

**UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 8**

FILED

Sep 08, 2025

3:41 pm

**U.S. EPA REGION 8
HEARING CLERK**

IN THE MATTER OF: BAHA Construction, Inc., Respondent.	EXPEDITED SETTLEMENT AGREEMENT Docket No. TSCA-08-2025-0007
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Complainant, the authorized representative of the United States Environmental Protection Agency, and Respondent, BAHA Construction, Inc. (Respondent), by their undersigned representatives, hereby consent and agree as follows:

1. This Expedited Settlement Agreement (Agreement) is entered into by the EPA, by its duly delegated officials, and by Respondent for the purpose of simultaneously commencing and concluding this matter, as authorized by 40 C.F.R. § 22.13(b), and pursuant to 40 C.F.R. § 22.18(b)(2) and (3).
2. The EPA has jurisdiction over this matter pursuant to sections 16 and 409 of the Toxic Substances Control Act (TSCA), 15 U.S.C. §§ 2615, 2689, and the regulations promulgated under TSCA Subchapter IV, as set forth at 40 C.F.R. part 745.
3. Firms performing renovations on target housing are required to retain and, if requested, make available to EPA all records necessary to demonstrate compliance with the RRP Rule, for a period of 3 years following the completion of the renovation activities, as required by 40 C.F.R. § 745.86(a).
4. Pursuant to 40 C.F.R. § 745.86(b)(6), documentation of compliance with the requirements of section 745.85, including but not limited to, documentation that a certified renovator was assigned to the project and that the certified renovator performed or directed workers who performed all of the tasks described in section 745.85(a).
5. Pursuant to 40 C.F.R. § 745.86(b)(6), Respondent failed to retain or produce the following records to demonstrate compliance with the RRP Rule at the following jobsites:
 - a. 116 West 27th Street, Pueblo, Colorado: failure to document that Respondent assigned a certified renovator;
 - b. 202 Howard Avenue, Pueblo, Colorado: failure to document that Respondent assigned a certified renovator and failure to document that the certified

- renovator performed or directed workers to perform the work practice standards described in 40 C.F.R. § 745.85(a); and
- c. 205 West 21st Street, Pueblo, Colorado: failure to document that Respondent assigned a certified renovator and failure to document that the certified renovator performed or directed workers to perform the work practice standards described in 40 C.F.R. § 745.85(a).
6. Respondent's failure to maintain each type of documentation described above in paragraph 5, above, constitutes 5 separate violations of 40 C.F.R. § 745.86 and sections 15 and 409 of TSCA, 15 U.S.C. §§ 2614, 2689.
7. The EPA and Respondent agree that settlement of this matter for a civil penalty of five thousand dollars (\$5,000) is in the public interest.
8. Payment of the penalty must be completed using any method, or combination of appropriate methods, as provided on the EPA website: <https://www.epa.gov/financial/makepayment>. For additional instructions see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>. However, for any payments made after September 30, 2025, and in accordance with the March 25, 2025 Executive Order on [Modernizing Payments To and From America's Bank Account](#), Respondent shall pay using one of the electronic payments methods listed on [EPA's How to Make a Payment website](#) and will not pay with a paper check.
9. The payment must reference the docket number that appears on the final order as directed when prompted for a document number via an electronic payment method.
10. By signing this Agreement, Respondent certifies that:
- a. the alleged violations listed in the Agreement have been corrected, and Respondent has submitted true and accurate documentation of such correction; and
 - b. agrees to provide payment of the civil penalty set forth in paragraph 7, above, upon entry of the Final Order.
11. Respondent agrees that the penalty specified in this Agreement and any interest paid shall not be deductible for purposes of local, state, or federal taxes.
12. This settlement is subject to the following terms and conditions with respect to the violations alleged:
- a. Respondent, by signing below, admits the jurisdictional allegations of the Agreement, neither admits nor denies the specific factual allegations contained in the Agreement and consents to the assessment of the penalty as stated above.
 - b. Each party to this action shall bear its own costs and attorney fees, if any.

- c. Payment by Respondent shall constitute a waiver of any and all available rights to judicial or administrative review or other remedies that the Respondent may have, with respect to any issue of fact or law or any terms and conditions set forth in this Agreement, including any right to appeal the Final Order.
13. By signing this Agreement, Respondent waives any rights or defenses that Respondent has or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial, and waives any right to challenge the lawfulness of the Final Order accompanying the Agreement.
14. This Agreement, upon incorporation into a Final Order by the Regional Judicial Officer and full satisfaction by the parties, shall only resolve Respondent's liability for Federal civil penalties for the violations alleged in this Agreement.
15. This Agreement, upon incorporation into a Final Order, applies to and is binding upon the EPA and Respondent and Respondent's successors or assigns. Any change in ownership or corporate status of Respondent, including, but not limited to, any transfer of assets or real or personal property, shall not alter Respondent's responsibilities under this Agreement. This Agreement contains all terms of the settlement agreed to by the Parties.
16. The undersigned representative of Respondent certifies that they are fully authorized to enter into the terms and conditions of the Agreement and to bind Respondent to the terms and conditions of this Agreement.
17. Nothing in this Agreement shall relieve Respondent of the duty to comply with TSCA and its implementing regulations.
18. The parties consent to service of this Agreement and any final order approving it by e-mail at the following valid e-mail addresses: jackson.laurianne@epa.gov (for Complainant), and bahagc@bahagc.com (for Respondent).

The foregoing Expedited Settlement Agreement In the Matter of BAHA Construction, Inc., is hereby stipulated, agreed, and approved for entry.

**UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY**

REGION 8,

By: **DAVID
COBB**  Digitally signed by
DAVID COBB
Date: 2025.09.08
08:08:57 -06'00'

Date: _____

David Cobb, Supervisor

Toxics and Pesticides Enforcement
Section Enforcement and Compliance
Assurance Division

Complainant

BAHA CONSTRUCTION, INC.

Date: 09-04-2025

By:  _____

Printed
Name: Anthony Olguin

Respondent