym, which the students have access to, as well as deteriorating ceiling material, potentially containing asbestos.
- P. At Warren, EPA inspectors observed suspected lead-based paint peeling from the walls and ceiling and collecting on the floor of storage rooms accessible to staff, as well as collecting on desks, tables, and chairs stored there that eventually may be used in active classrooms.
- Q. At Warren, EPA inspectors observed suspected lead-based paint collected in a bucket in a storage room accessible to staff.
- R. At Warren, EPA inspectors observed ceiling material potentially containing asbestos collected on a table in a storage room accessible to staff.
- S. At Warren, EPA inspectors observed suspected lead-based paint peeling from walls and ceilings, particularly near windows, in a classroom currently used by students and staff.
- T. At Warren, EPA inspectors observed damaged suspect pipe TSI and repairs to the TSI in an attempt to perform O&M activities.
- U. At Warren, EPA inspectors observed two older boiler casings and a suspect asbestos gasket removed from the boiler system. One suspect asbestos gasket was damaged, and the other suspect asbestos gasket was significantly damaged.
- V. At the Schools, EPA inspectors requested asbestos management plans, inspection reports, or other records required to be maintained under AHERA, but ACCEL could not provide this documentation.
- W. Upon follow-up with ACCEL, EPA inspectors were further told that no asbestos management plans, inspection reports, or other records required to be maintained under AHERA exist for the Schools.

- X. During EPA's inspection of Youngstown, North American Environmental Services, Inc. was conducting an AHERA inspection.
- Y. North American Environmental Services, Inc.'s report of its April 3, 2024 inspection of Youngstown identified chrysotile and amosite asbestos in floor tile, mastic, mud joint packing, light fixtures, and pipe insulation throughout the school.
- Z. ACCEL's representative confirmed that North American Environmental Services, Inc. had also been retained to conduct AHERA inspections at Warren and Niles.
- AA. Asbestos is a mineral fiber that occurs in rock and soil, historically used in a variety of building construction materials for insulation and fire retardant, as well as other products such as ceiling and floor tiles, cement products, packaging, gaskets, and coatings.
- BB. If asbestos-containing material is disturbed or damaged in some way, asbestos fibers and particles may be released into the air and pose risk to individuals who may inhale them.
- CC. Exposure to asbestos can cause various lung diseases, including lung cancer, mesothelioma, and asbestosis.
- DD. EPA inspectors have not tested the peeling and chipping paint referenced herein to determine whether it is lead-based paint as defined in 40 C.F.R. Section 745.223. Based on the age of the building, EPA inspectors have described the deteriorated paint as possible "suspected lead-based paint."
- EE. Lead, a naturally-occurring metal, is a powerful toxicant with no known beneficial purpose in the human body. Virtually all parts of the human body can be damaged from exposure to lead.
- FF. Lead has been classified as a probable human carcinogen by the United States Environmental Protection Agency and a possible human carcinogen by the International Agency for Research on Cancer.
- GG. In adults, chronic exposure to low levels of lead may cause memory and concentration problems, hypertension, cardiovascular disease, and damage to the male reproductive system. Exposure to lead before or during pregnancy can alter fetal development and cause miscarriages.
- HH. While potentially harmful to individuals of all ages, lead exposure is especially harmful to children, especially those under the age of six. Children's heightened risk level is due not only to children's normal hand-to-mouth behavior which increases their exposure to lead by ingestion, but also children's increased physiological ability to ingest lead into their bodies. Furthermore, the rapidly developing nature of infants' and children's central nervous systems makes children most at risk of permanent harm from exposure to lead. Exposure to lead in children can cause learning disabilities, reduced intelligence, behavioral problems, growth impairment, permanent hearing and visual impairment, and other damage to the brain and nervous system.
- II. The Center for Disease Control and Prevention has identified dust containing lead as a major pathway by which people, especially young children, are exposed to lead. Young children are especially susceptible to lead poisoning from coming into contact with dust that contains lead.
- JJ. ACCEL is "a person" as that term is defined by RCRA Section 1004(15), 42 U.S.C. Section

6903(15).

- KK. The suspected defective lead-based paint at the Schools constitutes “solid waste” as that term is defined in Section 1004(27) of RCRA, 42 U.S.C. Section 6903(27).
- LL. The suspected asbestos-containing material (ACM) at the Schools constitutes “solid waste” as that term is defined in Section 1004(27) of RCRA, 42 U.S.C. Section 6903(27).
- MM. The solid waste referred to in Paragraphs KK and LL, above, have been and/or are currently being handled, stored, or disposed of at the Schools.
- NN. Based on the information described above, EPA has determined that present conditions at the Schools may present an imminent and substantial endangerment to health or the environment within the meaning of Section 7003(a) of RCRA, 42 U.S.C. Section 6973(a), arising from the past or present handling, storage, or disposal of suspected lead-based paint and dust containing suspected lead and suspected ACM (i.e., solid waste) at the Schools.
- OO. ACCEL has been and is currently contributing to the handling and/or storage and/or disposal of such solid waste at the Schools which may present an imminent and substantial endangerment to health or the environment.
- PP. The actions required by this AOC are consistent with RCRA and are necessary to protect health or the environment.

