

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION III  
Philadelphia, Pennsylvania 19103**

<b>In the Matter of:</b>	:	<b>U.S. EPA Docket No. TSCA-03-2023-0121</b>
	:	
<b>Python Windows, Inc. 9111 Midlothian Tpke Suite 400 Richmond, VA, 23235-5031</b>	:	<b>Proceeding under Sections 16(a) and 409 of the Toxic Substances Control Act, 15 U.S.C. §§ 2615 and 2689</b>
	:	
<b>Respondent.</b>	:	

## **CONSENT AGREEMENT**

### **PRELIMINARY STATEMENT**

1. This Consent Agreement is entered into by the Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency, Region III (“Complainant”) and Python Windows, Inc. (“Respondent”) (collectively the “Parties”), pursuant to Sections 16(a) and 409 of the Toxic Substances Control Act, 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. The Toxic Substances Control Act (“TSCA”) authorizes the Administrator of the U.S. Environmental Protection Agency (“EPA”) 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 the authority to enter into agreements concerning administrative penalties to the Complainant. This Consent Agreement and the attached Final Order (hereinafter jointly referred to as the “Consent Agreement and Final Order”) resolve Complainant’s civil penalty claims against Respondent under TSCA for the violations alleged herein.
2. The violations alleged herein pertain to the Respondent’s alleged failure, with respect to a renovation for compensation on certain pre-1978 housing in April 2022, to comply fully with the Lead Renovation, Repair, and Painting Program (commonly known as the “RRP Rule”) firm certification, renovator certification, information distribution and work practice requirements set forth and codified by EPA at 40 C.F.R. Part 745, Subpart E.
3. 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**

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

### **GENERAL PROVISIONS**

6. For purposes of this proceeding only, Respondent admits the jurisdictional allegations set forth in this Consent Agreement and Final Order.
7. Except as provided in Paragraph 6, immediately above, Respondent neither admits nor denies the specific factual allegations set forth in this Consent Agreement.
8. 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 Consent Agreement and Final Order.
9. For purposes of this proceeding only, Respondent hereby expressly waives its right to contest the allegations set forth in this Consent Agreement and Final Order and waives its right to appeal the accompanying Final Order.
10. 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.
11. Respondent shall bear its own costs and attorney's fees in connection with this proceeding.

### **FINDINGS OF FACT AND CONCLUSIONS OF LAW**

12. 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.
13. Congress passed the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the "RLBPHRA"), 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.
14. 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.

15. 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*.
16. 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.
17. 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.”
18. 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.”
19. 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.”
20. Respondent is a corporation operating under the laws of the Commonwealth of Virginia with a registered office address of 1519 Summit Ave., Suite 102, Richmond, VA, 23230-4512 and a principal place of business located at 9111 Midlothian Tpke., Suite 400, Richmond, VA, 23235-5031.
21. Respondent is and was, at all times herein relevant, a “person” and a “firm,” that performed “renovation” (as those terms are defined at 40 C.F.R. § 745.83) activities, including “renovations for compensation” (within the 40 C.F.R. § 745.89(a)(1) use and meaning of that term) at “residential dwelling[s]” and “target housing” (as those terms are defined at 40 C.F.R. § 745.103) properties and is subject to the assessment of civil penalties for the violations alleged herein.
22. At all times relevant to the violations alleged herein, Respondent was a “renovator” as that term is defined at 40 C.F.R. § 745.83.
23. On or about February 17, 2022, Respondent entered into a contract with the owner of a single-family residential dwelling located at 4521 E. Seminary Avenue, Richmond, VA 23227, to perform a 35-window replacement project at that residential dwelling. The contract provided that Respondent would receive monetary compensation for the performance of such project.

