

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 8**

FILED

Sep 24, 2025

10:23 am

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

IN THE MATTER OF:	
Solon Homes Inc,	CONSENT AGREEMENT
Respondent	Docket No. TSCA-08-2025-0009

Complainant, the authorized representative of the United States Environmental Protection Agency, and Respondent, Solon Homes Inc, (collectively the Parties), by their undersigned representatives, hereby consent and agree as follows:

I. AUTHORITY

1. This Consent 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.

II. STATUTORY AND REGULATORY BACKGROUND

3. As directed by section 402(c) of TSCA, 15 U.S.C. § 2682(c), the EPA promulgated the Renovation, Repair, and Painting (RRP) Rule, codified at 40 C.F.R. part 745, subpart E, with the purpose of protecting the public from lead-based paint hazards associated with renovation, repair, and painting activities.
4. The RRP Rule requires that individuals performing renovations for compensation in target housing are properly trained, renovators and firms that perform renovations are certified, and the work practice standards at 40 C.F.R. § 745.85 are followed during renovations.
5. "Target housing" means any housing constructed prior to 1978, except for housing for the elderly or persons with disabilities (unless any child who is less than six years of age resides or is expected to reside in such housing) or any zero-bedroom dwelling. Section 401 of TSCA, 15 U.S.C. § 2681(17).
6. "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 at 40 C.F.R. § 745.223. 40 C.F.R. § 745.83.
7. Failure to comply with any provision of the RRP Rule, 40 C.F.R. part 745, subpart

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E, constitutes a violation of section 409 of TSCA, 15 U.S.C. § 2689. EPA may assess a civil penalty of up to \$49,722 for each violation of section 409. 15 U.S.C. § 2615(a)(1), 40 C.F.R. part 19, 90 Fed. Reg. 1375, 1377 (Jan. 8, 2025).

III. RESPONDENT

8. Respondent is a corporation organized and doing business in the state of Colorado.
9. Respondent is a “person” for purposes of sections 16 and 409 of TSCA, 15 U.S.C. §§ 2615, 2689, and as defined at 40 C.F.R. § 745.83.
10. Respondent is a “firm” as defined by 40 C.F.R. § 745.83.

IV. STATEMENTS OF FACT AND CONCLUSIONS OF LAW

11. On March 6, 2023, the EPA inspected one of Respondent’s jobsites located at 1710 East 3rd Street in Pueblo, Colorado (East 3rd Street Jobsite) to determine Respondent’s compliance with the RRP Rule.
12. On April 2, 2024, the EPA inspected an additional one of Respondent’s jobsites located at 1916 Bragdon Avenue in Pueblo, Colorado (Bragdon Avenue Jobsite) to determine Respondent’s compliance with the RRP Rule.
13. As part of its investigation into Respondent’s compliance with the RRP Rule, on or about July 9, 2024, the EPA requested information from Respondent on renovations Respondent was planning to perform at two additional properties.
14. On August 16, 2024, EPA received information from Respondent regarding renovations Respondent had performed in recent weeks at 55 Small Avenue (Small Avenue Jobsite) and 412 East Ash Street (East Ash Street Jobsite) in Pueblo, Colorado.
15. Each of the jobsites referenced in paragraphs 11 through 14 are residential properties constructed prior to 1978 and are “target housing” as the term is defined in 15 U.S.C. § 2681(17).
16. Respondent performed a “renovation” as the term is defined in 40 C.F.R. § 745.83, at each of the jobsites referenced in paragraphs 11 through 14, by conducting major remodels on all properties.

Count 1: Firm Certification

17. Firms that perform or offer to perform renovations on target housing are required to obtain initial firm certification. 40 C.F.R. § 745.89(a).
18. Respondent failed to obtain initial firm certification from the EPA prior to performing the renovation at the East 3rd Street Jobsite as required by 40 C.F.R. § 745.89(a).

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19. Respondent's failure to obtain initial certification constitutes a violation of 40 C.F.R. § 745.81(a)(2)(ii) and section 409 of TSCA, 15 U.S.C. § 2689.

Counts 2-3: Assigning a Certified Renovator

20. Firms performing renovations on target housing 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, as required by 40 C.F.R. § 745.89(d)(2).
21. Respondent did not assign a certified renovator to the renovations at the East 3rd Jobsite or the Bragdon Avenue Jobsite, as required by 40 C.F.R. § 745.89(d)(2).
22. Respondent's failure to assign a certified renovator to both renovations constitutes two violations of 40 C.F.R. § 745.89(d)(2) and section 409 of TSCA, 15 U.S.C. § 2689.