III. WORK REQUIRED UNDER THIS ORDER

- A. Respondent shall abate the conditions described above by taking, at a minimum, the following steps (“the Work”), in accordance with all applicable federal, state, and local laws, and regulations:
 - 1. Designate an ACCEL representative who shall be responsible for the administration of the Work and provide EPA notice of this representative within 2 business days of executing this AOC;
 - 2. Hire appropriately licensed contractors (“the Contractors”) within one week of executing this AOC to perform the Lead Risk Assessments and Asbestos Inspections (as defined in Paragraph 3 below). All of the Work performed under this Order shall be under the direction and supervision of qualified personnel. Within seven (7) business days of executing this AOC, and before the Work outlined below begins, Respondent shall notify EPA of the names, titles, email addresses, and qualifications of the Contractors to be carrying out the Work. EPA retains the right, at any time, to disapprove of any or all of the Contractors retained by Respondent. If EPA disapproves of a selected contractor or subcontractor, Respondent shall retain a different contractor or subcontractor and shall notify EPA of that contractor’s or subcontractor’s name, title, contact information, and qualifications within two (2) business days after EPA’s disapproval;
 - 3. By July 5, 2024, perform, through the Contractors and in accordance with the Asbestos in Schools Rule, codified at 40 C.F.R. Part 763, Subpart E and Lead-Based Paint Activities Rule codified at 40 C.F.R. Part 745, Subpart L or equivalent

state regulations, whichever is more stringent, a risk assessment for deteriorated paint (the “Lead Risk Assessment”) and an inspection for ACM at each of the Schools (the “Asbestos Inspection”) with the following specifications:

- i. Assess for deteriorated paint and inspect for ACM all classrooms and all areas of the Schools that are in use or accessible to students, faculty, staff, parents, or other individuals that may enter the Schools;
 - ii. Identify, at minimum, the following:
 1. Locations within each of the Schools where the Contractors inspected;
 2. Whether any of the following lead and/or asbestos hazards exist in the Schools:
 - a. ACM that is located in a classroom;
 - b. ACM that is damaged, significantly damaged, has the potential for damage, has the potential for significant damage, or is friable, as listed in 40 C.F.R. Section 763.88; or
 - c. Lead-based paint that is “deteriorated paint” as defined in 40 C.F.R. Section 745.63.¹
 - i. Any testing of paint shall be limited to deteriorated paint using an XRF to confirm whether the paint is “lead-based paint” as defined in 40 C.F.R. Section 745.223, unless, in the Contractor’s best judgment, use of an XRF would not yield accurate results;
 - ii. All testing of paint and dust shall be in accordance with 40 C.F.R. Part 745, Subpart L.
 3. If any of the above hazards are identified, confirm:
 - a. Locations within each of the Schools where ACM or lead-based paint as described in Section III.A.3.ii.2 was present and condition of such ACM or lead-based paint;
 - b. Quantity of such ACM and lead-based paint;
 - c. Description on the manner used to determine assessment and inspection locations and methodology.
 4. The Asbestos Inspections should form the basis of each School’s Asbestos Management Plan (AMP).
4. Submit to EPA written reports from the Contractor regarding the above Lead Risk Assessment and Asbestos Inspection within three (3) business days of receipt from the Contractors. At minimum, the written reports shall identify the specifics listed in Paragraph 3(ii). EPA may approve, approve with modifications, disapprove, require revisions, or request additional information regarding the

¹ 40 C.F.R. Section 745.63 defines “deteriorated paint” as “any interior or exterior paint or other coating that is peeling, chipping, chalking or cracking, or any paint or coating located on an interior or exterior surface or fixture that is otherwise damaged or separated from the substrate.” Any lead-based paint meeting this definition shall be considered to be in “deteriorated condition.”

written reports from the Contractor in whole or in part. If EPA requires revisions or additional information, Respondent shall submit such revisions and/or additional information within seven (7) business days after receipt of EPA's notification of the required revisions or information. Once approved, or approved with modifications, the written reports and any subsequent modifications shall be incorporated into and become fully enforceable under this Order;

