

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

2017-07-21 AM 9:57
TSCA-03-2017-0123

In the Matter of:)
)
JLD Services, Inc.)
66 S. 5th Street)
Hughesville, PA 17737) Docket No.: TSCA-03-2017-0123
)
d/b/a)
) Proceeding Under Section 16(a) of the
360 Painting of Northeast PA) Toxic Substances Control Act, 15
) U.S.C. §§ 2615(a) and 2689
)
RESPONDENT.

CONSENT AGREEMENT

This Consent Agreement is entered into by the Acting Director for the Land and Chemicals Division, U.S. Environmental Protection Agency, Region III (“Complainant”) and JLD Services, Inc. (“JLD Services” or “Respondent”), pursuant to Sections 16(a) and 409 of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. §§ 2615(a) and 2689, and 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 (with specific reference to 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3)).

I. PRELIMINARY STATEMENT AND STIPULATIONS

1. The violations cited herein pertain to the Respondent’s alleged failure, during the performance of a renovation for compensation on certain pre-1978 housing, to comply with the Lead Renovation, Repair, and Painting Program (commonly known as the “RRP Rule”), set forth and codified by EPA at 40 C.F.R. Part 745, Subpart E.
2. In accordance with 40 C.F.R. § 22.13(b) and .18(b)(2) and (3) of the *Consolidated Rules of Practice*, Complainant hereby simultaneously commences and resolves, as part of the settlement set forth herein, EPA’s civil claims alleged in Sections IV and V of this Consent Agreement.

II. JURISDICTION

3. The U.S. Environmental Protection Agency (“EPA”) has jurisdiction over the above-captioned matter pursuant to Sections 16(a) and 409 of TSCA, 15 U.S.C. §§ 2615(a) 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, immediately above, the Respondent neither admits nor denies the specific factual allegations and legal conclusions set forth in 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. Congress passed the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the Act), 42 U.S.C. §§ 4851 to 4856, to address the need to control exposure to lead-based paint hazards. The Act amended TSCA by adding *Subchapter IV – Lead Exposure Reduction*, TSCA Sections 401 to 412, 15 U.S.C. §§ 2681 to 2692.
12. Section 402(c) of TSCA, 15 U.S.C § 2682, required the Administrator of EPA to promulgate regulations for the certification of individuals engaged in renovation or remodeling activities in target housing, public buildings built before 1978, and commercial buildings.
13. Section 407 of TSCA, 15 U.S.C. § 2687 required that the regulations promulgated by the Administrator include such record keeping and reporting requirements as may be necessary to insure the effective implementation of TSCA Subchapter IV.
14. Under the RRP Rule, each person who performs for compensation, a renovation of target housing or a child-occupied facility must be trained and certified by an EPA accredited training provider to conduct renovation, remodeling and or painting activities in target

housing and or child-occupied facilities or must be employed by an EPA-certified renovation firm.

15. Pursuant to 40 C.F.R. § 745.83, the term “firm” means “a company, partnership, corporation, sole proprietorship or individual doing business, association or other business entity; a Federal, State, Tribal or local government agency; or a nonprofit organization.”
16. Pursuant to 40 C.F.R. § 745.83, the term “renovation” means “the modification of any existing structure, or portion thereof that results in the disturbance of painted surfaces, unless that activity is performed as part of an abatement as defined by 40 C.F.R. § 745.223.”
17. Pursuant to Section 401(17) of TSCA, 15 U.S.C. § 2681(17), and 40 C.F.R. § 745.103, the term “target housing” means “any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.”
18. Respondent, d/b/a 360 Painting of Northeast PA, is a Pennsylvania corporation that specializes in the interior and exterior painting of residential and commercial buildings in western Pennsylvania. Respondent does business from an office located at 66 S. 5th Street, Hughesville, PA 17737.
19. Respondent is and was, at all times herein relevant, a “person” and a “firm,” that performed a “renovation” as those terms are defined at 40 C.F.R. § 745.83, at a residential property located at 1017 Race Street, Williamsport, PA 17701 on and after April 7, 2016.
20. The two-family residential home located at 1017 Race Street, Williamsport, PA 17701, referred to in the preceding Paragraph, was constructed prior to 1978 and is “target housing” as that term is defined at 40 C.F.R. § 745.103.
21. Respondent entered into a written contract, proposed on January 5, 2016, with the owner of the two-family residential home located at 1017 Race Street, Williamsport, PA 17701 (hereinafter, “Target Housing Property” or “Property”) for the purpose of performing a “renovation for compensation,” pursuant to 40 C.F.R. § 745.82(a), at the Target Housing Property.
22. The “renovation performed for compensation” by the Respondent at the Target Housing Property did not involve a renovation in any target housing or in any child-occupied facility in which:
 - (1) “a written determination ha[d] been made by an inspector or risk assessor ... that the components affected by the renovation are free of paint or other surface coatings that contain lead equal to or in excess of 1.0 milligrams/per square centimeter . . .,” as provided at 40 C.F.R. § 745.82(a)(1);