Counts 4-5: Lead-Safe Work Practices: Floor Surface Covering

23. Firms performing renovations on target housing are required, before beginning the renovation, to cover the floor surface with taped-down plastic sheeting or other impermeable material in the work area to contain dust, pursuant to 40 C.F.R. § 745.85(a)(2)(i)(D).
24. At both the East 3rd Street Jobsite and the Bragdon Avenue Jobsite, at the time of the inspections, the EPA observed that no plastic sheeting or other impermeable material was covering the floor surfaces in the work areas to contain dust.
25. Respondent's failure in both instances to cover the floor surfaces with plastic sheeting or other impermeable material constitutes two violations of 40 C.F.R. § 745.85(a)(2)(i)(D) and section 409 of TSCA, 15 U.S.C. § 2689.

Counts 6-7: Lead-Safe Work Practices: Ground Covering

26. Firms performing renovations on target housing are required, before beginning the renovation, to cover the ground with plastic sheeting or other disposable impermeable material extending 10 feet beyond the perimeter of surfaces undergoing renovation or a sufficient distance to catch falling paint debris, whichever is greater, unless the property line prevents 10 feet of such ground covering, pursuant to 40 C.F.R. § 745.85(a)(2)(ii)(C).
27. At both the East 3rd Street Jobsite and the Bragdon Avenue Jobsite, at the time of the inspections, the EPA observed that no plastic sheeting or other disposable impermeable material was covering the ground to collect falling paint debris during the renovations.
28. Respondent's failure in both instances to cover the ground with plastic sheeting or other disposable impermeable material extending 10 feet beyond the perimeter of surfaces or a sufficient distance to collect falling paint debris, unless the property

line prevents 10 feet of such ground covering constitutes two violations of 40 C.F.R. § 745.85(a)(2)(ii)(C) and section 409 of TSCA, 15 U.S.C. § 2689.

Counts 8-9: Lead-Safe Work Practices: Waste Containment

29. Firms performing renovations on target housing are required to contain waste from renovation activities to prevent releases of dust and debris before the waste is removed from the work area, pursuant to 40 C.F.R. § 745.85(a)(4)(i).
30. At both the East 3rd Street Jobsite and the Bragdon Avenue Jobsite, at the time of the inspections, the EPA observed uncontained waste, including paint chips and debris, outside of the work area.
31. Respondent's failure in both instances to contain waste from renovation activities to prevent releases of dust and debris before the waste is removed from the work area constitutes two violations of 40 C.F.R. § 745.85(a)(4)(i) and section 409 of TSCA, 15 U.S.C. § 2689.

Counts 10-11: Posting of Warning Signs

32. The RRP Rule requires that firms performing renovations on target housing post signs clearly defining the work area and warning occupants and other persons to remain outside of the work area, pursuant to 40 C.F.R. § 745.85(a)(1).
33. At both the East 3rd Street Jobsite and the Bragdon Avenue Jobsite, at the time of the inspections, Respondent had not posted signs defining the work areas, as required by 40 C.F.R. § 745.85(a)(1).
34. Respondent's failure to post signs in both instances constitutes two violations of 40 C.F.R. § 745.85(a)(1) and section 409 of TSCA, 15 U.S.C. § 2689.

Counts 12-15: Record Retention Requirements

35. 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, pursuant to 40 C.F.R. § 745.86.
36. For both the East Ash Jobsite and the Small Avenue Jobsite, Respondent failed to retain or produce the following records to demonstrate compliance with the RRP Rule, pursuant to 40 C.F.R. § 745.86(b)(6):
 - a. documentation that a certified renovator was assigned, and
 - b. documentation that the certified renovator performed the post-cleaning verification described in 40 C.F.R. § 745.85(b).
37. Respondent's failure to maintain each type of documentation described above in paragraph 36 for the East Ash and Small Avenue Jobsites constitutes four separate

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violations of 40 C.F.R. § 745.86 and sections 15 and 409 of TSCA, 15 U.S.C. §§ 2614, 2689.