24. The single-family residential dwelling located at 4521 E. Seminary Avenue, Richmond, VA 23227 was constructed in 1926 and is “target housing” as that term is defined at 40 C.F.R. § 745.103.
25. The 35-window replacement project contract that Respondent entered into with the above-referenced target housing owner on February 17, 2022 was for the performance of a “renovation for compensation,” pursuant to 40 C.F.R. § 745.82(a), at such at the target housing.
26. In April 2022, Respondent entered into a subcontract (dated “4/ /22”) with Construction Guerrero LLC, a limited liability company with a principal place of business located at 913 Rutherford Road, #225, Richmond, VA 23225, to perform all window installation activities at the 4521 E. Seminary Avenue, Richmond, VA target housing residential dwelling.
27. On or about April 22, 2022, Construction Guerrero LLC, conducted a “renovation,” as that term is defined at 40 C.F.R. § 745.83, and a “renovation for compensation,” pursuant to 40 C.F.R. § 745.82(a), by performing a 35-window replacement project at the 4521 E. Seminary Avenue, Richmond, VA 23227, target housing single-family dwelling, pursuant to its subcontract with Respondent.
28. On or about April 25, 2022, Respondent paid monetary compensation to Construction Guerrero LLC pursuant to the above-referenced subcontract that was entitled “Installation Labor Breakdown Sheet,” for the labor associated with Construction Guerrero LLC’s installation of 35 windows at the at the 4521 E. Seminary Avenue, Richmond, VA 23227, target housing single-family dwelling on behalf of the Respondent and its February 17, 2022 contract with the 4521 E. Seminary Avenue, Richmond, VA target housing owner.
29. On or about April 29, 2022, EPA received a tip/complaint from the homeowner of the single-family target housing residential dwelling located at 4521 E. Seminary Avenue, Richmond, VA 23227. The homeowner indicated that he had entered into a contract with Respondent to replace 35 windows at his target housing residence. The homeowner alleged that the workers who subsequently performed the contracted renovation work had not taken appropriate precautions to prevent against the release of lead-based paint and related dust during the renovation project, complaining that the workers who performed such renovation: failed to seal off residential areas from potential lead exposure; did not use drop cloths or employ other protective measures; failed to properly wipe down surfaces or to sweep or vacuum floors after the installation; and that the workers did not wear personal protective equipment (“PPE”) while performing the work.
30. The above-referenced target housing homeowner subsequently provided EPA with: information that two adults and a 5-month-old baby resided in the 4521 E. Seminary Avenue, Richmond, VA 23227 target housing residential dwelling; photographs evidencing that paint chips were left inside and outside of the premises after completion of the renovation work and depicting visible dust on surfaces throughout the residence and debris around the perimeter drip line of the house, extending approximately

- seven feet from the exterior walls, and; supporting documentation, in the form of lead-based paint dust wipe and soil sampling laboratory analytical results (with corresponding chain of custody forms) from analytical testing performed at the residence on May 12, 2022 by a licensed Lead Risk Assessor and Industrial Hygienist, which identified lead levels above the Federal hazard and clearance levels.
31. On June 22, 2022, an EPA inspector visited the offices of Respondent's legal counsel and performed a pre-arranged document review of sales and installation files that included contracts and/or statements ("EPA Records Review") of work for renovations contracted and/or performed by Respondent within the past year.
  32. During his June 22, 2022 EPA Records Review, the EPA Inspector collected records and information that enabled EPA to determine that: the single-family residence located at 4521 E. Seminary Avenue, Richmond, VA 23227 was pre-1978 (*i.e.*, target) housing; the 35-window replacement project (*i.e.*, a "renovation") that occurred on or about April 22, 2022 at this target housing residence was performed pursuant to a February 17, 2022 contract between Respondent and the target housing homeowner; Respondent thereafter subcontracted all window replacement renovation activities to Construction Guerrero LLC in April 2022 pursuant to a separate subcontract (hereinafter, "Subcontract"); Respondent was compensated monetarily by the target housing homeowner for this window replacement renovation project; and Construction Guerrero LLC was compensated monetarily by Respondent, on April 25, 2022, for the labor it expended in performing the window replacement renovation project at such target housing pursuant to its Subcontract with the Respondent.
  33. Subsequent to conducting the above-referenced EPA Records Review, the EPA Inspector performed a search of the Federal Lead-Based Paint Program ("FLPP") Database (which supports the application process for the accreditation of training providers and the certification of firms and individuals who perform lead-based abatements and renovation and repair activities in the United States), checked on the credentials of Construction Guerrero LLC's employees and learned that Construction Guerrero LLC was not EPA certified to perform renovations on properties constructed before 1978 and that it did not employ any EPA certified renovators or individuals trained by a certified renovator.
  34. On February 15, 2023, the EPA issued the Respondent and Construction Guerrero LLC a Notice of Potential Violation and Opportunity to Confer ("NOPVOC").
  35. On March 14, 2023, EPA confirmed Respondent's receipt of the NOPVOC.
  36. On May 10, 2023, EPA and Respondent had a conference to discuss the violations alleged against Respondent in the NOPVOC.