5. If any of the lead and/or asbestos hazards identified in Paragraph 3(ii)(2) above are identified, develop an abatement plan that includes, at a minimum, the following:
 - i. Schedule for the remediation of all hazards identified; and
 - ii. Identification of state-licensed and insured lead and/or asbestos abatement contractors to complete each abatement task.
6. Submit the abatement plan to EPA for review and approval within fifteen (15) business days of receiving the Lead Risk Assessment and Asbestos Inspection reports as referenced in Paragraphs 3 and 4 above. EPA may approve, approve with modifications, disapprove, require revisions, or request additional information regarding the abatement plans in whole or in part, to be provided to Respondent within three (3) business days after receipt of the abatement plan. If EPA requires revisions or additional information, Respondent shall submit such revisions and/or additional information within seven (7) business days after receipt of EPA's notification of the required revisions or information. Once approved, or approved with modifications, the abatement plans and any subsequent modifications shall be incorporated into and become fully enforceable under this Order;
7. Hire state-licensed and insured lead and/or asbestos abatement contractors, as necessary, to perform abatement at the Schools as set forth in the abatement plan described above. If different from the Contractors hired to perform the above Lead Risk Assessment and Asbestos Inspection, provide copies of all contractors' and analytical laboratory licenses and certifications to EPA within five (5) business days of hiring the contractors. EPA retains the right, at any time, to disapprove of any or all of the Contractors retained by Respondent. If EPA disapproves of a selected contractor or subcontractor, Respondent shall retain a different contractor or subcontractor and shall notify EPA of that contractor's or subcontractor's name, title, contact information, and qualifications within two (2) business days after EPA's disapproval;
8. By August 9, 2024, perform, through the above contractors, abatement of all areas within the Schools where any lead and/or asbestos hazards identified in Paragraph 3(ii)(2) above are present;
9. Hire certified lead and/or asbestos inspectors in accordance with federal, state, and local requirements to conduct clearance sampling at the Schools following abatement. If different from the Contractors hired to perform the above Lead Risk Assessment and Asbestos Inspection, provide copies of all contractors' and analytical laboratory licenses and certifications to EPA within five (5) business

days of hiring the contractors. EPA retains the right, at any time, to disapprove of any or all of the Contractors retained by Respondent. If EPA disapproves of a selected contractor or subcontractor, Respondent shall retain a different contractor or subcontractor and shall notify EPA of that contractor's or subcontractor's name, title, contact information, and qualifications within two (2) business days after EPA's disapproval;

10. By August 16, 2024, conduct clearance sampling at the Schools following the abatement described above. This clearance sampling, at minimum, shall include the following:
 - i. All applicable post lead-based paint abatement procedures codified at 40 C.F.R. 745.227(e), (f), (g), (h) and (i) or equivalent state regulations, whichever is more stringent, including but not limited to:
 1. A visual inspection to determine if deteriorated painted surfaces and/or visible amounts of dust, debris, or residue are still present. If deteriorated painted surfaces or visible amounts of dust, debris or residue are present, these conditions must be eliminated prior to the continuation of the clearance procedures;
 2. Dust samples for clearance purposes shall be taken using documented and approved methodologies that incorporate adequate quality control procedures;
 3. Dust samples for clearance purposes shall be taken a minimum of 1 hour after completion of final post-abatement cleanup activities and follow the procedures outlined in 40 C.F.R. Section 745.227(e)(8)(v), (vi) and (vii), (viii) or the equivalent state regulation(s).
 - ii. All applicable post ACM abatement and response action procedures codified at 40 C.F.R. Part 763, Subpart E, all applicable EPA guidelines referenced in EPA's [Guidelines for Conducting the AHERA TEM Clearance Test to Determine Completion of an Asbestos Abatement Project](#), and completion of response action requirements codified in 40 C.F.R. Section 763.90(i) or equivalent state regulations, whichever is more stringent, including but not limited to:
 1. At the conclusion of any action to remove, encapsulate, enclose, or repair ACM or assumed ACM, the Respondent will designate a qualified person to visually inspect each area where such an action has occurred to determine if the action has been completed properly and the area has been cleaned with no visible debris or dust;
 2. The Respondent will designate a qualified and certified air sampling professional to take aggressive clearance sampling as described in Appendix A of 40 C.F.R. Part 763, Subpart E for air clearance of each abatement or response action;
 3. The Respondent will perform clearance sample analyses through an accredited National Voluntary Laboratory Accreditation

Program (NVLAP) laboratory.

11. Provide abatement and response action reports and clearance sampling results to EPA within seven (7) business days of receiving the results from the clearance sampling contractors. EPA may approve, approve with modifications, disapprove, require revisions, or request additional information regarding the abatement and response action reports in whole or in part, to be provided to Respondent within three (3) business days after receipt of the reports. If EPA requires revisions or additional information, Respondent shall submit such revisions and/or additional information within seven (7) business days after receipt of EPA's notification of the required revisions or information. Once approved, or approved with modifications, the abatement and response action reports and any subsequent modifications shall be incorporated into and become fully enforceable under this Order;
12. From the start date of the abatement work, provide to EPA written weekly updates describing the following information, at minimum. Updates shall be submitted by close of business each Friday during the period that work is ongoing. EPA may approve, approve with modifications, disapprove, require revisions, or request additional information regarding the written weekly updates in whole or in part. If EPA requires revisions or additional information, Respondent shall submit such revisions and/or additional information within three (3) business days after receipt of EPA's notification of the required revisions or information. Once approved, or approved with modifications, the written weekly updates and any subsequent modifications shall be incorporated into and become fully enforceable under this Order:
 - i. All current and upcoming required state and local permits or NESHAP notifications along with the permit or notification applications for all abatement or response actions,
 - ii. The work that has been completed during the past seven (7) days on each section of the abatement plan,
 - iii. Procedures followed to ensure compliance with regulatory and recordkeeping requirements,
 - iv. Amount and type of material removed,
 - v. Any problems encountered,
 - vi. Any necessary changes to the timeline for the Work, and
 - vii. Photographs of the abatement, response action, containments, and waste storage.
13. For areas within the Schools where abatement and clearance is not yet complete upon the start of Respondent's 2024-2025 school year, refrain from using these areas for any school-related activities and ensure access to the areas is restricted to those contractors specified in Section III.C. Nothing in this agreement is intended to imply that at any time after the Lead Risk Assessment and Asbestos Inspection are complete and prior to any necessary abatement, school-related activities may not be conducted in areas of the Schools where lead or asbestos-related hazards have not been identified, so long as access to areas with such

