



settlement set forth herein, EPA's civil claims alleged in Section IV ("Findings of Fact and Conclusions of Law") of this Consent Agreement.

## II. JURISDICTION

3. The U.S. Environmental Protection Agency ("EPA") and the Office of Administrative Law Judges of the EPA have jurisdiction over the above-captioned matter pursuant to Sections 16 and 409 of TSCA, 15 U.S.C. §§ 2615 and 2689, and 40 C.F.R. §§ 22.1(a)(5) and 22.4 of the *Consolidated Rules of Practice*.

## III. GENERAL PROVISIONS

4. For purposes of this proceeding, Respondent admits the jurisdictional allegations set forth in this Consent Agreement and the attached Final Order, hereinafter collectively referred to as the "CAFO".
5. Except as provided in Paragraph 4, above, the Respondent neither admits nor denies the specific factual allegations and legal conclusions contained set forth this Consent Agreement.
6. Respondent agrees not to contest the jurisdiction of EPA with respect to the execution of this Consent Agreement, the issuance of the attached Final Order, or the enforcement of this CAFO.
7. For purposes of this proceeding only, Respondent hereby expressly waives any right to contest any issue of law or fact set forth in this Consent Agreement and any right to appeal the accompanying Final Order.
8. Respondent consents to the issuance of this CAFO and agrees to comply with its terms and conditions.
9. Each party to this Consent Agreement shall bear its own costs and attorney's fees.

## IV. FINDINGS OF FACT AND CONCLUSIONS OF LAW

10. In accordance with 40 C.F.R. § 22.13(b) and .18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant alleges and adopts the Findings of Fact and Conclusions of Law set forth immediately below.
11. A "training provider" means any organization or entity accredited under 40 C.F.R. § 745.225 to offer lead-based paint activities courses. 40 C.F.R. § 745.223.
12. An "accredited training program" means a training program that has been accredited by EPA pursuant to 40 C.F.R. § 745.225 to provide training for individuals engaged in lead-based paint activities. 40 C.F.R. § 745.223.

13. A “hands-on skill assessment” means an evaluation which tests the trainees’ ability to satisfactorily perform the work practices and procedures identified in 40 C.F.R. § 745.225(d), as well as any other skill taught in a training course. 40 C.F.R. § 745.223.
14. Respondent, at all times relevant to the violations alleged in this Consent Agreement, was a “person” and “training provider” as those terms are defined in 40 C.F.R. § 745.223.
15. On August 19, 2009, Respondent received accreditation to offer the Lead Renovator Initial Course - English pursuant to 40 C.F.R. § 745.225 and at all times relevant to the violations alleged in this Consent Agreement, operated an “accredited training program” as that term is defined at 40 C.F.R. § 745.223.
16. On November 17, 2010, Complainant conducted a neutral scheme inspection and/or audit of Respondent’s “Certified Renovator Initial - English Training Course to determine Respondent’s level of compliance with the Lead-Based Paint Activities rule.

COUNT 1

17. The allegations contained in Paragraphs 1 through 16 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
18. On November 17, 2010, Respondent conducted a renovator course at Piedmont Virginia Community College located at 501 College Drive, Charlottesville, VA 22902, in which twelve students were registered for and attended the renovator course.
19. 40 C.F.R. § 745.225(c)(6)(vi) provides that the training program shall provide training courses that meet the following training requirements: “the renovator course must last a minimum of 8 training hours, with a minimum of 2 hours devoted to hands-on training activities.”
20. Pursuant to 40 C.F.R. §745.225(c)(7), “for each course offered, the training program shall conduct . . . , a hands-on skill assessment . . . [e]ach student must successfully complete the hands-on skills assessment . . . to pass any course.”
21. During the November 17, 2010 renovator course, the EPA inspector observed that all of the students did not participate in and/or complete the hands-on skills assessment. In fact, one student, who was on crutches, did not complete 10 of the 11 hands-on skill assessment activities.
22. At the completion of the November 17, 2010 renovator course, Respondent issued certificates to each of the 12 students indicating that they had passed the course, notwithstanding the fact that Respondent had failed to ensure that each of the 12 students successfully completed the hands-on skills assessment pursuant to 40 C.F.R. §745.225(c)(7).
23. Count 1: Under 40 C.F.R. § 745.235, Respondent’s failure to ensure that each of the 12

students successfully completed the hands-on skills assessment pursuant to 40 C.F.R. §745.225(c)(7), at the completion of the November 17, 2010 renovator course constitutes a violation of Sections 15 and 409 of TSCA, 15 U.S.C. §§ 2614 and 2689.

