

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

*A.J. D'Angelo (3RC50)
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*Via Certified Mail, Return Receipt
Requested, Postage Prepaid
(Article No. 7001 2510 0001 1042 9610)*

APR 16 2018

M. Joseph Pierce, Esquire
Rees Broome, P.C.
1900 Gallows Road, Suite 700
Tysons, Corner, VA 22182

Re: T.S.G. Construction, LLC
Consent Agreement and Final Order - Docket No. TSCA-03-2018-0082

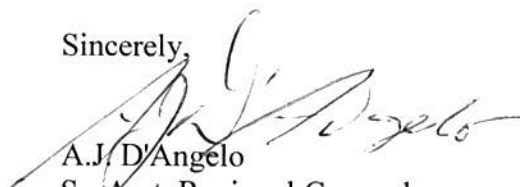
Dear Mr. Pierce:

Please find enclosed true and correct copies of the fully executed Consent Agreement and Final Order (collectively, "CAFO"), that simultaneously initiates and resolves the above-captioned matter. The originals of each document were filed today with the EPA Regional Hearing Clerk.

Payment of the agreed civil penalty will fully and finally resolve T.S.G. Construction, LLC's civil penalty liability for the allegations set forth therein. Timely remittance of each civil penalty installment payment and of the full penalty, plus applicable interest, within the 180-day time period provided, should be made pursuant to the manner and instructions set forth in the Consent Agreement.

If you have any questions, please do not hesitate to call.

Sincerely,



A.J. D'Angelo
Sr. Asst. Regional Counsel

Enclosures

cc: Regional Hearing Clerk (3RC00)

Ms. Noelle Watanabe
Toxics Programs Branch (3LC41)

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION III

1650 Arch Street

Philadelphia, Pennsylvania 19103-2029

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REGIONAL HEARING CLERK
EPA REGION III PHILA. PA

<p>In the Matter of:</p> <p>T.S.G. Construction, LLC 6004 Flanders Street Springfield, Virginia 22150,</p> <p style="text-align: right;">RESPONDENT.</p>	<p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p> <p>)</p>	<p>Docket No.: TSCA-03-2018-0082</p> <p>Proceeding Under Sections 16(a) and 409 of the Toxic Substances Control Act, 15 U.S.C. §§ 2615(a) and 2689.</p>
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CONSENT AGREEMENT

This Consent Agreement is entered into by the Director of the Land and Chemicals Division, U.S. Environmental Protection Agency, Region III ("Complainant") and T.S.G. Construction, LLC (hereinafter "TSG" 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" or the "Agency") 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 ensure 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 is a Virginia limited liability company that performs commercial and institutional building restoration activities, specializing in nonresidential drywall and building component renovation and repair. Respondent does business from an office located at 6004 Flanders Street, Springfield, Virginia 22150.
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, in the common areas of two multi-unit residential properties known as the University Towers, located at 1111 and 1121 University Boulevard West, Silver Springs, Maryland 20902 during the period of early October, 2015 through at least mid-December, 2015.
20. The University Towers consist of two 15-story brick high rise condominium buildings located in suburban Silver Spring, Maryland at the intersection of University Boulevard West and Arcola Avenue. The University Towers contain 535 residential living units, with 269 units in the 1111 University Boulevard West Building (“1111 Building”) and 266 units in the 1121 University Boulevard West Building (“1121 Building”). The 1111 Building was erected in 1967 and the 1121 Building was erected in 1969 as an apartment complex before being converted to a condominium in 1982.
21. On or about July 15, 2015, a “person” and a “firm” known as HBW Properties, Inc., also doing business as HBW Group and HBW Construction (hereinafter “HBW” and/or “General Contractor”) entered into a written contract (hereinafter the “General Contract”) with the University Towers Condominium Association, the owner of the University Towers (hereinafter, the “Target Housing Property”) for the purpose of performing a “renovation for compensation,” pursuant to 40 C.F.R. § 745.82(a), in the common areas and in certain interior units of the 1111 Building and 1121 Building Target Housing Property.
22. In the Fall of 2015, HBW entered into subcontracts with, and thereby engaged, seven (7) other firms to perform various activities required pursuant to Respondent’s July 15, 2015

General Contract with the University Towers Condominium Association in the Target Housing Property under HBW's supervision.