- (2) “a certified renovator, using an EPA recognized test kit . . . , has tested each component affected by the renovation and determined that the components are free of paint or other surface coatings that contain lead equal to or in excess of 1.0 milligrams/per square centimeter . . . ,” as provided at 40 C.F.R. § 745.82(a)(2); or
- (3) “a certified renovator has collected a paint chip sample from each painted component affected by the renovation and a laboratory recognized by EPA . . . has determined that the samples are free of paint or other surface coatings that contain lead equal to or in excess of 1.0 milligrams/per square centimeter . . . ,” as provided at 40 C.F.R. § 745.82(a)(3).
23. On April 8, 2016, EPA received a complaint from a City of Williamsport Pennsylvania Code Enforcement Officer who had visited the Target Housing Property on April 7, 2016 in response to a prior Zoning Officer report of water containing paint chips being dumped into a storm drain near the Property. The Code Enforcement Officer advised EPA that on April 7, 2016 he observed a JLD Services foreman pressure washing the exterior of the home on the Target Housing Property and saw numerous waste paint chips, dust and debris in the Property yard and surrounding street and that he had taken photographs of the Property showing paint chips from such renovation activities visible on the ground next to the home, in the grass and plants below the scaffolding, and surrounding the water drain basin in the street.
24. On May 17, 2016, two EPA Inspectors interviewed the Respondent’s President, and conducted an inspection of Respondent’s business records (hereinafter “Records Review”), to further determine Respondent’s level of compliance with the applicable RRP Rule in regards to the renovation activities performed by the Respondent at the Target Housing Property.

V. VIOLATIONS ALLEGED

COUNT I

Performing Target Housing Renovation for Compensation Without First Obtaining Required Firm Certification

25. The allegations contained in Paragraphs 1 through 24 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
26. Pursuant to 40 C.F.R. § 745.81(a)(2)(ii), on or after April 22, 2010, no firm may perform, offer, or claim to perform renovations without certification from EPA, under 40 C.F.R. § 745.89, in target housing or child-occupied facilities, unless the renovation qualifies for one of the exceptions identified in 40 C.F.R. § 745.82(a) or (c).
27. On or about April 7, 2016, Respondent performed a renovation at the Target Housing Property, which did not qualify for any of the exceptions identified in 40 C.F.R.

- § 745.82(a) or (c), respectively, without first having obtained initial lead-safe firm certification pursuant to the requirements and provisions set forth at 40 C.F.R. § 745.89.
28. Respondent's performance of a target housing renovation, after April 22, 2010, without first obtaining the required initial lead-safe firm certification from EPA pursuant to 40 C.F.R. § 745.89 requirements, constitutes a failure on the part of the Respondent to comply with an applicable RRP Rule requirement of 40 C.F.R. § 745.81(a)(2)(ii).
29. The Respondent's failure to comply with an applicable 40 C.F.R. § 745.81(a)(2)(ii) RRP Rule requirement by its performance of the above-described Target Housing Property renovation, after April 22, 2010, and without first having obtaining a required 40 C.F.R. § 745.89 initial lead-safe firm certification from EPA, constitutes a violation of 40 C.F.R. §745.87(a) and of Section 409 of TSCA, 15 U.S.C. § 2689.

