

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III

1650 Arch Street
Philadelphia, Pennsylvania 19103

U.S. EPA-REGION 3-RHC
FILED-19AUG2019am11:41

In the matter of:	:	
	:	
City Wide Decorators, Inc.	:	U.S. EPA Docket No.
8232 Mechanicsville Turnpike,	:	TSCA-03-2019-0072
Mechanicsville, VA, 23111	:	
	:	Proceeding Under Sections 16(a)
	:	and 409 of the Toxic Substances
Respondent	:	Control Act, 15 U.S.C. §§
	:	2615(a) and 2689.
	:	

CONSENT AGREEMENT

PRELIMINARY STATEMENT

1. This Consent Agreement is entered into by the Director of the Enforcement & Compliance Assurance Division, U.S. Environmental Protection Agency, Region III (“Complainant”) and City Wide Decorators, Inc. (“Respondent”) (collectively the “Parties”), 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. Sections 16(a) and 409 authorize the Administrator of the U.S. Environmental Protection Agency to assess penalties and undertake other actions required by this Consent Agreement. The Administrator has delegated this authority to the Regional Administrator who, in turn, has delegated it to the Complainant and the Regional Judicial and Presiding Officer. 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 for the violations alleged herein.

2. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) of the *Consolidated Rules of Practice*, Complainant hereby simultaneously commences and resolves this administrative proceeding.

JURISDICTION

3. The U.S. Environmental Protection Agency (“EPA”) has jurisdiction over the above-captioned matter, as described in Paragraph 1, above.
4. The *Consolidated Rules of Practice* govern this administrative adjudicatory proceeding pursuant to 40 C.F.R. § 22.1(a)(5).

GENERAL PROVISIONS

5. For purposes of this proceeding only, the Respondent admits the jurisdictional allegations set forth in this CAFO.
6. Except as provided in Paragraph 5, above, the Respondent neither admits nor denies the specific factual allegations set forth in this Consent Agreement.
7. The 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.
8. For purposes of this proceeding only, the Respondent hereby expressly waives its right to contest the allegations set forth in this CAFO and waives its right to appeal the accompanying Final Order.

9. The Respondent consents to the assessment of the civil penalty stated herein, to the issuance of any specified compliance order herein, and to any conditions specified herein.
10. The Respondent shall bear its own costs and attorney's fees in connection with this proceeding.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

11. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(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.
12. 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 Section 401 to 412, 15 U.S.C. §§ 2681 to 2692.
13. 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.
14. 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.
15. EPA promulgated the Renovation, Repair and Painting Rule (the “RRP Rule”) codified at 40 C.F.R. Part 745, Subpart E, Residential Property Renovation.

16. 40 C.F.R. § 745.83 defines “firm” to mean 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.”
17. 40 C.F.R. § 745.83 defines “renovation” to mean 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. The term “renovation” includes (but is not limited to): the removal, modification or repair of painted surfaces or painted components (e.g., modification of painted doors, surface restoration, window repair, surface preparation activity (such as sanding, scraping, or other such activities that may generate paint dust)); the removal of building components (e.g., walls, ceilings, plumbing, windows); weatherization projects (e.g., cutting holes in painted surfaces to install blown-in insulation or to gain access to attics, planning thresholds to install weather stripping), and interim controls that disturb painted surfaces.
18. 40 C.F.R. § 745.83 defines “renovator” to mean an individual who either performs or directs workers who perform renovations.
19. Section 401(17) of TSCA, 15 U.S.C. § 2681(17), defines “target housing” to mean any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than six (6) years of age resides or is expected to reside in such housing) or any zero-bedroom dwelling.
20. Failure to comply with any provision of 40 C.F.R. Part 745, Subpart E, of the RRP Rule violates Section 409 of TSCA, 15 U.S.C. § 2689, which subjects the violator to

administrative penalties under Section 16(a) of TSCA, 15 U.S.C. § 2615(a) and 40 C.F.R. § 745.87(d).