hazards is appropriately restricted and isolated, including not only foot traffic but also air flow.

- B. The Work undertaken pursuant to this AOC shall be conducted in compliance with all applicable EPA guidance, policies and procedures, local, state, and federal laws and regulations, and with this AOC, and is subject to EPA approval.
- C. Notification. Within 24 Hours of the date of Respondent's receipt of written reports from the Contractor regarding the Lead Risk Assessment or Asbestos Inspection and to the extent required pursuant to the Asbestos in Schools Rule, codified at 40 C.F.R. Part 763, Subpart E and Lead-Based Paint Activities Rule, codified at 40 C.F.R. Part 745, Subpart L and equivalent state regulations, Respondent shall post signs identifying the specific areas that are identified as hazards subject to abatement in the Lead Risk Assessment, Asbestos Inspection, and abatement plan.² Respondent shall promptly post any additional signage as may be required in order to meet the requirements of RCRA Section 7003(c), 42 U.S.C. § 6973(c). ACCEL shall make available to parents of students at the Schools, employees, and staff a copy of the AOC upon their request. Upon posting such signage, Respondent shall notify EPA, and this notification shall include submission of photograph evidence that such signage has been posted. These signs shall be maintained until ACCEL has fully complied with this AOC as determined by EPA.

Within 24 hours of EPA's signature of this AOC, Respondent shall confirm that any areas within the Schools where defective lead-based paint and ACM are or may be present are locked and fully restricted. Respondent may only unlock and make available areas of the Schools for use only after such hazards have been confirmed not to be present, or, if present, any abatement required, including clearance, is completed. Respondent shall only allow individuals contracted to (i) complete inspection, risk assessment, and/or abatement tasks; or (ii) perform repairs, cleanings or other maintenance operations appropriate for the operation and upkeep of the Schools to access these areas within the Schools until they have been cleared. All parties with access to the Schools under this paragraph shall, in the performance of their work, minimize spread of or exposure to any actual or suspected asbestos-containing material or actual or suspected lead-based paint.

Within 24 hours of Respondent's receipt of written reports from the Contractor regarding the Lead Risk Assessment, Respondent shall provide notification via email to parents, faculty, and staff of the Schools, and on each school's public website, advising that the lead and/or asbestos hazards described in Paragraph 3(ii)(2) above were identified (if any). Respondent shall coordinate with EPA on such notifications.

² Areas subject to warning label requirements shall be determined by the Lead Risk Assessment and Asbestos Inspection performed under paragraph A to this section and shall include any other areas identified by EPA after review of the reports generated by these inspections/risk assessments. Any signage shall be updated within 24 hours of identification of a new area by EPA.

- D. Off-Site Shipments. All solid wastes and constituents removed off-site pursuant to this AOC for treatment, storage, or disposal shall be treated, stored, or disposed of at a licensed or permitted RCRA facility.
- E. Final Report. Within thirty (30) calendar days after completion of all actions required under this AOC, and no later than October 30, 2024, ACCEL shall submit to EPA a final report certifying that the Schools have been abated and/or cleaned of lead dust and defective lead-based paint and that the work described in Paragraph III.A above has been completed (Final Report). The Final Report shall also certify that an Asbestos Maintenance Plan has been prepared and adopted for each of the Schools, and that any asbestos abatement required pursuant to the asbestos inspection reports/risk assessments has been completed and each site's AMP has been updated accordingly. The Final Report shall include a list of quantities and types of materials removed off-site or handled on-site, a list of the ultimate destination(s) of those materials, a presentation of the analytical results of all clearance sampling and analyses performed, and copies of all documentation generated during the work (e.g., manifests, invoices, bills, notifications, scope of work, logs, photographs, contracts, and permits). The Final Report shall also include the following certification signed by a person who supervised or directed the preparation of that report:

Under penalty of law, I certify that to the best of my knowledge after appropriate inquiries of all relevant persons involved in the preparation of the Final Report, the information submitted is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

EPA may approve, approve with modifications, disapprove, require revisions, or request additional information regarding the Final Report in whole or in part within three (3) business days of receipt of the Final Report. If EPA requires revisions or additional information, Respondent shall submit such revisions and/or additional information within seven (7) business days after receipt of EPA's notification of the required revisions or information. Once approved, or approved with modifications, the Final Report and any subsequent modifications shall be incorporated into and become fully enforceable under this Order.