**VIOLATIONS ALLEGED**

**COUNT 1**

**Individual Certification Violation**

**40 C.F.R. § 745.89(d)(2)**

*Failure to Ensure that Individuals Performing  
a Target Housing Renovation for Compensation*

*Were Either Certified Renovators or Were Trained by a Certified Renovator*

37. The allegations contained in paragraphs 1 through 36, above, of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
38. 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.”
39. 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.”
40. On February 17, 2022, Respondent contracted with the homeowner of a target housing single-family residence located at 4521 E. Seminary Avenue, Richmond, VA 23227 to perform a 35-window replacement renovation for monetary compensation at such target housing, which did not qualify for any of the exceptions identified in 40 C.F.R. § 745.82(a) or (c), respectively.
41. In April 2022, and without first ensuring that Construction Guerrero LLC had obtained initial lead-safe firm certification pursuant to the requirements and provisions set forth at 40 C.F.R. § 745.89 or that the company employed individuals who were certified renovators and/or had been trained by a certified renovator in accordance with 40 C.F.R. § 745.90 requirements, Respondent entered into a subcontract with Construction Guerrero LLC (the “Subcontract”) to perform renovation activities at the 4521 E. Seminary Avenue, Richmond, VA 23227 target housing residential dwelling. Pursuant to that Subcontract, Respondent agreed to monetarily compensate Construction Guerrero LLC to perform the window replacement renovation activities that Respondent had originally contracted with the target housing homeowner to conduct at that target housing residential dwelling.
42. Pursuant to its Subcontract with the Respondent, in April 2022 Construction Guerrero LLC performed the agreed window replacement renovation activities at the target housing single-family residence located at 4521 E. Seminary Avenue, Richmond, VA 23227. In its performance of such renovation activities, Construction Guerrero LLC used individuals who were not certified renovators and had not been trained by a certified renovator in accordance with 40 C.F.R. § 745.90 requirements, and neither the

Respondent nor Construction Guerrero LLC assigned a certified renovator to this target housing renovation project to discharge the certified renovator responsibilities identified in 40 C.F.R. § 745.90.

43. Respondent's failure to ensure that: (i) all individuals who performed target housing renovation activities on its behalf at the target housing single-family residence located at 4521 E. Seminary Avenue, Richmond, VA 23227 in April 2022 were either certified renovators or had been trained by a certified renovator in accordance with 40 C.F.R. § 745.90; and (ii) a certified renovator was assigned to this target housing 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) and a violation of 40 C.F.R. §745.87(a) and of Section 409 of TSCA, 15 U.S.C. § 2689.

**COUNT 2**  
**Information Distribution Violation**  
**40 C.F.R. § 745.84(a)**  
*Failing to Obtain  
Timely Written Acknowledgment  
of Target Housing Owner Receipt of  
EPA-Approved Lead Hazard Information Pamphlet*

44. The allegations contained in paragraphs 1 through 43, above, of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
45. Pursuant to 40 C.F.R. § 745.84(a)(1), a firm performing a renovation in any residential dwelling unit of target housing must provide the owner of the unit with the EPA-approved lead hazard information pamphlet entitled "*Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools*" within 60 days before beginning renovation activities and either: (i) obtain, from the owner, a written acknowledgment that the owner has received the pamphlet; or (ii) obtain a certificate of mailing at least 7 days prior to the renovation.
46. On June 22, 2022, during the EPA Records Review conducted at the offices of Respondent's legal counsel, the EPA Inspector reviewed the business records maintained by the Respondent that pertained to the renovation activities that Respondent contracted to perform at the 4521 E. Seminary Avenue, Richmond, VA 23227 target housing residential dwelling and those that similarly pertained 14 other randomly selected renovation activities that Respondent contracted to perform at other properties during calendar years 2021 and 2022.
47. At the time of, and at all times after, the date of the EPA Records Review, Respondent has been unable to provide to the EPA Inspector or to EPA any information or documentation to substantiate whether the owners of the of the 4521 E. Seminary Avenue, Richmond, VA 23227 target housing residential dwelling was ever provided with, or had otherwise timely received, the required EPA-approved lead hazard

information pamphlet entitled “*Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools*” from the Respondent or from Construction Guerrero LLC prior to the initiation and performance of the window replacement renovation activities performed at such target housing by Construction Guerrero LLC in April 2022, as described above.