COUNT II

Failing to Obtain Timely Written Acknowledgment of Target Housing Owner's Receipt of EPA-Approved Lead Hazard Information Pamphlet

30. The allegations contained in Paragraphs 1 through 29 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
31. Pursuant to 40 C.F.R. § 745.84(a)(1), a firm performing a renovation in any residential dwelling unit of target housing must provide the owner of the unit with the EPA-approved lead hazard information pamphlet entitled "*Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools*" within 60 days before beginning renovation activities and either: (i) obtain, from the owner, a written acknowledgment that the owner has received the pamphlet; or (ii) obtain a certificate of mailing at least 7 days prior to the renovation.
32. On May 17, 2016, EPA Inspectors conducted a Records Review of the business records maintained by the Respondent with respect to the renovation activities that Respondent performed at the Target Housing Property.
33. At the time of the May 17, 2016 EPA Records Review of its business records, Respondent was unable to provide the EPA Inspectors with any written documentation which acknowledged that the Target Housing Property owner had received the required EPA-approved lead hazard information pamphlet entitled "*Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools*" from the Respondent at any time prior to the Respondent's initiation and performance of a renovation at the Target Housing Property on or before April 7, 2016.
34. Respondent's failure to obtain from the Target Housing Property owner a written acknowledgment that the owner had timely received the required EPA-approved lead hazard information pamphlet entitled "*Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools*" constitutes a failure on the

part of the Respondent to comply with an applicable RRP Rule requirement of 40 C.F.R. § 745.84(a)(i).

35. The Respondent's failure to comply with an applicable 40 C.F.R. § 745.81(a)(1)(i) RRP Rule requirement, by and through its failure to obtain from either Target Housing Property owner a written acknowledgment that he had timely received the required EPA-approved lead hazard information pamphlet, constitutes a violation of 40 C.F.R. §745.87(a) and of Section 409 of TSCA, 15 U.S.C. § 2689.

COUNT III

Failing to Post Required Warning Signs

36. The allegations contained in Paragraphs 1 through 35 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
37. 40 C.F.R. § 745.85(a)(1) provides that “[f]irms must post signs clearly defining the work area and warning occupants and other persons not involved in renovation activities to remain outside of the work area. To the extent practicable, these signs must be in the primary language of the occupants. These signs must be posted before beginning the renovation and must remain in place and readable until the renovation and the post-renovation cleaning verification have been completed. If warning signs have been posted in accordance with 24 CFR 35.1345(b)(2) or 29 CFR 1926.62(m), additional signs are not required by this section.”
38. On April 7, 2016, a date during which renovation activities were being performed at the Target Housing Property by one or more workers employed by the Respondent, no lead work warning signs were posted to warn occupants and other persons not involved in renovation activities to remain outside of the work area during the time that Target Housing Property renovation work was in progress.
39. Respondent's failure to post required lead work warning signs, to warn occupants and other persons not involved in renovation activities to remain outside of the work area during the course of renovation and post-renovation cleaning verification activities conducted by Respondent at the Target Housing Property, constitutes a failure on the part of the Respondent to comply with an applicable RRP Rule requirement of 40 C.F.R. § 745.85(a)(1).
40. The Respondent's failure to comply with an applicable 40 C.F.R. § 745.85(a)(1) RRP Rule requirement, by and through its failure to post required lead work warning signs designed to warn occupants and other persons not involved in the Target Housing Property renovation to remain outside of the work area during the course of renovation and post-renovation cleaning verification activities, constitutes a violation of 40 C.F.R. § 745.87(a) and of Section 409 of TSCA, 15 U.S.C. § 2689.

COUNT IV

*Failing to Ensure that Waste Collected from
Renovation Activities was Properly Stored and Contained*

