



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

In Reply Refer To Mail Code: 3RC50

CERTIFIED MAIL
RETURN RECEIPT REQUESTED
Kevin M. Tierney
Berenson LLP
1146 Walker Road, Suite C
Great Falls, Virginia 22066-1838

DEC 23 2014

REGIONAL HEARING CLERK
EPA REGION III, PHILA. PA

2014 DEC 23 PM 12:33

RECEIVED

Re: Consent Agreement and Final Order
EPA Docket No.: TSCA-03-2015-0005

Dear Mr. Tierney:

Enclosed is a copy of the CONSENT AGREEMENT AND FINAL ORDER filed today with the Regional Hearing Clerk settling the matter referenced above, with respect to you client Cardo Windows, Inc. As a reminder, EPA's online Renovation, Repair, and Painting (RRP) Frequent Questions document, most recently updated August 11, 2014, with specific reference to the "Testing Facility Components" section and Question (23002-33377), is a resource available to your client to help with its understanding of the scope of the component testing, documentation and other requirements under the Residual Property Renovation regulations.

For your file, I am also enclosing a copy of the supporting memorandum from Environmental Protection Agency management to the Regional Judicial Officer. Should you have any questions or concerns, please feel free to contact me at (215) 814-2066.

Sincerely,

Jennifer M. Abramson
Senior Assistant Regional Counsel

Enclosures

cc: Demian Ellis, EPA

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

In the Matter of:)
) DOCKET NO.: TSCA-03-2015-0005
)
Cardo Windows, Inc.)
109 Gaither Drive, Suite 309) Proceeding Under Section 16(a) of the
Mt. Laurel, NJ 08054) Toxic Substances Control Act, 15 U.S.C.
) Section 2615(a)
)
Respondent.)

CONSENT AGREEMENT

Preliminary Statement

This Consent Agreement is entered into by the Director for the Land and Chemicals Division, U.S. Environmental Protection Agency, Region III ("Complainant" or "EPA") and Cardo Windows, Inc. ("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)). This Consent Agreement and the attached Final Order (hereinafter jointly referred to as the "CAFO") resolve Complainant's civil penalty claims against Respondent under TSCA arising from the alleged violations of the Residential Property Renovation regulations promulgated at 40 C.F.R. 745, Subpart E herein.

General Provisions

1. For purposes of this proceeding only, Respondent admits the jurisdictional allegations set forth in this CAFO.
2. Except as provided in paragraph 1, above, Respondent neither admits nor denies the specific factual allegations and conclusions of law set forth in this CAFO.
3. Respondent agrees not to contest the jurisdiction of the EPA with respect to the execution of this Consent Agreement, the issuance of the attached Final Order, or the enforcement of the CAFO.
4. For the 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.
5. Respondent consents to the issuance of this CAFO and agrees to comply with its terms.
6. Respondent shall bear its own costs and attorney's fees.

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PHILADELPHIA, PA

7. Respondent agrees not to deduct for civil taxation purposes the civil penalty paid pursuant to this CAFO.

Findings of Fact and Conclusions of Law

8. 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.

9. 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.”

10. 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” and specifically includes the removal of building components such as windows.

11. Pursuant to Section 401(17) of TSCA, 15 U.S.C. § 2681(17), 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.”

12. Respondent, at all times relevant to the violations alleged in this Consent Agreement, was a “firm” who performed a “renovation,” as those terms are defined at 40 C.F.R. § 745.83, at the following twenty-six (26) properties hereinafter to be collectively referred to as “Renovation Properties”:

- a. 215 Gordy Place, New Castle, DE 19720, Contract date: December 16, 2010
- b. 214 Pine Avenue, Horsham, PA 19044, Contract date: October 22, 2010
- c. 205 Wellington Drive, Coatesville, PA 19320, Contract date: August 25, 2010
- d. 20 Glenn Road, Aston, PA 19014, Contract date: September 21, 2010
- e. 801 Pennsylvania Avenue, Claymont, DE 19703, Contract date: August 10, 2010
- f. 7 Darwin Road, Newark, DE 19702, Contract date: October 14, 2010
- g. 513 W. 29th Street, Wilmington, DE 19802, Contract date: December 6, 2010
- h. 4 Farm Avenue, Wilmington, DE 19810, Contract date: August 11, 2010
- i. 3 Brenda Lane, Audubon, PA 19403, Contract date: August 15, 2011
- j. 208 Woodlawn Drive, Lansdale, PA 19446, Contract date: February 15, 2011
- k. 135 Bellevue Avenue, Springfield, PA 19064, Contract date: March 23, 2011
- l. 761 Allentown Road, Sellersville, PA 18960, Contract date: August 31, 2011
- m. 103 Myriah Drive, Martinsburg, WV 25405, Contract date: July 22, 2010
- n. 245 Brock Bridge Road, Laurel, MD 20724, Contract date: August 14, 2010
- o. 2208 Tonga Drive, Fort Washington, MD 20744, Contract date: November 13, 2010
- p. 705 Marshall Avenue, Rockville, MD 20851, Contract date: October 26, 2010
- q. 3508 Glenmoor Drive, Chevy Chase, MD 20815, Contract date: November 6, 2010
- r. 648 Chapelview Drive, Odenton, MD 21113, Contract date: June 15, 2011
- s. 153 Aspen Road, Harpers Ferry, WV 25425, Contract date: July 5, 2011
- t. 3013 O'Donnell Street, Baltimore, MD 21224, Contract date: January 21, 2011
- u. 264 Joy Drive, Ridgeley, WV 26753, Contract date: April 21, 2011
- v. 38 Eastwood Road, Berwyn, PA 19312, Contract date: March 15, 2011
- w. 2461 Owen Drive, Wilmington, DE 19808, Contract date: April 29, 2011

- x. 711 Oak Point School Road, Camden Wyoming, DE 19934, Contract date: February 10, 2011
- y. 1241 Braddock Road, Cumberland, MD 21502, Contract date: November 23, 2010
- z. 7624 Gaither Road, Sykesville, MD 21784, Contract date: March 19, 2011

13. Each of the Renovation Properties was constructed prior to 1978 and is “target housing” as that term is defined in Section 401(17) of TSCA, 15 U.S.C. § 2681(17).

14. Pursuant to 40 C.F.R. § 745.82(a), Respondent performed renovations for compensation at each of the Renovation Properties, and for each job was subject to the Residential Property Renovation regulations promulgated at 40 C.F.R. 745, Subpart E.

15. On October 27, 2011, Complainant conducted a records inspection at Respondent’s office located at 109 Gaither Drive in Mt. Laurel, New Jersey to determine Respondent’s level of compliance with the Residential Property Renovation regulations promulgated at 40 C.F.R. 745, Subpart E.

Alleged Violations

Count 1 – Failure to Obtain Acknowledgement of Receipt of Lead Hazard Pamphlet

16. The allegations contained in Paragraphs 1 through 15 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.

17. Pursuant to 40 C.F.R. § 745.84(a), firms are required to provide EPA’s *Renovate Right: Important Lead Hazard Information for Families, Child Care Providers* pamphlet to owners of dwelling units and obtain a written acknowledgement of receipt of the pamphlet which meets the requirements of 40 C.F.R. § 745.84(d) no more than 60 days before beginning renovation activities.

18. Complainant alleges Respondent failed to obtain a timely written acknowledgement of receipt of EPA’s *Renovate Right: Important Lead Hazard Information for Families, Child Care Providers* pamphlet which meets the requirements of 40 C.F.R. § 745.84(d) prior to beginning renovation activities at 215 Gordy Place in New Castle, Delaware.

19. Respondent’s alleged acts or omissions described in paragraph 18 immediately above constitute a violation of 40 C.F.R. § 745.84(d) and Sections 15 and 409 of TSCA, 15 U.S.C. §§ 2614 and 2689.

Counts 2 through 26 – Failure to Maintain Required Records

20. The allegations contained in Paragraphs 1 through 19 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.

21. Pursuant to 40 C.F.R. § 745.86(a), firms performing renovations are required to retain and, if requested, make available to EPA all records necessary to demonstrate compliance with the Residential Property Renovation regulations promulgated at 40 C.F.R. 745, Subpart E, for a period of 3 years following completion of the renovation.

22. Section 40 C.F.R. §745.86(b) specifies the types of records required to be retained pursuant to 40 C.F.R. § 745.86(a), and includes, but is not limited to, test kits records which describe components tested and their locations, and records documenting compliance with the work practice standards of 40 C.F.R. § 745.85. 40 C.F.R. §§745.86(b)(1) and (6).