- F. If EPA determines that the work has not been completed in accordance with this AOC, EPA will notify ACCEL of any deficiencies and the opportunity to cure in writing, provide a list of the deficiencies and a schedule for correcting such deficiencies, and require that ACCEL take any additional actions necessary to correct such deficiencies. ACCEL shall implement any additional actions specified by EPA according to the schedule set forth in EPA's notice. Failure by ACCEL to take additional actions required by EPA shall be a violation of this AOC.

- G. After the completion of the abatement work required by this AOC, by July 1st of each of the five (5) calendar years following the year of the date of issuance of this AOC, ACCEL shall conduct visual inspections and, in the event deteriorated paint is observed, lead dust wipe tests for all areas where lead dust and lead-based paint hazards were identified and submit the inspection reports and any dust wipe test results to EPA within 30 days of their completion.
1. If any visual inspection or dust wipe test identifies any lead dust or defective lead-based paint, ACCEL shall notify EPA and local health authorities within five (5) business days of receipt of the inspection report and/or dust wipe test results. In addition, within 21 business days of receipt of the inspection report and/or dust wipe test results, ACCEL shall conduct a lead risk assessment for all locations where defective lead paint and/or lead dust were identified.
 2. If the lead inspection/risk assessment identifies lead dust or lead-based paint hazards, within 21 business days of receipt of the risk assessment, ACCEL shall prepare a lead abatement plan including a schedule for abatement for areas requiring abatement. ACCEL shall submit the risk assessment and abatement plan and schedule to the local health department for approval and to EPA within five (5) business days of its completion. ACCEL shall implement the approved abatement plan in accordance with the schedule therein.
 3. ACCEL shall hire a certified lead-based paint inspector in accordance with Department of Housing and Urban Development (HUD) Guidelines and Ohio Department of Health abatement regulations to conduct clearance sampling at each area following abatement and provide all clearance sampling results to EPA's Michael Todd within seven (7) business days of receiving sampling results.
 4. EPA may approve, approve with modifications, disapprove, require revisions, or request additional information regarding the inspection reports in whole or in part. If EPA requires revisions or additional information, Respondent shall submit such revisions and/or additional information within seven (7) business days after receipt of EPA's notification of the required revisions or information. Once approved, or approved with modifications, the inspection reports and any subsequent modifications shall be incorporated into and become fully enforceable under this Order.
- H. Pursuant to ACCEL's AMPs and AHERA, ACCEL shall conduct visual inspections at the Schools every 6 months and shall hire a certified asbestos inspector to conduct an asbestos reinspection every 3 years.
1. ACCEL shall designate a person to ensure the requirements of the AHERA regulations are properly implemented and ensure the designated person has received adequate training to perform his or her duties pursuant to 40 C.F.R. Section 763.84(g), including knowledge of:
 - i. Health effects of asbestos,
 - ii. Detection, identification, and assessment of ACM,

- iii. Options for controlling ACBM,
 - iv. Asbestos management programs, and
 - v. And all applicable federal and state regulations concerning asbestos within schools.
2. If any visual asbestos periodic surveillance inspection or 3-year asbestos reinspection identifies asbestos or assumed ACM that needs to be abated, repaired, encapsulated or other actions pursuant to ACCEL's AMPs or AHERA, ACCEL shall notify EPA and local health authorities within five (5) business days of receipt of the inspection report or asbestos sampling results.
3. Implement an operations and maintenance (O&M) plan as codified in 40 C.F.R. Section 763.91 for each of the Schools.
4. Maintain in ACCEL's administrative office and each of the Schools' administrative office a complete and updated copy of the AMP for each of the Schools and make the AMPs available for inspection to representatives of EPA and the State, the public, including parents, teachers, and other school personnel and their representatives, without cost or restriction, as codified in 40 C.F.R. Section 763.93 for each Site.
5. Include all the items required by 40 C.F.R. Section 763.93(e) to be present in each AMP for each Site.

IV. STIPULATED PENALTIES

Respondents shall be liable for stipulated penalties to the EPA for violations of this AOC as specified below. A violation includes failing to perform any obligation required by the terms of this AOC, including any actions or adhering to any schedule approved or directed under this AOC, according to all applicable requirements of this AOC and within the specified time schedules established by or approved under this AOC. Respondent and EPA agree that such stipulated penalties shall be in the amount of \$2,000 per day per violation.

Payment shall be due within 30 calendar days of receipt of a demand letter from EPA. Nothing herein shall prevent the simultaneous accrual of separate stipulated penalties for separate violations of this AOC, even where those violations concern the same event (e.g., submission of an abatement plan that is late and is of unacceptable quality).