23. In September 2015, HBW entered into one such written subcontract agreement (hereinafter the "Subcontract") with TSG for TSG's performance of certain "renovation for compensation" activities, as these terms are defined at 40 C.F.R. § 745.83, in the common areas of the 1111 Building and 1121 Building Target Housing Property.
24. Pursuant to its Subcontract with the General Contractor, TSG agreed to perform "renovation for compensation" activities that included the removal of finishes, sanding, skim coating and other paint preparation activities associated with the renovation of walls and of certain ceiling components in the common areas of the 1111 Building and 1121 Building Target Housing Property in the Fall of 2015.
25. The "renovation for compensation" activities which the Respondent agreed to perform at the Target Housing Property in the Fall of 2015 pursuant to its Subcontract with General Contractor HBW are described in the preceding paragraph and 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 [we]re 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 . . ., ha[d] tested each component affected by the renovation and determined that the components [we]re 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 ha[d] collected a paint chip sample from each painted component affected by the renovation and a laboratory recognized by EPA . . . ha[d] determined that the samples [we]re 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).
26. On October 20, 2015, EPA received a complaint from a Target Housing Property tenant regarding renovation activities that were then being performed in the common areas and in several interior units of the 1121 Building.
27. On October 29, 2015, two duly authorized EPA Inspectors interviewed the complaining tenant and conducted an inspection of common areas on several floors in the 1111 Building and in the 1121 Building, where renovation activities were then occurring, in order to determine the level of compliance with applicable RRP Rule requirements and prohibitions.
28. On December 15, 2015, two duly authorized EPA Inspectors performed a review of the General Contractor's business records (hereinafter "Records Review"), to further

- determine the nature and extent of HBW's, TSG's and other engaged firms' compliance with applicable RRP Rule requirements and prohibitions during their respective performance of Target Housing Property renovation activities at the University Towers.
29. On May 10, 2017 and again on May 16, 2017, EPA informally requested contracts and other documents, written work descriptions, and other information from HBW pertaining to the renovation activities conducted by itself, TSG, and others, at the Target Housing Property. HBW provided responsive documents and information to EPA on May 17, 2017.
 30. On November 30, 2017, EPA issued Respondent a *Notice of Noncompliance and Request to Show Cause* letter (hereinafter, "NON") alleging RRP Rule violations during the course of renovation activities that TSG performed at the Target Housing Property pursuant to its Subcontract with HBW. Along with the November 30, 2017 NON, EPA sent Respondent a formal request for additional information pertaining specifically to the renovation activities that TSG performed at the Target Housing Property in the Fall of 2015. Respondent provided responsive information to EPA on January 22, 2018.

V. VIOLATIONS ALLEGED

COUNT I

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

31. The allegations contained in Paragraphs 1 through 30 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
32. 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).
33. From on or about early October, 2015 through at least mid-December, 2015, 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.
34. 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).
35. 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 obtained 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 Ensure That All Individuals

Performing Target Housing Property Renovation Activities

Were Either Certified Renovators or Had Been Trained by a Certified Renovator

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. Pursuant to the “firm responsibilities” set forth at 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.”
38. Pursuant to the “firm responsibilities” set forth at 40 C.F.R. § 745.89(d)(2), firms performing renovations must 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.”
39. The renovation activities performed at the Target Housing Property by TSG workers from on or about early October, 2015 through at least mid-December, 2015 were not performed by certified renovators, or by individuals trained by a certified renovator, in accordance with 40 C.F.R. § 745.90, and no certified renovator was assigned to the University Towers Target Housing Renovation project by the Respondent or by the General Contractor to discharge the certified renovator responsibilities identified in 40 C.F.R. § 745.90.
40. Respondent’s failure to ensure that all individuals who performed University Towers Target Housing Property renovation activities on its behalf were either certified renovators or had been trained by a certified renovator in accordance with 40 C.F.R. § 745.90, and its failure to ensure that a certified renovator was assigned to the University Towers Target Housing Property renovation project to discharge all of the certified renovator responsibilities identified in 40 C.F.R. § 745.90, constitutes a failure on the part of the Respondent to comply with applicable RRP Rule requirements of 40 C.F.R. § 745.89(d)(1) and (2).
41. The Respondent’s failure to comply with applicable RRP Rule requirements of 40 C.F.R. § 745.89(d)(1) and (2) by and through its failure to ensure that all individuals who performed University Towers Target Housing Property renovation activities on its behalf were either certified renovators or had been trained by a certified renovator, and its failure to ensure that a certified renovator was assigned to the University Towers Target Housing Property renovation project to discharge all of the certified renovator responsibilities identified in 40 C.F.R. § 745.90, 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 Comply with Occupant Protection Work Practice Standards