V. SETTLEMENT

38. The Parties agree that settlement of this matter is in the public interest, and the Parties agree that execution of this Consent Agreement and issuance of a final order without further litigation and without adjudication of any issue of fact or law, is the most appropriate means of resolving this matter.
39. In determining the amount of any penalty to be assessed, the EPA considered the nature, circumstances, extent and gravity of the violations alleged and, with respect to Respondent, the ability to pay, the effect of the proposed penalty on the ability to continue to do business, any history of prior violations, the degree of culpability, and such other matters as justice may require, in accordance with section 16 of TSCA, 15 U.S.C. § 2615(a).
40. By signing this Consent Agreement, Respondent: (a) acknowledges this Agreement constitutes an enforcement action for purposes of considering Respondent's compliance history in any subsequent enforcement action; (b) admits the jurisdictional allegations made herein; (c) neither admits nor denies the factual allegations contained herein; and (d) consents to the assessment of the penalty specified in this Consent Agreement.
41. Pursuant to section 16 of TSCA, 15 U.S.C. § 2615, the EPA has determined that a civil penalty in the amount below is appropriate to settle this matter.
42. Respondent agrees to pay a civil penalty in the amount of forty thousand two hundred dollars (\$40,200) (Assessed Penalty). Respondent consents to pay as follows:
 - a. The Assessed Penalty will be paid in 6 equal installments to complete payment of the entire Assessed Penalty and interest, which is assessed at the IRS standard underpayment rate. Including the Assessed Penalty and interest, the total amount that will be paid upon completion of all payments will be \$40,981.68. The first payment is due within thirty (30) days of the Effective Date, defined in Section VII, below. Respondent's subsequent payments shall thereafter be due in 30-day intervals from the Effective Date.
 - b. Respondent shall make payments in accordance with the following schedule:

Payment Number	Payment shall be made <i>no later than</i>	Payment Amount
1	Thirty (30) days after the Effective Date.	\$6,830.28
2	Sixty (60) days after the Effective Date.	\$6,830.28
3	Ninety (90) days after the Effective Date.	\$6,830.28
4	One-hundred and twenty (120) days after the Effective Date.	\$6,830.28
5	One-hundred and fifty (150) days after the Effective Date.	\$6,830.28
6	One-hundred and eighty (180) days after the Effective Date.	\$6,830.28

- c. Notwithstanding Respondent's agreement to pay the Assessed Penalty in accordance with the installment schedule set forth above, Respondent may pay the entire Assessed Penalty of \$40,200 within thirty (30) days of the Effective Date and, thereby, avoid the payment of interest pursuant to 40 C.F.R. § 13.11(a).
43. 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.
44. When making a payment, Respondent shall:
- Identify every payment with Respondent's name and the docket number that appears on the final order ratifying this Agreement; and
 - Concurrently with any payment or within 24 hours of any payment, Respondent shall serve proof of such payment to the following persons:

Regional Hearing Clerk
R8.Hearing.Clerk@epa.gov

Kristin Jendrek
Compliance Officer
Jendrek.kristin@epa.gov

and

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U.S. Environmental Protection Agency
Cincinnati Finance Center
Via electronic mail to:
CINWD_AcctsReceivable@epa.gov

“Proof of payment” means, as applicable, a copy of the check, confirmation of credit card or debit card payment confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate payment has been made according to EPA requirements, in the amount due, and identified with the docket number that appears on the final order.

45. Interest, Charges, and Penalties on Late Payments. Pursuant to 15 U.S.C. § 2615, 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to timely pay any portion of the Assessed Penalty, interest, or other charges and penalties per this Agreement, the entire unpaid balance of the Assessed Penalty and all accrued interest shall become immediately due and owing, and EPA is authorized to recover the following amounts.
- a. Interest. Interest begins to accrue from the Effective Date. If the Assessed Penalty is paid in full within thirty (30) days, interest accrued is waived. If the Assessed Penalty is not paid in full within thirty (30) days, interest will continue to accrue until any unpaid portion of the Assessed Penalty as well as any interest, penalties, and other charges are paid in full. To protect the interests of the United States the rate of interest is set at the IRS standard underpayment rate; any lower rate would fail to provide Respondent adequate incentive for timely payment.
 - b. Handling Charges. Respondent will be assessed monthly a charge to cover EPA’s costs of processing and handling overdue debts. If Respondent fails to pay the Assessed Penalty in accordance with this Agreement, EPA will assess a charge to cover the costs of handling any unpaid amounts for the first thirty (30) day period after the Effective Date. Additional handling charges will be assessed each subsequent thirty (30) days, or any portion thereof, until the unpaid portion of the Assessed Penalty, as well as any accrued interest, penalties, and other charges are paid in full.
 - c. Late Payment Penalty. A late payment penalty of six percent (6%) per annum, will be assessed monthly on all debts, including any unpaid portion of the Assessed Penalty, interest, penalties, and other charges, that remain delinquent more than ninety (90) days.
46. Late Penalty Actions. In addition to the amounts described in the prior paragraph, if Respondent fails to timely pay any portion of the Assessed Penalty, interest, or other charges and penalties per this Agreement, EPA may take additional actions. Such actions EPA may take include, but are not limited to, the following:
- a. Refer the debt to a credit reporting agency or a collection agency, per 40

C.F.R. §§ 13.13 and 13.14.