If payment is not made within 30 calendar days of the date of Respondent's receipt from EPA of a written demand for payment of the penalties, interest shall begin to accrue on any unpaid stipulated penalty balance beginning on the first day after Respondent's receipt of EPA's demand letter and will accrue until such penalties and interest have been paid in full. Interest shall accrue at the Current Value of Funds Rate established by the Secretary of the Treasury. An additional penalty of six percent (6%) per annum on any unpaid principal shall be assessed for any stipulated penalty payment which is overdue for ninety (90) calendar days or more. The applicable rate of interest shall be the rate in effect at the time the interest accrues pursuant to 31 U.S.C. Section 3717.

Respondent shall make payments as instructed in EPA's written demand within thirty (30) calendar days of Respondent's receipt of EPA's request.

Docket No. RCRA-05-2024-0019 should be clearly indicated on the payment method to ensure proper credit. Respondent shall send simultaneous notices of such payments, including copies of the payment method to Michael Todd via email at todd.michael@epa.gov.

No payments under this Section shall be deducted for federal tax purposes.

Notwithstanding any other provision of this section, EPA may, in its unreviewable discretion, waive any portion of stipulated penalties that have accrued pursuant to this AOC.

V. INCORPORATION OF DOCUMENTS INTO THIS ORDER

All attachments to this AOC are deemed incorporated into and made an enforceable part of this AOC. Upon approval by EPA, all submissions made under this AOC shall be deemed incorporated into and made an enforceable part of this AOC. Thus, the term "AOC" refers to this AOC, the attachments to this AOC, and all EPA-approved submissions made pursuant to this AOC.

VI. MODIFICATIONS

If warranted by the implementation of the Work, including by conditions at the Schools, EPA or Respondent may request a modification to this AOC in writing to be sent to the other party, who may agree in writing, for good cause, to such request. Any agreed modifications shall: be in writing; be signed by both parties; have as their effective date the date on which they are signed by EPA; and be incorporated into this AOC.

VII. CREATION OF DANGER; EMERGENCY RESPONSE

Upon the occurrence of any incident or discovery of any condition that causes or threatens a release of solid or hazardous waste from the Schools or endangerment to human health or the environment, ACCEL must notify immediately EPA's, Enforcement Officer, Michael Todd, Enforcement and Compliance Assurance Division, at todd.michael@epa.gov and (312) 886-4843, or in the event of his unavailability, notify the Branch Manager of the Emergency Response Branch, EPA Region 5 at (734) 214-4900. Please note that nothing in this AOC limits the authority of EPA to take or order all action necessary to protect human health or the environment or prevent, abate, or minimize an actual or threatened release of solid and/or hazardous substances, hazardous wastes, or solid wastes, at or from the Schools.

VIII. COMMUNITY RELATIONS

Respondent shall (i) submit a plan to EPA for communicating the abatement plan to the parents of students at the Schools at the same time ACCEL submits a lead abatement plan to EPA (copy

to Ohio Department of Health) for review and approval; and (ii) cooperate with EPA in providing information regarding the work required under this AOC to the public. As reasonably requested by EPA, ACCEL shall participate in the preparation of information for dissemination to the public and in public meetings which may be held or sponsored by EPA to explain lead abatement activities at or relating to the Schools.

IX. POTENTIAL CONSEQUENCE OF FAILURE TO COMPLY

In the event that ACCEL fails or refuses to comply with any requirement of this AOC, Section 7003(b) of RCRA, 42 U.S.C. Section 6973(b), authorizes EPA to commence a civil action in the U.S. District Court to require compliance and to assess a civil penalty not to exceed \$18,139 for each day during which failure or refusal occurs.³

X. NOTICE

Unless otherwise specified within this AOC or mutually agreed upon, ACCEL shall provide all notice, information, and requests required by this AOC via email to Michael Todd (todd.michael@epa.gov), Sophie Grueterich (Grueterich.sophie@epa.gov), and Olivia Bauer (bauer.olivia@epa.gov).

XI. RESERVATION OF RIGHTS BY EPA

EPA reserves all rights against ACCEL and all other persons to take any further civil, criminal, or administrative enforcement action pursuant to any available legal authority (including Section 7003(b) of RCRA, 42 U.S.C. Section 6873(b)), and including the right to seek injunctive relief; the recovery of money expended or to be expended (plus interest); monetary penalties; criminal sanctions; and/or punitive damages regarding: (i) any violation of this AOC; or (ii) any actual or potential threat to human health or the environment, or any release or threat of release of hazardous substances on, at, in, or near the facility. Nothing in this AOC shall preclude EPA from taking any additional enforcement actions, including modification of this AOC or issuance of additional Orders, and/or additional actions as EPA may deem necessary, or from requiring Respondent in the future to perform additional activities pursuant to RCRA, or any other applicable law.