21. Respondent is and at all times referred to herein was a “person” within the meaning of 40 C.F.R. § 745.83.
22. Respondent is and at all times referred to herein was a “firm” as that term is defined by 40 C.F.R. § 745.83.
23. On August 15, 2017, an EPA inspector reviewed the Respondent’s files to determine the Respondent’s compliance with the RRP rule (“August Inspection”).
24. Included in the files the EPA inspector reviewed during the August Inspection were files for the following target housing (“Target Housing”):
 - a. 6111 Chamberlayne Road, Richmond, VA 23227 (“Chamberlayne Road”), a single-family home;
 - b. 3301 Gloucester Road, Richmond, VA 23227 (“Gloucester Road”), a single-family home;
 - c. 4123 King Crest Parkway, Richmond, VA 23221 (“King Crest Parkway”), a single-family home; and
 - d. 5621 Cary Street, Richmond, VA 23226 (“Cary Street”), a multi-unit residential facility.
25. Review of the files for the four facilities listed in Paragraph 24 (“Four Facilities”) showed that the Respondent undertook renovations at each of the facilities.
26. Each of the Four Facilities was target housing, as defined by Section 401(17), 15 U.S.C.

§ 2681(17).

27. The renovations that took place at Cary Street-Target Housing, as described in Paragraph 24.d, above, were renovations in common areas.
28. The renovations of the Target Housing were not “abatement” as defined in 40 C.F.R. § 745.223.
29. During the August Inspection, a representative of the Respondent stated to the EPA inspector that, at the time of the renovations to the Target Housing, the Respondent did not have certified renovators in the firm.
30. A review of the file for the Cary Street-Target Housing by the EPA inspector showed that the Respondent did not have a written acknowledgment from the owner that the owner of Cary Street, which was multi-unit target housing, had received a copy of the EPA pamphlet entitled, “The Lead-Safe Certified Guide to Renovate Right “ (“Pamphlet”), nor a certificate of mailing the Pamphlet to the owner at least seven days prior to the renovation.
31. A review of the files for Chamberlayne Road, Gloucester Road, and King Crest Parkway by the EPA inspector showed that the Respondent did not have a written acknowledgment from the owners that they had received the Pamphlet, nor a certificate of mailing the Pamphlet to the owners at least seven days prior to the renovation.
32. A review of the files for the Target Housing by the EPA inspector showed that the Respondent did not have documentation demonstrating compliance with the work practice standards found in 40 C.F.R. § 745.85(a) and the post-renovation cleaning

verification standards found in 40 C.F.R. § 745.85(b).

Counts 1-4

Failure to Assign a Certified Renovator to a Renovation

33. The allegations of the preceding paragraphs are incorporated by reference as though fully set forth herein.
34. 40 CFR § 745.90(a)(4) requires that once every five years individuals who EPA has certified to direct renovations must complete a renovator refresher course accredited by EPA.
35. 40 CFR § 745.89(d)(1) requires that firms performing renovations must ensure that all individuals performing renovation activities on behalf of the firm are either certified renovators or have been trained by a certified renovator in accordance with §745.90.
36. At the time of the renovation of the Target Housing in 2016 and 2017, the Respondent had violated 40 CFR § 745.89(d)(1) by failing to ensure that all individuals performing renovation activities on behalf of the firm were either certified renovators or had been trained by a certified renovator in accordance with §745.90.
37. In failing to comply with 40 CFR § 745.89(d)(1) for each of the Target Housing, the Respondent had committed a total of four violations of 40 CFR § 745.89(d)(1) and is subject to the assessment of penalties under Section 16(a)(1) of TSCA, 15 U.S.C. § 2615(a)(1).

Count 5

Failure to Obtain, from the Owner, a Written Acknowledgment that the Owner of Multi-Unit Target Housing Has Received the Pamphlet, or Failure to Obtain a