41. The allegations contained in Paragraphs 1 through 40 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
42. 40 C.F.R. § 745.85(a)(4)(ii) provides that “[a]t the conclusion of each work day and at the conclusion of the renovation, waste that has been collected from renovation activities must be stored under containment, in an enclosure, or behind a barrier that prevents release of dust and debris out of the work area and prevents access to dust and debris.”
43. At the conclusion of the Respondent’s April 7, 2016 work day at the Target Housing Property, numerous waste paint chips, dust and debris from that day’s renovation activities remained uncollected, uncontained and visible on the ground next to the home, in the grass and plants around the perimeter of the home, and surrounding the water drain basin in the street adjacent to the Target Housing Property and outside of the work area.
44. Respondent’s failure to collect and contain all of the waste from renovation activities conducted at the Target Housing Property at the conclusion of the April 7, 2016 work day in an enclosure or behind a barrier preventing dust and debris access or releases outside the work area, constitutes a failure on the part of the Respondent to comply with an applicable RRP Rule requirement of 40 C.F.R. § 745.85(a)(4)(ii).
45. Respondent’s failure to comply with an applicable 745.85(a)(4)(ii) RRP Rule requirement, by and through its failure to collect and contain all of the waste from renovation activities conducted at the Target Housing Property at the conclusion of the April 7, 2016 work day in an enclosure or behind a barrier preventing dust and debris access or releases outside the work area, as described in the preceding paragraph, constitutes a violation of 40 C.F.R. §745.87(a) and of Section 409 of TSCA, 15 U.S.C. § 2689.

COUNT V

*Failing to Make Available to EPA
Required Documentation of Respondent’s Compliance With
the Requirements of Each Applicable Work Practice Standard*

46. The allegations contained in Paragraphs 1 through 45 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
47. Pursuant to 40 C.F.R. § 745.86(a), firms performing renovations must retain and, if requested, make available to EPA all records necessary to demonstrate compliance with the requirements of 40 C.F.R. § 745, Subpart E, for a period of 3 years following completion of the renovation.

48. Pursuant to 40 C.F.R. §745.86(b)(6), firms performing renovations must retain all records documenting compliance with the work practice standards of 40 C.F.R. § 745.85, including documentation that a certified renovator performed, or directed workers to perform, tasks described by 40 C.F.R. § 745.85(a), and followed the post-renovation cleaning verification described in 40 C.F.R. § 745.85(b).
49. At the time of the May 17, 2016 EPA Records Review, Respondent did not have any records available to document whether a certified renovator performed, or directed workers to perform the tasks required by 40 C.F.R. § 745.85(a), or to document whether Respondent followed the post-renovation cleaning verification standards described in 40 C.F.R. § 745.85(b), during the course of the Target Housing Property renovation that occurred on April 7, 2016, or on any other date.
50. Respondent's failure to retain and provide to EPA, upon request, records that Respondent is required to maintain in order to document its compliance with the work practice standards of 40 C.F.R. § 745.85, including documentation that a certified renovator performed, or directed workers to perform, tasks described by 40 C.F.R. § 745.85(a) and followed the post-renovation cleaning verification standards described in 40 C.F.R. § 745.85(b) during the course of the Target Housing Property renovation performed on or about April 7, 2016, constitutes a failure on the part of the Respondent to comply with an applicable RRP Rule requirement of 40 C.F.R. § 745.86(b)(6).
51. Respondent's failure to comply with an applicable 40 C.F.R. § 745.86(a)(6) RRP Rule requirement through its failure to retain and provide to EPA, upon request, those records required to document compliance with the work practice standards of 40 C.F.R. § 745.85 during the course of the Target Housing Property renovation, as described in the preceding paragraph, constitutes a violation of 40 C.F.R. §745.87(a) and of Section 409 of TSCA, 15 U.S.C. § 2689.

COUNT VI

Failing to Ensure Compliance with Certified Renovator Requirements and Responsibilities

52. The allegations contained in Paragraphs 1 through 51 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
53. Pursuant to 40 C.F.R. § 745.89(d)(1), firms performing renovations must ensure that “[a]ll individuals performing renovation activities on behalf of the firm are either certified renovators or have been trained by a certified renovator in accordance with [40 C.F.R.] § 745.90.”
54. Pursuant to 40 C.F.R. § 745.89(d)(2), firms performing renovations must also ensure that “[a] certified renovator is assigned to each renovation performed by the firm and discharges all of the certified renovator responsibilities identified in [40 C.F.R.] § 745.90.”