EPA further expressly reserves the right both to disapprove work performed by ACCEL or its contractors and to request or order ACCEL to perform tasks in addition to those detailed in this AOC. In addition, EPA reserves all rights it may have to undertake response actions at any time and to perform any and all portions of the work activities which ACCEL has failed or refused to

³ RCRA Section 7003(b) specifies that the penalty amount is \$5,000 and the 1997 Guidance on the Use of Section 7003 of RCRA set forth a maximum penalty of \$5,500. However, the Debt Collection Improvement Act of 1996 (DCIA), 31 U.S.C. Section 3701 and the Civil Monetary Inflation Rule, authorize EPA to adjust the maximum penalty as set forth in the 1997 Guidance with an inflation adjustment factor of 3.29800 for violations occurring on or after November 2, 2015, and assessed on or after December 27, 2023. Thus, together, RCRA and the DCIA authorize a maximum civil penalty of \$18,139 per day for non-compliance with the requirements of this AOC.

perform properly and promptly, and to seek reimbursement from ACCEL for its costs or seek any other appropriate relief.

Notwithstanding any other provision of this AOC, EPA shall retain all of its information gathering, entry, inspection, and enforcement authorities and rights under any applicable law, regulation, or permit.

We look forward to your continued cooperation in satisfying the requirements of this AOC and encourage you to call or email the following EPA staff members with any questions: Sophie Grueterich at (312)353-6481 or Grueterich.sophie@epa.gov or Olivia Bauer at (312) 886-6436 or bauer.olivia@epa.gov (both for legal issues), or Michael Todd at (312) 886-4843 or todd.michael@epa.gov (for technical issues).

XII. OTHER CLAIMS

By issuance of this AOC, the United States and EPA assume no liability for injuries or damages to persons or property resulting from any acts or omissions of Respondent. The United States or EPA will not be deemed a party to any contract, agreement or other arrangement entered into by Respondent or its officers, directors, employees, agents, successors, assigns, heirs, trustees, receivers, contractors, or consultants in carrying out actions pursuant to this AOC.

Respondent waives any and all remedies, claims for relief, and otherwise available rights to judicial or administrative review of this Order that Respondent may have with respect to any issue of fact or law set forth in this Order, including any right of judicial review under Chapter 7 of the Administrative Procedures Act, 5 U.S.C. §§ 701-706, providing for review of final agency action.

Respondent shall bear their own litigation costs and attorney fees.

In any subsequent administrative or judicial proceeding initiated by the United States for injunctive or other appropriate relief relating to the Schools, Respondent shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States in the subsequent proceeding were or should have been raised in the present matter.

XIII. INDEMNIFICATION

Respondent agrees to indemnify, save and hold harmless the United States, its officials, agents, contractors, employees, and representatives from any and all claims or causes of action: (a) arising from, or on account of, acts or omissions of Respondent, Respondent's directors, officers, employees, agents, successors, assigns, heirs, trustees, receivers, contractors, or consultants in carrying out actions pursuant to this AOC; and (b) for damages or reimbursement arising from or on account of any contract, agreement, or arrangement between Respondent

and any persons for performance of the Work on or relating to the Site, including claims on account of construction delays. In addition, Respondent agrees to pay the United States all costs incurred by the United States, including litigation costs arising from or on account of claims made against the United States based on any of the acts or omissions referred to in the preceding sentence.

XIV. ADDITIONAL WORK

EPA may determine or Respondent may propose that certain tasks are necessary in addition to or in lieu of the tasks included in any EPA-approved document when such additional work is necessary to meet the objectives set forth in Section I (Introduction). EPA may determine that Respondent shall perform any additional work and EPA will specify, in writing, the basis for its determination that any additional work is necessary. Within five (5) business days after the receipt of such determination, Respondent shall have the opportunity to meet or confer with EPA to discuss any additional work requested by EPA. Respondent shall submit for EPA approval a plan for any additional work as EPA deems necessary. Such plan shall be submitted within ten (10) business days of Respondent's receipt of EPA's determination that any additional work is necessary, or according to an alternative schedule established by EPA. Upon approval of a Work Plan for any additional work, Respondent shall implement the Work Plan for any additional work in accordance with the schedule and provisions contained therein. The Work Plan for any additional work shall be incorporated by reference into this AOC.

XV. FORCE MAJEURE

Respondent agrees to perform all requirements under this AOC within the time limits established under this AOC, unless the performance is delayed by a force majeure. For purposes of this AOC, a force majeure is defined as any event arising from causes beyond the control of Respondent, or any entity controlled by Respondent or Respondent's contractors, which delays or prevents performance of any obligation under this AOC despite Respondent's best efforts to fulfill the obligation. The requirement that the Respondent exercise "best efforts to fulfill the obligation" includes using best efforts to address the effects of any potential force majeure event: (1) as it is occurring, and (2) following the potential force majeure event, such that the delay is minimized to the greatest extent possible. Force majeure does not include financial inability to complete the Work, increased cost of performance, changes in Respondent's business or economic circumstances, or inability to attain media cleanup standards.