42. The allegations contained in Paragraphs 1 through 41 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
43. The “occupant protection” RRP Rule work practice standards set forth at 40 C.F.R. § 745.85(a)(1) provide 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 29CFR 1926.62(m), additional signs are not required by this section.”
44. On October 29, 2015, a day during which renovation activities were being performed by TSG workers in each of several common area hallways in the 1111 Building and in the 1121 Building Target Housing Property, there were no signs posted that clearly defined the respective work areas or that warned occupants and other persons not involved in renovation activities to remain outside of the respective work areas.
45. Respondent’s failure to post signs clearly defining each work area and warning occupants and other persons not involved in renovation activities to remain outside of the work area locations in the Target Housing Property while renovation activities were then and there ongoing, constitutes a failure on the part of the Respondent to comply with an applicable “occupant protection” RRP Rule requirement of 40 C.F.R. § 745.85(a)(1).
46. The Respondent’s failure to comply with an applicable “occupant protection” RRP Rule requirement of 40 C.F.R. § 745.85(a)(1) by and through its failure to post signs clearly defining the renovation work areas and warning occupants and other persons not involved in renovation activities to remain outside of the work area locations in the Target Housing Property while renovation activities were then and there ongoing, 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 Properly Contain a Work Area
by Not Covering All Open Ducts*

47. The allegations contained in Paragraphs 1 through 46 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
48. The interior renovation work area containment requirements of 40 C.F.R. § 745.85 (a)(2)(i)(B) provide that a renovation firm must: “[c]lose and cover all ducts opening in the work area with taped-down plastic sheeting or other impermeable material.”

49. On October 29, 2015, a day during which TSG workers were performing renovation activities in each of several common area hallways in the 1111 Building and in the 1121 Building Target Housing Property, there were ducts in several Target Housing Property renovation work areas that were not taped down with plastic sheeting or other impermeable material, such that these ducts remained open and uncovered at times when renovation activities were ongoing.
50. Respondent's failure to close, cover and tape down (with plastic sheeting or other impermeable material) all ducts opening into Target Housing Property renovation work areas while interior Target Housing Property renovation activities were ongoing constitutes a failure on the part of the Respondent to comply with an applicable interior renovation work area containment requirement of 40 C.F.R. § 745.85 (a)(2)(i)(B).
51. The Respondent's failure to comply with an applicable interior renovation work area containment requirement of 40 C.F.R. § 745.85 (a)(2)(i)(B) by and through its failure to properly close, cover and tape down (with plastic sheeting or other impermeable material) all ducts opening into Target Housing Property renovation work areas 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 Properly Contain a Work Area
by Not Covering All Windows and Doors*

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. The interior renovation work area containment requirements of 40 C.F.R. § 745.85 (a)(2)(i)(C) provide that a renovation firm must: “[c]lose windows and doors in the work area. Doors must be covered with plastic sheeting or other impermeable material. Doors used as an entrance to the work area must be covered with plastic sheeting or other impermeable material in a manner that allows workers to pass through while confining dust and debris to the work area.”
54. On October 29, 2015, a day during which TSG workers were performing renovation activities in each of several Target Housing Property common area hallways, there was a window in one of these renovation work areas that was not covered with plastic sheeting or other impermeable material, such that the window remained open and uncovered at times when renovation activities were ongoing.
55. Respondent's failure to close and cover (with plastic sheeting or other impermeable material) an open window in an active Target Housing Property interior renovation work area, constitutes a failure on the part of the Respondent to comply with an applicable interior renovation work area containment requirement of 40 C.F.R. § 745.85 (a)(2)(i)(C).
56. The Respondent's failure to comply with an applicable interior renovation work area containment requirement of 40 C.F.R. § 745.85 (a)(2)(i)(C) by and through its failure to

properly close and cover (with plastic sheeting or other impermeable material) an open window in an active Target Housing Property interior renovation work area, 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 Properly Contain a Work Area by Not Implementing Applicable Floor Containment Measures