Certificate of Mailing at least Seven Days Prior to the Renovation

38. The allegations of the preceding paragraphs are incorporated by reference as though fully set forth herein.
39. 40 C.F.R. § 745.84(b)(1) requires that no more than 60 days before beginning renovation activities in common areas of multi-unit target housing, a firm performing the renovation must obtain from the owner of the multi-unit target housing a written acknowledgment that the owner has received the Pamphlet, pursuant to 40 C.F.R. § 745.84(b)(1)(i), or must obtain a certificate of mailing at least seven days prior to the renovation, pursuant to 40 C.F.R. § 745.84(b)(1)(ii).
40. At the time of the renovation of Cary Street-Target Housing in 2016 and 2017, the Respondent violated 40 C.F.R. § 745.84(b)(1) by failing to obtain from the owner of the multi-unit target housing a written acknowledgment that the owner had received the Pamphlet, pursuant to 40 C.F.R. § 745.84(b)(1)(i), or obtained a certificate of mailing at least seven days prior to the renovation, pursuant to 40 C.F.R. § 745.84(b)(1)(ii).
41. In failing to comply with 40 CFR § 745.84(b)(1), the Respondent had committed one violation of 40 CFR § 745.84(b)(1) and is subject to the assessment of penalties under Section 16(a)(1) of TSCA, 15 U.S.C. § 2615(a)(1).

Counts 6-8

Failure to Obtain, from the Owner, a Written Acknowledgment that the Owner of Unit of Target Housing has Received the Pamphlet, or Failure to Obtain a Certificate of Mailing at least Seven Days Prior to the Renovation

42. The allegations of the preceding paragraphs are incorporated by reference as though fully

set forth herein.

43. 40 C.F.R. § 745.84(a)(1) requires that, no more than 60 days before beginning renovation activities in any residential dwelling unit of target housing, a firm performing the renovation must obtain from the owner of the unit a written acknowledgment that the owner has received the Pamphlet, pursuant to 40 C.F.R. § 745.84(a)(1)(i), or obtain a certificate of mailing at least seven days prior to the renovation, pursuant to 40 C.F.R. § 745.84(a)(1)(ii).
44. At the time of the renovation of Chamberlayne Road, Gloucester Road, and King Crest Parkway-Target Housing in 2016 and 2017, the Respondent violated 40 C.F.R. § 745.84(a)(1) by failing to obtain from the owners of the three units of target housing a written acknowledgment that the owners have received the Pamphlet, pursuant to 40 C.F.R. § 745.84(a)(1)(i), or by failing to obtain a certificate of mailing at least seven days prior to the renovation, pursuant to 40 C.F.R. § 745.84(a)(1)(ii).
45. In failing to comply with 40 CFR § 745.84(a)(1) for the Target Housing referenced in paragraph 44, the Respondent had committed a total of three violations of 40 CFR § 745.84(a)(1) and is subject to the assessment of penalties under Section 16(a)(1) of TSCA, 15 U.S.C. § 2615(a)(1).

Counts 9-11

Failure to Retain and Provide Documentation of Compliance with the Work Practice Standards and the Post Renovation Cleaning Verification Standards

46. The allegations of the preceding paragraphs are incorporated by reference as though fully set forth herein.

47. 40 C.F.R. § 745.86(b)(6) requires a firm performing a renovation must retain and provide documentation of compliance with the work practice standards found in 40 C.F.R. § 745.85(a) and the post-renovation cleaning verification standards found in 40 C.F.R. § 745.85(b).
48. At the time of the August Inspection, the Respondent violated 40 C.F.R. § 745.86(b)(6) by not providing any records showing that the Respondent had performed all of the lead-safe work practices described in 40 C.F.R. § 745.85(a) and by not providing any records showing that it had performed all the post-renovation cleaning described in 40 C.F.R. § 745.85(b) for the houses at each of the Target Housing.
49. In failing to comply with 40 CFR § 745.86(b)(6) for each of the Target Housing, the Respondent had committed a total of four violations of 40 CFR § 745.86(b)(6) and is subject to the assessment of penalties under Section 16(a)(1) of TSCA, 15 U.S.C. § 2615(a)(1).

CIVIL PENALTY

50. In settlement of EPA's claims for civil penalties for the violations alleged in this Consent Agreement, the Respondent consents to the assessment of a civil penalty in the amount of twenty-five thousand dollars (\$25,000) plus interest, which the Respondent shall be liable to pay in accordance with the terms set forth below.
51. The civil penalty is based upon EPA's consideration of a number of factors, including the penalty criteria ("statutory factors") set forth in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), including, the following: the nature, circumstances, extent and gravity of

the violations, and with respect to the Respondent, 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 *Lead-Based Paint Consolidated Enforcement Response Policy* which reflects the statutory penalty criteria and factors set forth at Section 16(a)(2)(B) of TSCA, the appropriate *Adjustment of Civil Monetary Penalties for Inflation*, pursuant to 40 C.F.R. Part 19, and the applicable EPA memoranda addressing EPA's civil penalty policies to account for inflation.