55. On April 7, 2016, workers employed by the Respondent were conducting renovation activities on Respondent's behalf at the Target Housing Property.
56. On April 7, 2016, none of those workers conducting renovation activities on Respondent's behalf at the Target Housing Property were certified renovators, nor had any of them been trained by a certified renovator, in accordance with 40 C.F.R. § 745.90.
57. On April 7, 2016, no certified renovator was assigned by the Respondent to the renovation then being performed at the Target Housing Property and no certified renovator discharged the certified renovator responsibilities identified in 40 C.F.R. § 745.90 on that date, on behalf of the Respondent, at the Target Housing Property renovation.
58. Respondent's failure to ensure that all individuals performing renovation activities on its behalf at the Target Housing Property on April 7, 2016 were either certified renovators or were trained by a certified renovator, in accordance with 40 C.F.R. § 745.90, and its additional failure to assign a certified renovator to the renovation then being performed at the Target Housing Property to discharge the certified renovator responsibilities identified in 40 C.F.R. § 745.90 on that date, constitute failures, on the part of the Respondent, to comply with an applicable RRP Rule requirements of 40 C.F.R. § 745.89(d)(1) and (2).
59. Respondent's failure to comply with applicable 40 C.F.R. § 745.89(d)(1) and (2) RRP Rule requirements, through its failure to ensure that all individuals performing renovation activities on its behalf at the Target Housing Property on April 7, 2016 were either certified renovators or were trained by a certified renovator, in accordance with § 745.90, and to assign a certified renovator to the renovation then being performed at the Target Housing Property in order to discharge the certified renovator responsibilities identified in 40 C.F.R. § 745.90 on that date, as described in the preceding paragraph, constitutes a violation of 40 C.F.R. §745.87(a) and of Section 409 of TSCA, 15 U.S.C. § 2689.

VI. CIVIL PENALTY

60. 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 **One Thousand Eight Hundred and Forty-Eight Dollars (\$1,848.00)**, 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. If Respondent pays the entire penalty of \$1,848.00 within thirty (30) calendar days of the date on which this CAFO is mailed or hand-delivered to Respondent, no interest will be assessed against the Respondent pursuant to 40 C.F.R. § 13.11(a)(1).
61. 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 the applicable EPA "*Pilot RRP Penalty Program for Micro-Businesses*," issued on May 3, 2012 and extended through June 30, 2017 by the October 28, 2016 e-mail Memorandum of Gregory Sullivan, Acting Director, Waste and Chemical Enforcement Division, Office of Civil Enforcement. Complainant has also considered the appropriate *Adjustment of Civil Monetary Penalties for Inflation*, pursuant to 40 C.F.R. Part 19 and the to the July 27, 2016 Memoranda by EPA Assistant Administrator Cynthia Giles, entitled *Amendments to the U.S. Environmental Protection Agency's Civil Penalty Policies to Account for Inflation (Effective August 1, 2016)*.

62. Respondent has asserted that it will not be able to pay the agreed \$1,848.00 civil penalty amount in full within thirty (30) calendar days of the date on which this CAFO is mailed or hand-delivered. As a result, it is the understanding of the Parties that the Respondent will pay the entire penalty over a one hundred and eighty (180) day period, with an initial civil penalty installment of \$308.00 due within 30 days of Respondent's receipt of a true and correct copy of this CAFO and the remaining \$1,540.00 civil penalty balance to be paid in five (5) subsequent installments, with interest at the rate of 1% per annum on the outstanding principal balance, according to the following schedule:

1st payment - *due within 30 days* of the date on which the CAFO is mailed or hand-delivered to the Respondent = \$ 308.00;

2nd payment - *due within 60 days* of the date on which the CAFO is mailed or hand-delivered to the Respondent = \$ 309.28;

3rd payment - *due within 90 days* of the date on which the CAFO is mailed or hand-delivered to the Respondent = \$ 309.06;

4th payment - *due within 120 days* of the date on which the CAFO is mailed or hand-delivered to the Respondent = \$ 308.77;

5th payment - *due within 150 days* of the date on which the CAFO is mailed or hand-delivered to the Respondent = \$ 308.53; and

6th payment - *due within 180 days* of the date on which the CAFO is mailed or hand-delivered to the Respondent = \$ 308.26.