57. The allegations contained in Paragraphs 1 through 56 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
58. The interior renovation work area containment requirements of 40 C.F.R. § 745.85 (a)(2)(i)(D) provide that a renovation firm must: “[c]over the floor surface, including installed carpet, with taped-down plastic sheeting or other impermeable material in the work area 6 feet beyond the perimeter of surfaces undergoing renovation or a sufficient distance to contain the dust, whichever is greater. Floor containment measures may stop at the edge of the vertical barrier when using a vertical containment system consisting of impermeable barriers that extend from the floor to the ceiling and are tightly sealed at joints with the floor, ceiling and walls.”
59. On October 29, 2015, a day during which TSG workers were performing renovation activities in each of several Target Housing Property common area hallways, the carpets in such common area hallway renovation work areas were not then covered with taped down plastic sheeting or with other impermeable material, and no other containment system measures were then being employed to contain dust from ongoing renovation activities.
60. Respondent’s failure to cover floor carpets in Target Housing Property renovation work areas, or to otherwise employ containment system measures sufficient to contain the renovation activity dust from Target Housing Property floor surfaces, constitutes a failure on the part of the Respondent to comply with an applicable interior renovation work area containment requirement of 40 C.F.R. § 745.85 (a)(2)(i)(D).
61. The Respondent’s failure to comply with an applicable interior renovation work area containment requirement of 40 C.F.R. § 745.85(a)(2)(i)(D) by and through its failure to cover carpeted common area hallways in several of the Target Housing Property renovation work areas, or to otherwise employ containment system measures sufficient to contain the renovation activity dust from Target Housing Property floor surfaces, constitutes a violation of 40 C.F.R. §745.87(a) and of Section 409 of TSCA, 15 U.S.C. § 2689.

COUNT VII

Employing Prohibited and Restricted Work Practices

62. The allegations contained in Paragraphs 1 through 61 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.

63. Pursuant to 40 C.F.R. § 745.85(a)(3)(ii), prohibited and restricted renovation activity work practices include: “[t]he use of machines designed to remove paint or other surface coatings through high speed operation such as sanding, grinding, power planing, needle gun, abrasive blasting, or sandblasting, is prohibited on painted surfaces unless such machines have shrouds or containment systems and are equipped with a HEPA vacuum attachment to collect dust and debris at the point of generation. Machines must be operated so that no visible dust or release of air occurs outside the shroud or containment system.”
64. On October 29, 2015, renovation activities that included the use of machines designed to remove paint through high speed operation, including sanding and grinding, without required HEPA exhaust control, were employed by TSG workers in common hallway areas of the 1111 Building and 1121 Building in the Target Housing Property.
65. Respondent’s use of machines designed to remove paint or other surface coatings through high speed operation sanding and grinding, without required HEPA exhaust control, during its performance of Target Housing Property renovation activities constitutes a use of prohibited and restricted work practices and a failure to comply with the applicable requirements of 40 C.F.R. § 745.85(a)(3)(ii).
66. The Respondent’s failure to comply with the applicable requirements of 40 C.F.R. § 745.85(a)(3)(ii) by and through its use of machines designed to remove paint or other surface coatings through high speed operation sanding and grinding, without required HEPA exhaust control, during Target Housing Property renovation activities, 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

67. 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 **Twenty-Five Thousand Dollars (\$25,000.00)**, 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 **Twenty-Five Thousand Dollars (\$25,000.00)** 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).
68. 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. Complainant has also considered the appropriate *Adjustment of Civil Monetary Penalties for Inflation*, pursuant to 40 C.F.R. Part 19 and the January 11, 2018 Memoranda by EPA Assistant Administrator Susan Parker Bodine, entitled *Amendments to the EPA’s Civil Penalty Policies to Account for Inflation (Effective January 15, 2018) and Transmittal of the 2018 Civil Monetary Penalty Inflation Adjustment Rule*.

69. Respondent has asserted that it will not be able to pay the agreed **Twenty-Five Thousand Dollar (\$25,000.00)** 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, in three separate 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 = **\$10,000.00**;

2nd payment - *due within 90 days* of the date on which the CAFO is mailed or hand-delivered to the Respondent = **\$10,037.50**; and

3rd payment - *due within 180 days* of the date on which the CAFO is mailed or hand-delivered to the Respondent = **\$5,012.50**.