#### V. CIVIL PENALTY

24. In settlement of EPA's claims for civil penalties assessable for the violations alleged in this Consent Agreement, Respondent consents to the assessment of a civil penalty in the amount of **Five Hundred Sixty Dollars (\$560.00)** which Respondent shall be liable to pay in accordance with the terms set forth below. Such civil penalty amount shall become due and payable immediately upon Respondent's receipt of a true and correct copy of this CAFO. In order to avoid the assessment of interest, administrative costs and late payment penalties in connection with such civil penalty, as described in Paragraphs 28-31, below, Respondent must pay such civil penalty no later than thirty (30) calendar days after the date on which a true and correct copy of the signed and executed CAFO is mailed or hand-delivered to Respondent.
25. The Parties represent that the settlement terms are reasonable and are based upon EPA's consideration of a number of factors, including the penalty criteria set forth in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), *i.e.*, the nature, circumstances, extent and gravity of the violations, and with respect to the Respondent's, ability to pay, effect on ability to continue to do business, any history of prior such violations, the degree of culpability, and such other matters as justice may require. These factors were applied to the particular facts and circumstances of this case with specific reference to EPA's *Consolidated Enforcement Response and Penalty Policy for the Pre-Renovation Education Rule; Renovation, Repair and Painting Rule; and Lead-Based Paint Activities Rule ("LBP Consolidated ERPP")*, dated August 2010, and EPA's *Pilot RRP Penalty Program for Micro-Businesses*, dated May 3, 2012.
26. Payment of the civil penalty amount shall be made by either cashier's check, certified check or electronic wire transfer, in the following manner:
  - a. All payments by Respondent shall reference Respondent's name and address, and the Docket Number of this action, *i.e.*, **TSCA-03-2013-0148**;
  - b. All checks shall be made payable to "**United States Treasury**";
  - c. All payments made by check and sent by regular mail shall be addressed and mailed to:

U.S. EPA - Fines and Penalties  
Cincinnati Finance Center  
P.O. Box 979077  
St. Louis, MO 63197-9000

Contact: Eric Volck, 513-487-2105 or

Craig Steffen 513-487-2091

- d. All payments made by check and sent by overnight delivery service shall be addressed and mailed to:

U.S. EPA - Fines and Penalties  
U.S. Bank  
Government Lockbox 979077  
1005 Convention Plaza  
Mail Station SL-MO-C2-GL  
St. Louis, MO 63101

Contact: (314) 418-1028

- e. All payments made by check in any currency drawn on banks with no USA branches shall be addressed for delivery to:

Cincinnati Finance  
U.S. EPA, MS-NWD  
26 W. M.L. King Drive  
Cincinnati, OH 45268-0001

27. Respondent may also pay the amount described in Paragraph 24, above, electronically or on-line as follows:

- a. All payments made by electronic wire transfer shall be directed to:

Federal Reserve Bank of New York  
ABA = 021030004  
Account = 68010727  
SWIFT Address = FRNYUS33  
33 Liberty Street  
New York, NY 10045  
(Field Tag 4200 of the wire transfer message should read:  
"D 68010727 Environmental Protection Agency")

- b. All electronic payments made through the automated clearinghouse (ACH), also known as Remittance Express (REX), shall be directed to:

US Treasury REX / Cashlink ACH Receiver  
ABA = 051036706  
Environmental Protection Agency, Account No. 310006  
CTX Format Transaction Code 22 - checking

Physical location of U.S. Treasury facility:  
5700 Rivertech Court

Riverdale, MD 20737

Contact: Jessie White 301-887-6548 or  
REX 1-866-234-5681

c. On-Line Payment Option:

WWW.PAY.GOV/PAYGOV

Enter sfo 1.1 in the search field. Open and complete the form.

d. Additional payment guidance is available at:

[http://www.epa.gov/ocfo/finservices/make\\_a\\_payment.htm](http://www.epa.gov/ocfo/finservices/make_a_payment.htm)

A copy of Respondent's check or a copy of Respondent's electronic transfer shall be sent simultaneously to:

Regional Hearing Clerk (3RC00)  
EPA Region III  
1650 Arch Street  
Philadelphia, Pennsylvania 19103 - 2029, and

Donzetta Thomas (3RC30)  
Senior Assistant Regional Counsel  
U.S. Environmental Protection Agency - Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029.

28. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, EPA is entitled to assess interest and late payment penalties on outstanding debts owed to the United States and a charge to cover the costs of processing and handling a delinquent claim, as more fully described below. Accordingly, Respondent's failure to make timely payment or to comply with the conditions in this Consent Agreement and the attached Final Order shall result in the assessment of late payment charges including interest, penalties, and/or administrative costs of handling delinquent debts.
29. Interest on the civil penalty assessed in this CAFO will begin to accrue on the date that a copy of this CAFO is mailed or hand-delivered to Respondent. However, EPA will not seek to recover interest on any amount of the civil penalty that is paid within thirty (30) calendar days after the date on which such interest begins to accrue. Interest will be assessed at the rate of the United States Treasury tax and loan account rate in accordance with 40 C.F.R. § 13.11(a).
30. The costs of the EPA's administrative handling of overdue debts will be charged and assessed monthly throughout the period the debt is overdue. 40 C.F.R. § 13.11(b).

Pursuant to Appendix 2 of EPA's *Resources Management Directives - Cash Management*, Chapter 9, EPA will assess a \$15.00 administrative handling charge for administrative costs on unpaid penalties for the first thirty (30) day period after the payment is due and an additional \$15.00 for each subsequent thirty (30) days the penalty remains unpaid.

31. A late penalty payment of six percent (6%) per year will be assessed monthly on any portion of the civil penalty which remains delinquent more than ninety (90) calendar days. 40 C.F.R. § 13.11(c). Should assessment of the penalty charge on the debt be required, it shall accrue from the first day payment is delinquent. 31 C.F.R. § 901.9(d).
32. The Respondent agrees not to deduct for federal tax purposes the civil monetary penalty specified in this Consent Agreement and the accompanying Final Order.

#### VI. EFFECT OF SETTLEMENT

33. The settlement set forth in this CAFO shall constitute full and final satisfaction of all civil claims for penalties which Complainant may have under TSCA for the specific violations alleged in Section IV ("Findings of Fact and Conclusions of Law"), above. Compliance with this CAFO shall not be a defense to any action commenced at any time for any other violation of the federal laws and regulations administered by EPA.

#### VII. OTHER APPLICABLE LAWS

34. Nothing in this CAFO shall relieve Respondent of the obligation to comply with all applicable federal, state, and local laws and regulations.

#### VIII. CERTIFICATION OF COMPLIANCE

35. Respondent certifies to EPA, upon personal investigation and to the best of its knowledge and belief, that it currently is complying with applicable provisions of TSCA and 40 C.F.R. Part 745.
36. In addition, Respondent agrees to offer at no additional cost, the hands-on training portion of the Initial Renovator Course to all students identified in the course conducted in Paragraph 18, above, within sixty (60) days of the date this CAFO is finalized. A copy of the proposed notification will be submitted to EPA, for approval prior to being sent to the students. A report detailing receipt of notification by each student must be provided within thirty (30) days of sending the notification. All copies should be sent to: Demian Ellis, Lead Enforcement Coordinator, US, EPA - Region III, 1650 Arch Street, Philadelphia, PA 19103.

#### IX. RESERVATION OF RIGHTS

37. Consent Agreement and the accompanying Final Order resolve only EPA's claims for civil monetary penalties for the specific violations alleged against the Respondent in the

Complaint. EPA reserves the right to commence action against any person, including Respondent, in response to any condition which EPA determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment. In addition, this settlement is subject to all limitations on the scope of resolution and to the reservation of rights set forth in Section 22.18(c) of the Consolidated Rules of Practice, 40 C.F.R. § 22.18(c). Further, EPA reserves any rights and remedies available to it under TSCA and any other federal laws or regulations for which EPA has jurisdiction, to enforce the provisions of this CAFO following its filing with the EPA Regional Hearing Clerk.

**X. PARTIES BOUND**

38. This Consent Agreement and the accompanying Final Order shall apply to and be binding upon the EPA, the Respondent and the Respondent's successors, agents and assigns.