Pursuant to this payment schedule, the Respondent will pay the full civil penalty of \$1,848.00, plus accrued interest of \$ 3.90, as further outlined in the chart below:

Payment No.	Payment Due # of Days after Effective Date of Consent Agreement			Payment Amount Due
		Principal	Interest	
1	30 Days	\$ 308.00	\$ 0.00	\$ 308.00
2	60 Days	\$ 308.00	\$ 1.28	\$ 309.28
3	90 Days	\$ 308.00	\$ 1.06	\$ 309.06
4	120 Days	\$ 308.00	\$ 0.77	\$ 308.77
5	150 Days	\$ 308.00	\$ 0.53	\$ 308.53
6	180 Days	\$ 308.00	\$ 0.26	\$ 308.26
Total =		\$ 1,848.00	\$ 3.90	\$ 1,851.90

63. Payment of each 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-03-2017-0123**;
 - 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. Environmental Protection Agency
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000

Primary Contact: Craig Steffen, 513-487-2091
Secondary Contact: Molly Williams, (513) 487-2076

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

U.S. Environmental Protection Agency
Cincinnati Finance Center
P.O. Box 979077
1005 Convention Plaza 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
US EPA, MS-NWD
26 W. M.L. King Drive
Cincinnati, OH 45268-0001

64. Respondent may also pay the civil penalty amount in Paragraph 50 above, including applicable accrued interest set forth in paragraph 52 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
Account Number: 310006, Environmental Protection Agency
CTX Format Transaction Code 22 - Checking

Physical location of U.S. Treasury facility:
5700 Rivertech Court
Riverdale, MD 20737

Contact: John Schmid, (202) 874-7026 or
Remittance Express (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

65. A copy of each check issued by, and/or of each electronic transfer payment made by, the Respondent shall be sent simultaneously to:

Ms. Lydia Guy
Regional Hearing Clerk (3RC00)
EPA Region III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029;

and

A.J. D'Angelo
Senior Assistant Regional Counsel (3RC50)
U.S. Environmental Protection Agency - Region III
1650 Arch Street
Philadelphia, PA 19103-2029.

66. 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.
67. 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.
68. 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).
69. The Respondent agrees not to deduct for federal tax purposes the civil monetary penalty specified in this Consent Agreement and the accompanying Final Order.

VII. EFFECT OF SETTLEMENT

70. The settlement set forth in this CAFO shall constitute full and final satisfaction of all civil claims for penalties which Complainant may have against Respondent under Section 16 of TSCA, 15 U.S.C. § 2615, for the specific violations alleged in Section V (“Violations Alleged”), 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.

VIII. OTHER APPLICABLE LAWS

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

IX. CERTIFICATION OF COMPLIANCE

72. 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.

X. RESERVATION OF RIGHTS

73. This 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 this CAFO. 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.

XI. PARTIES BOUND

74. 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.

XII. EFFECTIVE DATE

75. 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*.

XIII. ENTIRE AGREEMENT


76. 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.

XIV. EXECUTION

77. 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.

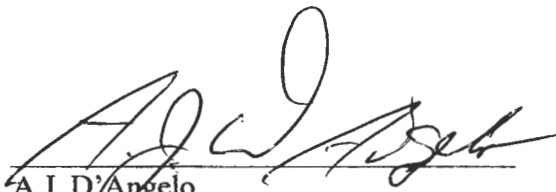
For Respondent:

Date: 4/3/17

By: 
Mr. Jerry Daugherty, President
JLD Services, Inc.

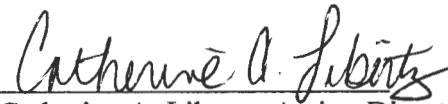
For Complainant:

Date: 7/10/2017

By: 
A.J. D'Angelo
UST, Asbestos, Lead & Pesticides Branch
Office of Regional Counsel
U.S. Environmental Protection Agency, Region III

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: 4-13-17

By: 
Catherine A. Libertz, Acting Director
Land and Chemicals Division
U.S. Environmental Protection Agency, Region III

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

RECEIVED
2017 APR 21 AM 9:57
REGIONAL HEARING CLERK
EPA REGION III, PHILA. PA

In the Matter of:)
)
JLD Services, Inc.)
66 S. 5th Street)
Hughesville, PA 17737) Docket No.: TSCA-03-2017-0123
)
d/b/a)
) Proceeding Under Section 16(a) of the
360 Painting of Northeast PA) Toxic Substances Control Act, 15
) U.S.C. §§ 2615(a) and 2689

RESPONDENT.