48. Respondent’s failure to obtain from the 4521 E. Seminary Avenue, Richmond, VA 23227 target housing property owner a written acknowledgment that the owner had timely received the required EPA-approved lead hazard information pamphlet entitled “*Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools*” constitutes a failure on the part of the Respondent to comply with an applicable RRP Rule requirement of 40 C.F.R. § 745.84(a)(i).
49. Respondent’s failure to comply with an applicable 40 C.F.R. § 745.81(a)(1)(i) requirement, by and through its failure to obtain from the 4521 E. Seminary Avenue, Richmond, VA 23227 target housing property owner a written acknowledgment that the owner had timely received the required EPA-approved lead hazard information pamphlet, constitutes a violation of 40 C.F.R. §745.87(a) and of Section 409 of TSCA, 15 U.S.C. § 2689.

**COUNT 3**  
**Work Practice Violation**  
**40 C.F.R. § 745.85(a)(1)**  
*Failing to Post Required Warning Signs*

50. The allegations contained in paragraphs 1 through 49, above, of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
51. 40 C.F.R. § 745.85(a)(1) provides 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 29 CFR 1926.62(m), additional signs are not required by this section.”
52. Photographs and certified statements provided to EPA by the 4521 E. Seminary Avenue, Richmond, VA 23227 target housing homeowner confirm that, during the course of the April 2022 window replacement renovation activities that the homeowner contracted with Respondent to perform at that target housing single-family residence, neither Respondent nor its subcontractor, Construction Guerrero LLC, posted the required lead work warning signs to warn occupants and other persons not involved in renovation activities to remain outside of the work area during the time that target housing renovation work was in progress and constitutes a failure on the part of the Respondent to comply with an applicable RRP Rule requirement of 40 C.F.R. § 745.85(a)(1).



53. Respondent's failure to post, or to ensure that its subcontractor Construction Guerrero LLC posted, required lead work warning signs to warn occupants and other persons not involved in the 4521 E. Seminary Avenue, Richmond, VA 23227 target housing renovation activities to remain outside of the work area during the entire course of the April 2022 renovation activities conducted at that single-family residential target housing property pursuant to the homeowner's contract with the Respondent, constitutes a failure on the part of the Respondent to comply with an applicable RRP Rule requirement of 40 C.F.R. § 745.85(a)(1) and a violation of 40 C.F.R. §745.87(a) and of Section 409 of TSCA, 15 U.S.C. § 2689.

**COUNT 4**  
**Work Practice Violation**  
**40 C.F.R. § 745.85(a)(2)**

*Failing to Isolate the Work Area so That No Dust or Debris  
Leaves the Work Area While the Renovation is Being Performed*

54. The allegations contained in paragraphs 1 through 53, above, of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
55. 40 C.F.R. § 745.85(a)(2) provides, in relevant and applicable part, that “[b]efore beginning the renovation, the firm must isolate the work area so that no dust or debris leaves the work area while the renovation is being performed. In addition, the firm must maintain the integrity of the containment by ensuring that any plastic or other impermeable materials are not torn or displaced, and taking any other steps necessary to ensure that no dust or debris leaves the work area while the renovation is being performed. The firm must also ensure that containment is installed in such a manner that it does not interfere with occupant and worker egress in an emergency.”
56. At the start, and during the course of, the April 2022 window replacement renovation activities contracted by Respondent and performed, pursuant to Subcontract, by Construction Guerrero LLC at the target housing single-family residence located at 4521 E. Seminary Avenue, Richmond, VA 23227, on-site workers failed to take those steps necessary to isolate or contain the work area or to otherwise ensure that no dust or debris left the work area while the renovation was being performed. Photographs and certified statements provided to EPA by the target housing homeowner reveal that the workers failed to seal off residential areas from potential lead exposure, did not 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 collect falling paint debris, as required by 40 C.F.R. § 745.85(a)(2)(ii)(C), did not use drop cloths or employ other protective measures, and failed to properly wipe down surfaces or to sweep or vacuum floors after the installation.
57. The work practice failures described in the preceding paragraph allowed lead-contaminated visible dust and paint chip debris to leave the work areas and to migrate to other areas inside and outside of the premises while the renovation was being performed