52. The civil penalty is also based upon an analysis of the Respondent's ability to pay a civil penalty. This analysis was based upon information submitted to EPA by the Respondent. Based upon this analysis EPA has determined that the Respondent is unable to pay a civil penalty in excess of the dollar amount set forth in Paragraph 50, above, in settlement of the above-captioned action.
53. Based upon information provided by the Respondent concerning the Respondent's ability to pay and other matters at issue in this proceeding, the Complainant consents to the installment payment schedule set forth in Paragraph 55.
54. The first payment under the installment plan in Paragraph 55 is due within thirty (30) days of the date on which this CAFO is mailed or hand-delivered to Respondent. The Respondent shall make each subsequent payment on the first day of the month of each following month until the principal and interest are paid.
55. The Respondent will pay a total civil penalty of twenty-five thousand (\$25,000) and a

In the Matter of: City-Wide Decorators, Inc.
Docket No. TSCA-03-2019-0072

total interest payment of one hundred sixteen dollars and ninety cents (\$116.90) in accordance with the following table:

Payment No.	Principal Amount	Interest	Payment Amount Due
1	\$ 2,094.80	\$0.00	\$ 2,094.80
2	\$ 2,075.08	\$19.72	\$ 2,094.80
3	\$ 2,077.44	\$17.36	\$ 2,094.80
4	\$ 2,078.65	\$16.15	\$ 2,094.80
5	\$ 2,080.44	\$14.36	\$ 2,094.80
6	\$ 2,082.64	\$12.16	\$ 2,094.80
7	\$ 2,084.03	\$10.77	\$ 2,094.80
8	\$ 2,086.11	\$8.69	\$ 2,094.80
9	\$ 2,087.62	\$7.18	\$ 2,094.80
10	\$ 2,089.42	\$5.38	\$ 2,094.80
11	\$ 2,091.45	\$3.35	\$ 2,094.80
12	\$ 2,072.32	\$1.78	\$ 2,074.10
Total:	\$ 25,000.00	\$116.90	\$ 25,116.90

56. If Respondent fails to make timely payment of any one of the required installment payments in accordance with the schedule set forth in Paragraphs 54 and 55, the entire unpaid balance of the penalty and all accrued interest shall become due immediately upon such failure, and Respondent shall immediately pay the entire remaining principal balance of the civil penalty along with any interest that has accrued up to the time of such payment. In addition, Respondent shall be liable for, and shall pay, additional interest, administrative handling charges and late payment penalty charges as described in

Paragraphs 60 through 63, below, in the event of any such failure or default.

57. Respondent may elect at any time after commencing the payments under the installment schedule to pay the entire remaining principal together with the accrued interest to the date of such full payment.
58. Payment of the civil penalty amount, and any associated interest, administrative fees, and late payment penalties owed, shall be made by either cashier's check, certified check or electronic wire transfer, in the following manner:
- a. All payments by the Respondent shall include reference to the Respondent's name and address, and the Docket Number of this action, *i.e.*, Docket No. **TSCA-03-2019-0072**;
 - b. All checks shall be made payable to the "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
 - d. For additional information concerning other acceptable methods of payment of the civil penalty amount see:

<https://www.epa.gov/financial/make-payment>
 - e. A copy of the Respondent's check or other documentation of payment of the penalty using the method selected by the Respondent for payment shall be sent

simultaneously to:

Philip Yeany
Senior Assistant Regional Counsel
U.S. EPA, Region III (3RC60)
1650 Arch Street
Philadelphia, PA 19103-2029
yeany.philip@epa.gov

59. Receipt by the Respondent or the Respondent's legal counsel of a true and correct copy of the fully executed and filed CAFO, with a date stamp indicating the date on which the CAFO was filed with the Regional Hearing Clerk, shall constitute receipt of written initial notice that a debt is owed EPA by the Respondent in accordance with 40 C.F.R. § 13.9(a).
60. 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, the Respondent's failure to make timely payment of the penalty as specified herein shall result in the assessment of late payment charges including interest, penalties and/or administrative costs of handling delinquent debts.
61. INTEREST: In accordance with 40 C.F.R § 13.11(a)(1), interest on the civil penalty assessed in this CAFO will begin to accrue on the date that a copy of the fully executed and filed CAFO is mailed or hand-delivered to the Respondent. However, EPA will not seek to recover interest on any amount of the civil penalties 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 rate in accordance with 40

C.F.R § 13.11(a).