Pursuant to this payment schedule, the Respondent will pay the full civil penalty of **Twenty-Five Thousand Dollars (\$25,000.00)**, plus accrued interest in the amount of **Fifty Dollars (\$50.00)**, 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	\$10,000.00	\$ 0.00	\$10,000.00
2	90 Days	\$10,000.00	\$ 37.50	\$10,037.50
3	180 Days	\$5,000.00	\$12.50	\$5,012.50
	Total =	\$25,000.00	\$50.00	\$25,050.00

70. Each civil penalty payment (including applicable accrued interest and late penalty payments, if any), 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-03-2018-0082**;
 - 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

71. Respondent may also make required civil penalty payments (including applicable accrued interest and late penalty payments, if any), 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

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

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.

73. 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.
74. 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.
75. 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).
76. 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

77. 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 facts and violations alleged in Sections IV and V, above, of this Consent Agreement. 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

78. 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

79. 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

80. This Consent Agreement and the accompanying Final Order resolve only EPA's claims for civil monetary penalties for the facts and 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

81. 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

82. 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*.

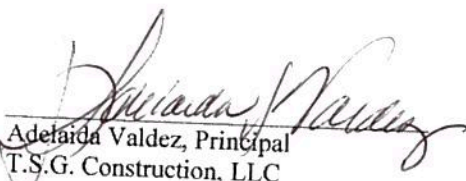
XIII. ENTIRE AGREEMENT

83. 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


84. 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: 3/26/18 By: 
Adelaida Valdez, Principal
T.S.G. Construction, LLC

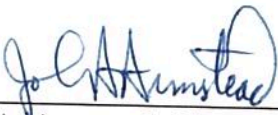
For Complainant:

Date: 4/11/2018

By: 
A.J. D'Angelo, Esquire
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: 4.11.18

By: 
John A. Armstead, 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
2018 APR 16 AM 9:35
REGIONAL HEARING CLERK
EPA REGION III PHILA. PA

In the Matter of:) Docket No.: TSCA-03-2018-0082
)
T.S.G. Construction, LLC)
6004 Flanders Street)
Springfield, Virginia 22150,) Proceeding Under Sections 16(a) and
) 409 of the Toxic Substances Control
) Act, 15 U.S.C. §§ 2615(a) and 2689.
RESPONDENT.)

FINAL ORDER


Complainant, the Director of the Land and Chemicals Division, U.S. Environmental Protection Agency, Region III, and Respondent, T.S.G. Construction, LLC, 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, and the appropriate *Adjustment of Civil Monetary Penalties for Inflation*, pursuant to 40 C.F.R. Part 19 and the January 11, 2018 Memoranda by EPA Assistant Administrator Susan Parker Bodine, entitled *Amendments to the EPA's Civil Penalty Policies to Account for Inflation (Effective January 15, 2018) and Transmittal of the 2018 Civil Monetary Penalty Inflation Adjustment Rule*, **IT IS HEREBY ORDERED** that Respondent pay a civil monetary penalty of Twenty-Five Thousand Dollars (\$25,000.00), 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 12, 2018



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:) Docket No.: TSCA-03-2018-0082
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) Act, 15 U.S.C. §§ 2615(a) and 2689.
RESPONDENT.)

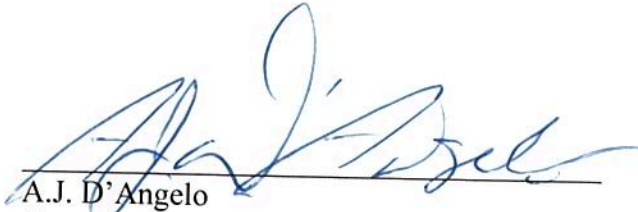
CERTIFICATE OF SERVICE

I hereby certify that on the date set forth below, I caused to be hand-delivered to the 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 9610)*, to the following person at the following address:

M. Joseph Pierce, Esquire
Rees Broome, P.C.
1900 Gallows Road, Suite 700
Tysons, Corner, VA 22182

(Counsel for Respondent T.S.G. Construction, LLC)

4/16/2018
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