and constitute a failure on the part of the Respondent to comply with applicable RRP Rule requirements of 40 C.F.R. § 745.85(a)(2).

58. Respondent's failure to ensure that entire work area at the 4521 E. Seminary Avenue, Richmond, VA 23227 target housing was properly isolated by Construction Guerrero LLC workers before the April 2022 window replacement renovation activities conducted there began, constitutes a failure on the part of the Respondent to ensure that no dust or debris would leave the work area while the renovation was being performed and, therefore, a failure on the part of the Respondent to comply with an applicable RRP Rule requirement of 40 C.F.R. § 745.85(a)(2) and a violation of 40 C.F.R. §745.87(a) and of Section 409 of TSCA, 15 U.S.C. § 2689.

### **CIVIL PENALTY**

59. In settlement of EPA's claims for civil penalties for the violations alleged in this Consent Agreement, Respondent consents to the assessment of a civil penalty in the amount of **Sixty-Two Thousand Four Hundred and Thirty-Two Dollars (\$62,432.00)** which Respondent shall be liable to pay in accordance with the terms set forth below.
60. The civil penalty is based upon EPA's consideration of a number of factors, including the penalty criteria ("statutory factors") set forth in TSCA, Section 16(a), 15 U.S.C. § 2615(a) including, the following: the nature, circumstances, extent, and gravity of the violation or violations and, with respect to the violator, 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")*, which reflects the statutory penalty criteria and factors set forth at TSCA, Section 16(a)(2)(B), 15 U.S.C. § 2615(a)(2)(B), 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.
61. EPA has also reviewed and relied upon financial information submitted by the Respondent, including federal income tax schedules and internal balance sheets for the years 2020 and 2021. It is Complainant's conclusion that Respondent would experience undue hardship in paying the full amount of the agreed civil penalty identified and set forth above within thirty (30) days of the effective date of this CAFO and that a payment plan of the nature and duration set forth below is necessary, appropriate and consistent with applicable EPA policies and guidance. Therefore, pursuant to the provisions of this CAFO, Respondent will remit a total civil penalty (principal) of **Sixty-Two Thousand Four Hundred and Thirty-Two Dollars (\$62,432.00)** and interest (calculated at the rate of 3% per annum on the outstanding principal balance) in the amount of **Six Hundred Twenty-Four Dollars and Thirty-Two cents (\$624.32)**, in accordance with the installment payment schedule set forth in Table I, immediately below:

**Table I – Installment Payment Schedule**

<b>Installment Payment No.</b>	<b>Date Payment Due</b>	<b>Principal Amount</b>	<b>Interest</b>	<b>Installment Payment Amount Due</b>
1	<b>Within 30 Days of Effective Date of Consent Agreement</b>	\$21,018.78	\$0.00	\$21,018.78
2	<b>Within 90 Days of Effective Date of Consent Agreement</b>	\$20,706.61	\$312.16	\$21,018.77
3	<b>Within 180 Days of Effective Date of Consent Agreement</b>	\$20,706.61	\$312.16	\$21,018.77
Total:		<b>\$62,432.00</b>	<b>\$624.32</b>	<b>\$63,056.32</b>

62. If Respondent fails to make timely payment of any one of the required installment payments in accordance with the Table I installment payment schedule set forth in the preceding paragraph, 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.
63. Respondent may, at any time after commencement of payments under the installment payment schedule, elect to pay the entire principal balance, together with accrued interest to the date of such full payment.
64. 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 Respondent shall include reference to Respondent’s name and address, and the Docket Number of this action, *i.e.*, TSCA-03-2023-0121;
  - 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 979078  
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/makepayment>

- e. A copy of Respondent's check or other documentation of payment of the penalty using the method selected by Respondent for payment shall be sent simultaneously by email to:

A.J. D'Angelo  
Sr. Assistant Regional Counsel  
[dangelo.aj@epa.gov](mailto:dangelo.aj@epa.gov)

and

U.S. EPA Region III Regional Hearing Clerk  
[R3\\_Hearing\\_Clerk@epa.gov](mailto:R3_Hearing_Clerk@epa.gov).