62. ADMINISTRATIVE COSTS: The costs of the EPA's administrative handling of overdue debts will be charged and assessed monthly throughout the period a debt is overdue. 40 C.F.R. § 13.11(b). Pursuant to Appendix 2 of EPA's *Resources Management Directives – Case 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.
63. LATE PAYMENT PENALTY: A late payment penalty of six percent per year will be assessed monthly on any portion of the civil penalty that 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).
64. The Respondent agrees not to deduct for federal tax purposes the civil penalty assessed in this CAFO.

GENERAL SETTLEMENT CONDITIONS

65. By signing this Consent Agreement, the Respondent acknowledges that this CAFO will be available to the public and represents that, to the best of the Respondent's knowledge and belief, this CAFO does not contain any confidential business information or personally identifiable information from the Respondent.
66. The Respondent certifies that any information or representation it has supplied or made to

EPA concerning this matter was, at the time of submission true, accurate, and complete and that there has been no material change regarding the truthfulness, accuracy or completeness of such information or representation. EPA shall have the right to institute further actions to recover appropriate relief if EPA obtains evidence that any information provided and/or representations made by the Respondent to the EPA regarding matters relevant to this CAFO, including information about respondent's ability to pay a penalty, are false or, in any material respect, inaccurate. This right shall be in addition to all other rights and causes of action that EPA may have, civil or criminal, under law or equity in such event. The Respondent and its officers, directors and agents are aware that the submission of false or misleading information to the United States government may subject a person to separate civil and/or criminal liability.

CERTIFICATION OF COMPLIANCE

67. The Respondent certifies to EPA, upon personal investigation and to the best of its knowledge and belief, that it currently is in compliance with regard to the violations alleged in this Consent Agreement.

OTHER APPLICABLE LAWS

68. Nothing in this CAFO shall relieve the Respondent of its obligation to comply with all applicable federal, state, and local laws and regulations, nor shall it restrict EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on the validity of any federal, state or local permit. This CAFO does not constitute a waiver, suspension or modification of the requirements of the

TSCA, or any regulations promulgated thereunder.

RESERVATION OF RIGHTS

69. This CAFO resolves only EPA's claims for civil penalties for the specific violation[s] alleged against the Respondent in this CAFO. EPA reserves the right to commence action against any person, including the Respondent, in response to any condition that EPA determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment. 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). EPA reserves any rights and remedies available to it under TSCA, the regulations promulgated thereunder and any other federal law or regulation to enforce the terms of this CAFO after its effective date.

EXECUTION /PARTIES BOUND

70. This CAFO shall apply to and be binding upon the EPA, the Respondent and the officers, directors, employees, contractors, successors, agents and assigns of the Respondent. By his or her signature below, the person who signs this Consent Agreement on behalf of the Respondent is acknowledging that he or she is fully authorized by the Respondent to execute this Consent Agreement and to legally bind the Respondent to the terms and conditions of this CAFO.

EFFECTIVE DATE

71. 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/her designee, the Regional Judicial

In the Matter of: City-Wide Decorators, Inc.
Docket No. TSCA-03-2019-0072

Officer, is filed along with the Consent Agreement with the Regional Hearing Clerk pursuant to the *Consolidated Rules of Practice*.

ENTIRE AGREEMENT

72. This CAFO constitutes the entire agreement and understanding between the Parties regarding settlement of all claims for civil penalties 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.

In the Matter of: City-Wide Decorators, Inc.
Docket No. TSCA-03-2019-0072

For Respondent: City-Wide Decorators, Inc.