**XI. EFFECTIVE DATE**

39. The effective date of this Consent Agreement and the accompanying Final Order (which is signed by the Regional Administrator of EPA Region III, or his designee, the Regional Judicial Officer), shall be the date the CAFO is filed with the EPA Regional Hearing Clerk pursuant to the Consolidated Rules of Practice.

**XII. ENTIRE AGREEMENT**

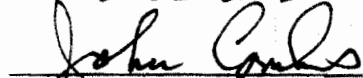
40. This Consent Agreement and the accompanying Final Order constitute the entire agreement and understanding of the parties regarding settlement of all claims pertaining to the specific violations alleged herein and there are no representations, warranties, covenants, terms, or conditions agreed upon between the parties other than those expressed in this CAFO.

**XIII. EXECUTION**

41. The person signing this Consent Agreement on behalf of the Respondent acknowledges and certifies by his signature that he is fully authorized to enter into this Consent Agreement and to legally bind Respondent to the terms and conditions of this Consent Agreement and the accompanying Final Order.

**For Respondent:**

Date: 5-23-2013



The Training Network, Inc.


John Combs

Principal

(703) 264-5170

**For Complainant:**

Date: 5/23/2013



US EPA, Region III

Donzetta Thomas, 3RC50

Sr. Assistant Regional Counsel

(215) 814-2474



After reviewing the foregoing Consent Agreement and other pertinent information, the Land and Chemicals Division, EPA Region III, recommends that the Regional Administrator or the Regional Judicial Officer issue the Final Order attached hereto.

Date: 6.18.13

By: John A. Armstead  
John A. Armstead, Director  
Land and Chemicals Division,  
U.S. EPA, Region III

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION III  
1650 Arch Street  
Philadelphia, Pennsylvania 19103-2029

In the Matter of:

Docket No.: TSCA-03- 2013- 0148

Training Network, Inc.  
12116 Westwood Hills Drive  
Oak Hill, Virginia 20171

Proceeding Under Section 16(a) of the  
Toxic Substances Control Act, 15 U.S.C.  
Section 2615(a)

RESPONDENT

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**FINAL ORDER**


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The Complainant, the Director for the Land and Chemicals Division, U.S. Environmental Protection Agency, Region III and Respondent, Training Network, Inc., have executed a document entitled, "Consent Agreement" which I hereby ratify as a Consent Agreement in accordance with the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation, Termination or Suspension of Permits ("Consolidated Rules of Practice"), 40 C.F.R. Part 22. The terms of the foregoing Consent Agreement are accepted by the undersigned and incorporated into this Final Order as if set forth fully herein.

**WHEREFORE**, pursuant to the authority of Section 16 of the Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2615, for violations of the Lead; Renovation, Repair, and Painting Program ("RRP Rule"), set forth at 40 C.F.R. Part 745, and having determined, based on the representations of the parties to the attached Consent Agreement, that the civil penalty agreed therein was based upon consideration of the factors set forth in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), **IT IS HEREBY ORDERED** that Respondent pay a civil penalty of **Five Hundred Sixty Dollars (\$560.00)** in accordance with the payment provisions set forth in the attached Consent Agreement.

The effective date of this Final Order and the accompanying Consent Agreement is the date on which the CAFO is filed with the EPA Regional Hearing Clerk.

Date: 7/2/13

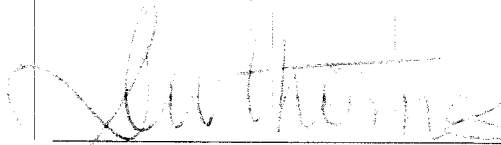
  
Renée Sarajian  
Regional Judicial Officer  
U.S. EPA - Region III

**CERTIFICATE OF SERVICE**

I hereby certify that the original and one copy of the foregoing Consent Agreement and Final Order ("CAFO"), EPA Docket No. TSCA-03-2013-0148, was filed today with the Regional Hearing Clerk, EPA, Region III, and that a copy was sent via United Parcel Service to the following:

John Combs  
Training Network, Inc.  
12116 Westwood Hills Drive  
Oak Hill, Virginia 20171

7/2/13  
Date



Donzetta Thomas (3RC50)  
Senior Assistant Regional Counsel  
U.S. Environmental Protection Agency, Region III  
(215) 814-2474