- b. Collect the debt by administrative offset (i.e., the withholding of money payable by the United States government to, or held by the United States government for, a person to satisfy the debt the person owes the United States government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, per 40 C.F.R. Part 13, Subparts C and H.
 - c. Suspend or revoke Respondent's licenses or other privileges or suspend or disqualify Respondent from doing business with EPA or engaging in programs EPA sponsors or funds, per 40 C.F.R. § 13.17.
 - d. Per 15 U.S.C. § 2615(a), the Attorney General will bring a civil action in the appropriate district court to recover the full remaining balance of the debt plus interest. In such an action, the validity, amount, and appropriateness of the Assessed Penalty shall not be subject to review.
47. Allocation of Payments. Pursuant to 31 C.F.R. § 901.9(f) and 40 C.F.R. § 13.11(d), a partial payment of debt will be applied first to outstanding handling charges, second to late penalty charges, third to accrued interest, and last to the principal that is the outstanding Assessed Penalty amount.
48. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this Agreement shall not be deductible for purposes of federal taxes.

VI. GENERAL PROVISIONS

49. The Parties agree to submit this Consent Agreement to the Regional Judicial Officer with a request that it be incorporated into a final order.
50. This Consent Agreement, upon incorporation into a final order, applies to and is binding upon the Parties, and Respondent's officers, directors, employees, agents, successors and 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 Consent Agreement.
51. In accordance with 40 C.F.R. 22.18(c), this Consent Agreement, upon incorporation into a final order and full satisfaction by both Parties, shall only resolve Respondent's liability for federal civil penalties for the violations and facts alleged in this Consent Agreement.
52. Respondent waives any and all available rights to judicial or administrative review or other remedies that Respondent may have, with respect to any issue of fact or law or any terms and conditions set forth in this Consent Agreement, including any right to a jury trial, or judicial review under the Administrative Procedure Act, 5 U.S.C. §§ 701–706. Respondent waives any right to challenge the lawfulness of the final order accompanying the consent agreement.

53. This Consent Agreement does not pertain to any matters other than those expressly specified herein. The EPA reserves, and this Consent Agreement is without prejudice to, all rights against Respondent with respect to all other matters including, but not limited to, the following:
- a. claims based on a failure by Respondent to meet a requirement of this Consent Agreement, including any claims for costs which are caused by Respondent's failure to comply with this Agreement;
 - b. claims based on criminal liability; and,
 - c. claims based on any other violations of the Act or federal or state law.
54. Nothing in this Consent Agreement shall relieve Respondent of the duty to comply with TSCA and its implementing regulations.
55. Failure by Respondent to comply with any of the terms of this Consent Agreement shall constitute a breach of the Consent Agreement and may result in referral of the matter to the United States Department of Justice for enforcement of this Consent Agreement and for such other relief as may be appropriate.
56. Except as qualified by paragraph 46, above, each party to this action shall bear its own costs and attorneys' fees, if any.
57. The Parties agree that this Consent Agreement may be signed in any number of counterparts, each of which will be deemed an original and, when taken together, constitute one agreement; the counterparts are binding on the parties individually as fully and completely as if the Parties had signed one single instrument, so that the rights and liabilities of the Parties will be unaffected by the failure of any of the undersigned to execute any or all of the counterparts; any signature page and any copy of a signed signature page may be detached from any counterpart and attached to any other counterpart of this Consent Agreement and any signature page may be transmitted electronically (*e.g.*, a PDF file).
58. The undersigned representative of Respondent certifies that he or she is fully authorized to enter into the terms and conditions of the Consent Agreement and to bind Respondent to the terms and conditions of this Consent Agreement.
59. If and to the extent the EPA finds, after signing this Agreement, that any information provided by Respondent was materially false or inaccurate at the time such information was provided to the EPA, the EPA reserves any and all of its legal and equitable rights.
60. The parties consent to service of the final order approving this Consent Agreement by e-mail at the following valid e-mail addresses: Shaula Eakins, eakins.shaula@epa.gov (for Complainant), and Christel Aime, CAime@aime-management.com (for Respondent).

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VII. EFFECTIVE DATE

61. This Agreement shall become effective on the date a final order ratifying this Agreement is filed with the Regional Hearing Clerk for EPA Region 8.

The foregoing Consent Agreement In the Matter of Solon Homes Inc, is hereby stipulated, agreed, and approved for entry.

**UNITED STATES ENVIRONMENTAL
PROTECTION AGENCY, REGION 8,**

Date: _____

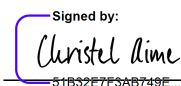
By: _____
David Cobb, Supervisor
Toxics and Pesticides Enforcement Section
Enforcement and Compliance
Assurance Division

Complainant.

SOLON HOMES INC

Respondent.

Date: 9/19/2025

By:  _____
Signed by:
Christel Aime
31B32E7F3AB749E...

Printed Name: Christel Aime

Title: _____