Date: 6-26-19


By: 
Randy Wingfield

In the Matter of: City-Wide Decorators, Inc.
Docket No. TSCA-03-2019-0072

For the Complainant:


After reviewing the Consent Agreement and other pertinent matters, I, the undersigned Director of the Enforcement and Compliance Assurance Division of the United States Environmental Protection Agency, Region III, agree to the terms and conditions of this Consent Agreement and recommend that the Regional Administrator, or his/her designee, the Regional Judicial Officer, issue the attached Final Order.

Date: AUG 9 2019

By: 
Karen Melvin
Director, Enforcement and Compliance
Assurance Division
U.S. EPA – Region III
Complainant

Attorney for the Complainant:

Date: 7/30/19

By: 
Philip Yearty
Senior Assistant
Regional Counsel
U.S. EPA – Region III

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION III

1650 Arch Street

Philadelphia, Pennsylvania 19103

U.S. EPA-REGION 3-RHC
FILED-19AUG2019am11:42

In the matter of:

City Wide Decorators, Inc.
8232 Mechanicsville Turnpike,
Mechanicsville, VA, 23111

Respondent

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U.S. EPA Docket No.
TSCA-03-2019-0072

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and 409 of the Toxic Substances
Control Act, 15 U.S.C. §§
2615(a) and 2689.

FINAL ORDER

Complainant, the Director of the Enforcement & Compliance Assurance Division, U.S. Environmental Protection Agency, Region III, and the Respondent, City Wide Decorators, 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, specifically 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.

Based upon the representations of the parties in the attached Consent Agreement, the penalty agreed to therein is based upon consideration of, *inter alia*, EPA's *Lead-Based Paint Consolidated Enforcement Response Policy* (August 2010), and the statutory factors set forth in Section 16(a)(2)(B) of the Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2615(a)(2)(B).


NOW, THEREFORE, PURSUANT TO Section 16 of TSCA, 15 U.S.C. §§ 2615(a), and Section 22.18(b)(3) of the Consolidated Rules of Practice, **IT IS HEREBY ORDERED** that

Respondent pay a civil penalty in the amount of **TWENTY-FIVE THOUSAND DOLLARS (\$25,00.00) plus any associated interest**, in accordance with the payment provisions set forth in the Consent Agreement, and comply with the terms and conditions of the Consent Agreement.

This Final Order constitutes the final Agency action in this proceeding. This Final Order shall not in any case affect the right of the Agency or the United States to pursue appropriate injunctive or other equitable relief, or criminal sanctions for any violations of the law. This Final Order resolves only those causes of action alleged in the Consent Agreement and does not waive, extinguish or otherwise affect Respondent's obligation to comply with all applicable provisions of TSCA and the regulations promulgated thereunder.

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

Aug. 19, 2019
Date



Joseph J. Lisa
Regional Judicial and Presiding Officer
U.S. EPA Region III

In the matter of:

City Wide Decorators, Inc.
8232 Mechanicsville Turnpike,
Mechanicsville, VA, 23111

**U.S. EPA Docket No.
TSCA-03-2019-0072**

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and 409 of the Toxic Substances
Control Act, 15 U.S.C. §§
2615(a) and 2689.

Respondent

CERTIFICATE OF SERVICE

I certify that on **AUG 19 2019**, the original and one (1) copy of the foregoing *Consent Agreement and Final Order* were filed with the EPA Region III Regional Hearing Clerk. I further certify that on the date set forth below, I caused to be served a true and correct copy of the foregoing to each of the following persons, in the manner specified below, at the following addresses:

Copy served via UPS Next Day Delivery, to:

City Wide Decorators, Inc.
8232 Mechanicsville Turnpike
Mechanicsville, VA, 23111

Copies served via Hand Delivery or Inter-Office Mail to:

Philip Yeany
Senior Assistant Regional Counsel
ORC – 3RC60
U.S. EPA, Region III
1650 Arch Street
Philadelphia, PA 19103

Dated:



Regional Hearing Clerk
U.S. Environmental Protection Agency,
Region III

AUG 19 2019

In the Matter of: City-Wide Decorators, Inc.
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TRACKING NUMBERS: 1Z A43F712498983323