FINAL ORDER

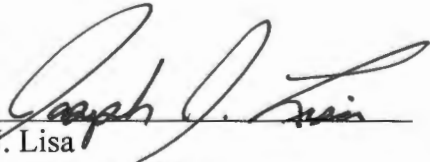
Complainant, the Acting Director of the Land and Chemicals Division, U.S. Environmental Protection Agency, Region III, and Respondent, JLD Services, Inc., d/b/a 360 Painting of Northeast PA, have executed a document entitled "Consent Agreement," which I hereby ratify as a Consent Agreement in accordance 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, with specific reference to Sections 22.13(b) and 22.18(b)(2) and (3). The terms of the foregoing Consent Agreement are accepted by the undersigned and incorporated into this Final Order as if fully set forth at length herein.

WHEREFORE, pursuant to Sections 16(a) and 409 of the Toxic Substances Control Act ("TSCA"), 15 U.S.C. §§ 2615(a) and 2689, with respect to violations of the Residential Property Renovation requirements of 40 C.F.R. Part 745, Subpart E, and having determined, based on the representations of the parties to the attached Consent Agreement, that the civil penalty agreed therein was based upon a consideration of, *inter alia*: the statutory penalty factors set forth in

Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B); 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; the applicable and currently effective EPA "*Pilot RRP Penalty Program for Micro-Businesses*," issued on May 3, 2012; and the appropriate *Adjustment of Civil Monetary Penalties for Inflation*, pursuant to 40 C.F.R. Part 19 and the July 27, 2016 Memoranda by EPA Assistant Administrator Cynthia Giles, entitled *Amendments to the U.S. Environmental Protection Agency's Civil Penalty Policies to Account for Inflation (Effective August 1, 2016)*, **IT IS HEREBY ORDERED** that Respondent pay a civil monetary penalty of One Thousand Eight Hundred and Forty-Eight Dollars (\$1,848.00), in accordance with the provisions of the foregoing Consent Agreement, and comply timely with each of the additional terms and conditions thereof.

The effective date of the foregoing Consent Agreement and this Final Order, signed by the Regional Administrator of the U.S. Environmental Protection Agency, Region III, or his designee, the Regional Judicial Officer, is the date on which this Final Order is filed with the Regional Hearing Clerk.

Date: April 20, 2017



Joseph J. Lisa
Regional Judicial Officer
U.S. Environmental Protection Agency, Region III

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

In the Matter of:)
)
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66 S. 5th Street)
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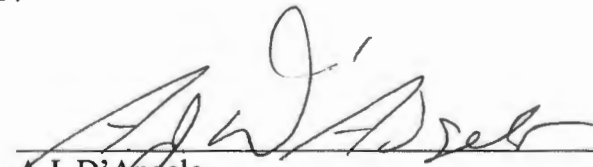
RESPONDENT.

CERTIFICATE OF SERVICE

I hereby certify that on the date set forth below, I caused to be hand-delivered to Ms. Lydia Guy, Regional Hearing Clerk (3RC00), U.S. EPA Region III, 1650 Arch Street, 5th Floor, Philadelphia, PA 19103-2029, the original and one copy of the foregoing Consent Agreement and of the accompanying Final Order (collectively, "CAFO"). I further certify that on the date set forth below, I caused true and correct copies of the same to be mailed via Certified Mail, Return Receipt Requested, Postage Prepaid (Article No. 7001 2510 0001 1042 9191), to the following person at the following address:

Mr. Jerry Daugherty, President
JLD Services, Inc.
d/b/a 360 Painting of Northeast PA
66 S. 5th Street
Hughesville, PA 17737

4/21/2017
Date


A.J. D'Angelo
Sr. Assistant Regional Counsel
UST, Asbestos, Lead & Pesticides Branch
Office of Regional Counsel (3RC50)
U.S. EPA, Region III
1650 Arch Street
Philadelphia, PA 19103-2029
Tel. (215) 814-2480