23. At the time of the October 27, 2011 inspection, Complainant alleges Respondent had either not retained legally adequate test kit records which describe the components tested and their locations pursuant to 40 C.F.R. §745.86(b)(1), or had not retained legally adequate records documenting compliance with the work practice standards of 40 C.F.R. § 745.85 pursuant to 40 C.F.R. §745.86(b)(6), for the following twenty-five (25) renovations:

- a. 214 Pine Avenue, Horsham, PA 19044, Contract date: October 22, 2010
- b. 205 Wellington Drive, Coatesville, PA 19320, Contract date: August 25, 2010
- c. 20 Glenn Road, Aston, PA 19014, Contract date: September 21, 2010
- d. 801 Pennsylvania Avenue, Claymont, DE 19703, Contract date: August 10, 2010
- e. 7 Darwin Road, Newark, DE 19702, Contract date: October 14, 2010
- f. 513 W. 29th Street, Wilmington, DE 19802, Contract date: December 6, 2010
- g. 4 Farm Avenue, Wilmington, DE 19810, Contract date: August 11, 2010
- h. 3 Brenda Lane, Audubon, PA 19403, Contract date: August 15, 2011
- i. 208 Woodlawn Drive, Lansdale, PA 19446, Contract date: February 15, 2011
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- w. 711 Oak Point School Road, Camden Wyoming, DE 19934, Contract date: February 10, 2011
- x. 1241 Braddock Road, Cumberland, MD 21502, Contract date: November 23, 2010
- y. 7624 Gaither Road, Sykesville, MD 21784, Contract date: March 19, 2011

24. Respondent's alleged acts or omissions described in paragraph 23 immediately above constitute twenty-five separate violations of 40 C.F.R. § 745.86(b) and Sections 15 and 409 of TSCA, 15 U.S.C. §§ 2614 and 2689.

Civil Penalty

25. 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 seven thousand dollars (\$27,000), 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 signed and executed CAFO. In order to avoid the assessment of interest, administrative costs and late payment penalties in connection with such civil penalty, 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.

26. 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 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 August 2010 *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"), revised April 2013.

27. Payment of the civil penalty amount required under the terms of paragraph 25 herein shall be made as follows:

- a. Mailing (*via first class U.S. Postal Service Mail*) a certified or cashier's check, made payable to the "United States Treasury" to the following address:

U.S. Environmental Protection Agency
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO, 63197-9000.
Contact: Craig Steffen 513-487-2091
Molly Williams 513-487-2076

- b. Via Overnight Delivery of a certified or cashier's check, made payable to the "United States Treasury", sent to the following address:

U.S. Environmental Protection Agency
Government Lockbox 979077
1005 Convention Plaza
SL-MO-C2-GL
St. Louis, MO 63101
314-418-1028

- c. All payment 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

- d. By electronic funds transfer ("EFT") to the following account:

Federal Reserve Bank of New York
ABA 021030004
Account No. 68010727
SWIFT Address FRNYUS33
33 Liberty Street
NY, NY 10045

(Field tag 4200 of Fedwire message should read "D 68010727
Environmental Protection Agency")

e. By automatic clearinghouse (“ACH”) to the following account:

U.S. Treasury REX/Cashlink ACH Receiver
ABA 051036706
Account No. 310006
Environmental Protection Agency
CTX Format
Transaction Code 22 – checking

Contact: John Schmid
202-874-7026

f. Online payments can be made at WWW.PAY.GOV by entering “sfo 1.1” in the search field, and opening the form and completing the required fields.

g. Additional payment guidance is available at:

<http://www2.epa.gov/financial/makepayment>

All payments shall also reference the above case caption and docket number (Docket No.: FIFRA-03-2015-0005). At the same time that any payment is made, Respondent shall mail copies of any corresponding check, or provide written notification confirming any electronic wire transfer, automated clearinghouse or online payment to the following addressees:

Lydia A. Guy
Regional Hearing Clerk (3RC00)
U.S. EPA, Region III
1650 Arch Street
Philadelphia, PA 19103-2029

Jennifer M. Abramson (3RC50)
Senior Asst. Regional Counsel
U.S. EPA, 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).