If any event occurs or has occurred that may delay the performance of any obligation under this AOC, whether or not caused by a force majeure event, Respondent shall orally notify EPA within 48 hours of when Respondent knew or should have known that the event might cause a delay. Such notice shall: (1) identify the event causing the delay, or anticipated to cause delay, and the anticipated duration of the delay; (2) provide Respondent's rationale for attributing such delay to a force majeure event; (3) state the measures taken or to be taken to prevent or minimize the delay; (4) estimate the timetable for implementation of those measures; and (5) state

whether, in the opinion of Respondent, such event may cause or contribute to an endangerment to public health or the environment. Failure to comply with the notice provision of this paragraph and to undertake best efforts to avoid and minimize the delay shall waive any claim of force majeure by Respondent. Respondent shall be deemed to have notice of any circumstances of which its contractors had or should have had notice. Respondent shall undertake best efforts to avoid and minimize the delay.

If EPA determines that a delay in performance or anticipated delay in fulfilling a requirement of this AOC is or was attributable to a force majeure, then the time period for performance of that requirement will be extended as deemed necessary by EPA. If EPA determines that the delay or anticipated delay has been or will be caused by a force majeure, then EPA will notify Respondent, in writing, of the length of the extension, if any, for performance of such obligations affected by the force majeure. Any such extensions shall not alter Respondent's obligation to perform or complete other tasks required by this AOC which are not directly affected by the force majeure.

If EPA disagrees with Respondent's assertion of a force majeure, then Respondent may elect to invoke the dispute resolution provision, and shall follow the procedures set forth in Section XVI (Dispute Resolution). In any such proceeding, Respondent shall have the burden of demonstrating by a preponderance of the evidence that the delay or anticipated delay has been or will be caused by a force majeure, that the duration of the delay or the extension sought was or will be warranted under the circumstances, that Respondent's best efforts were exercised to avoid and mitigate the effects of the delay, and that Respondent complied with the requirements of this section. If Respondent satisfies this burden, then EPA will extend the time for performance as EPA determines is necessary.

XVI. DISPUTE RESOLUTION

Respondent shall raise any disputes concerning the Work required under this AOC to EPA (excluding any decision document(s) issued by EPA), in writing, within fifteen (15) days after receiving written notice from EPA regarding any aspect of the Work required under this AOC that Respondent disputes. EPA and Respondent shall expeditiously and informally attempt to resolve any disagreements. EPA and Respondent shall first confer in an effort to resolve the dispute. If the parties are unable to informally resolve the dispute within three (3) days of the first conference, Respondent shall notify EPA, within 5 days, in writing of its objections. Written objections shall identify Respondent's objections, state the basis for those objections, and provide all data, analyses and information relied upon by Respondent. EPA and Respondent then have an additional fourteen (14) days from EPA's receipt of the objections to reach agreement. If an agreement is not reached within the fourteen (14) days, Respondent may request in writing, within five (5) days, a determination resolving the dispute by EPA's Region 5 Division Director of the Enforcement and Compliance Assurance Division. The request should provide all information that Respondent believes is relevant to the dispute. If such request is submitted within five (5) days, the Division Director shall issue a determination in writing. EPA's final decision shall be incorporated into and become an enforceable part of this AOC and shall

no longer be subject to dispute pursuant to this AOC. Respondent shall proceed in accordance with the Division Director's decision regarding the matter in dispute, regardless of whether Respondent agrees with the decision. If Respondent does not agree to perform or does not actually perform the Work in accordance with EPA's decision, EPA reserves the right in its sole discretion to conduct the Work itself, seek reimbursement from Respondent, seek enforcement of this AOC, seek stipulated penalties, and/or any other appropriate relief. Any disputes arising under this AOC are not subject to judicial review until such time as EPA seeks to enforce this AOC.

If EPA and Respondent reach agreement on the dispute at any stage, the agreement shall be set forth in writing and shall, upon signature of both parties, be incorporated into and become an enforceable part of this AOC.

The existence of a dispute and EPA's consideration of matters placed in dispute shall not excuse, toll, or suspend any compliance obligation or deadline required pursuant to this AOC during the pendency of the dispute resolution process except as agreed by EPA in writing. The invocation of dispute resolution does not stay the accrual of stipulated penalties under this AOC.

XVII. TERMINATION AND SATISFACTION

ACCEL may serve upon the United States a written Request for Termination in accordance with the requirements specified below in this Paragraph after: (i) ACCEL has implemented all requirements of this AOC, (ii) ACCEL has maintained substantial compliance with the requirements of this AOC for at least the last 12 continuous months, and (iii) at least six years have elapsed since the date of EPA's signature of this AOC. The Request for Termination shall include:

1. Documentation that ACCEL has paid all stipulated penalties demanded by the EPA, above, together with any interest due thereon.
2. All records demonstrating compliance with Section III of this AOC.

Michael D. Harris, Division Director
Enforcement and Compliance Assurance Division
EPA Region 5

DocuSigned by:
Ronald J. Packard
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Ronald J. Packard, Chief Executive Officer

ACCEL SCHOOLS OHIO LLC

6/27/2024

Date