Certification

32. Respondent certifies that it is currently in compliance with all applicable requirements of TSCA, 15 U.S.C. §§ 2601 *et seq.*

Other Applicable Laws

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

Reservation of Rights

34. This CAFO resolves only EPA's civil claims for penalties for the specific violations of TSCA alleged in this Consent Agreement. 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*. Further, EPA reserves any rights and remedies available to it under TSCA, the regulations promulgated thereunder, and any other Federal laws or regulations for which EPA has jurisdiction, to enforce the provisions of this CAFO, following its filing with the Regional Hearing Clerk.

Full and Final Satisfaction

35. This settlement shall constitute full and final satisfaction of all claims for civil penalties which Complainant may have under Sections 16(a) and 409 of the Toxic Substances Control Act ("TSCA"), 15 U.S.C. §§ 2615(a) and 2689, for the specific violations alleged in this CAFO. 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.

Parties Bound

36. This CAFO shall apply to and be binding upon Complainant, Respondent, and Respondent's officers, directors, successors and assigns. By his or her signature below, the person signing this Consent Agreement on behalf of Respondent is acknowledging that he or she is fully authorized by Respondent to execute this Consent Agreement and to legally bind Respondent to the terms and conditions of this CAFO.

Effective Date


37. The effective date of this CAFO is the date on which the Final Order, signed by the Regional Administrator of EPA, Region III, or his designee, the Regional Judicial Officer, is filed with the Regional Hearing Clerk pursuant to the Consolidated Rules of Practice.

Entire Agreement

38. This CAFO constitutes the entire agreement and understanding of the Complainant and Respondent concerning settlement of the action referenced in the caption above, and there are no representations, warranties, covenants, terms, or conditions agreed upon between Complainant and Respondent other than those expressed herein.

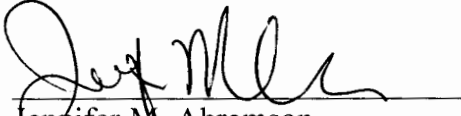
For Respondent:

11/18/14
Date


Kevin M. Tierney, Attorney-In-Fact
Cardo Windows, Inc.

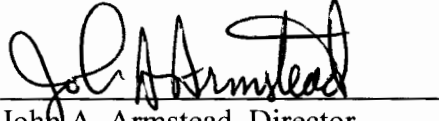
For Complainant:

11/24/14
Date


Jennifer M. Abramson
Counsel for Complainant
U.S. EPA, 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: 12.19.14


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-03-2015-0005
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Cardo Windows, Inc.)
109 Gaither Drive, Suite 309)
Mt. Laurel, NJ 08054)
)
) Proceeding Under Section 16(a) of the
) Toxic Substances Control Act, 15 U.S.C.
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)
Respondent.)

FINAL ORDER

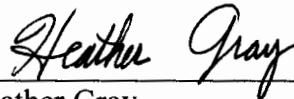
The Complainant, the Director for the Land and Chemicals Division, U.S. Environmental Protection Agency, Region III, and Respondent, Cardo Windows, Inc., have executed a document entitled "Consent Agreement" which I hereby ratify as a Consent Agreement in accordance with the *Consolidated Rules of Practice 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 Residential Property Renovation regulations promulgated at 40 C.F.R. 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 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 twenty seven thousand dollars (\$27,000) 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:

12-23-14



Heather Gray
Regional Judicial Officer
U.S. EPA, Region III

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EPA REGION III, PHILADELPHIA

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

In the Matter of:

Cardo Windows, Inc.
109 Gaither Drive, Suite 309
Mt. Laurel, NJ 08054

Respondent.

) DOCKET NO.: TSCA-03-2015-0005
)
)
) Proceeding Under Section 16(a) of the
) Toxic Substances Control Act, 15 U.S.C.
) Section 2615(a)
)

CERTIFICATE OF SERVICE

I certify that the foregoing CONSENT AGREEMENT AND FINAL ORDER referenced matter was sent this day in the following manner to the below addressees.

Original and one copy by hand-delivery:

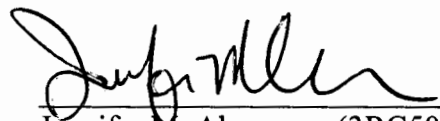
Lydia Guy, Regional Hearing Clerk

Copy by Certified Mail

Kevin M. Tierney
Berenson LLP
1146 Walker Road, Suite C
Great Falls, Virginia 22066-1838

DEC 23 2014

Date



Jennifer M. Abramson (3RC50)
Senior Assistant Regional Counsel
U.S. EPA, Region III

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