65. 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 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.
66. Payment of the civil penalty is due and payable immediately upon receipt by Respondent of a true and correct copy of the fully executed and filed Consent Agreement and Final Order. Receipt by Respondent or Respondent's legal counsel of such copy of the fully executed Consent Agreement and Final Order, with a date stamp indicating the date on which the Consent Agreement and Final Order was filed with the Regional Hearing Clerk, shall constitute receipt of written initial notice that a debt is owed EPA by Respondent in accordance with 40 C.F.R. § 13.9(a).
67. INTEREST: In accordance with 40 C.F.R § 13.11(a)(1), interest on the civil penalty assessed in this Consent Agreement and Final Order will begin to accrue on the date Respondent is notified of its debt to the United States as established upon the ratification and filing of the fully executed Consent Agreement and Final Order with the Regional Hearing Clerk. 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).
68. 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). If payment is not received within 30 calendar days of the effective date of this Consent Agreement, EPA will also 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.

69. 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).
70. Respondent agrees not to deduct for federal tax purposes the civil penalty assessed in this Consent Agreement and Final Order.
71. The parties consent to service of the Final Order by e-mail at the following valid email addresses: [dangelo.aj@epa.gov](mailto:dangelo.aj@epa.gov) (for Complainant), and [tfeehan@rothjackson.com](mailto:tfeehan@rothjackson.com) (for Respondent).

### **GENERAL SETTLEMENT CONDITIONS**

72. By signing this Consent Agreement, Respondent acknowledges that this Consent Agreement and Final Order will be available to the public and represents that, to the best of Respondent's knowledge and belief, this Consent Agreement and Final Order does not contain any confidential business information or personally identifiable information from Respondent.
73. 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 Respondent to the EPA regarding matters relevant to this Consent Agreement and Final Order, 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. 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**

74. 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**

75. Nothing in this Consent Agreement and Final Order shall relieve 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 Consent Agreement and Final Order does not constitute a waiver, suspension or modification of the requirements of TSCA, or any regulations promulgated thereunder.

### **RESERVATION OF RIGHTS**

76. This Consent Agreement and Final Order resolves only EPA's claims for civil penalties for the specific violations alleged against Respondent in this Consent Agreement and Final Order. 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. 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 Consent Agreement and Final Order after its effective date.

### **EXECUTION /PARTIES BOUND**

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

### **EFFECTIVE DATE**

78. The effective date of this Consent Agreement and Final Order is the date on which the Final Order, signed by the Regional Administrator of EPA, Region III, or his/her designee, the Regional Judicial Officer, is filed along with the Consent Agreement with the Regional Hearing Clerk pursuant to the Consolidated Rules of Practice.

### **ENTIRE AGREEMENT**

79. This Consent Agreement and Final Order 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 Consent Agreement and Final Order.

*In the Matter of:*  
*Python Windows, Inc.*

*Consent Agreement*  
*Docket No. TSCA-03-2023-0121*

For Respondent Python Windows, Inc.

Date: 7/12/23

By: 

Matt Conley  
President  
Python Windows, Inc.

For the Complainant:

After reviewing the Consent Agreement and other pertinent matters, I, the undersigned Director of the Enforcement & 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.

By: \_\_\_\_\_  
[*Digital Signature and Date*]  
Karen Melvin, Director  
Enforcement & Compliance Assurance Division  
U.S. EPA – Region III  
Complainant

Attorney for Complainant:

By: \_\_\_\_\_  
[*Digital Signature and Date*]  
A.J. D'Angelo  
Sr. Assistant Regional Counsel  
U.S. EPA – Region III



**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION III  
Philadelphia, Pennsylvania 19103**

<b>In the Matter of:</b>	:	<b>U.S. EPA Docket No. TSCA-03-2023-0121</b>
	:	
<b>Python Windows, Inc. 9111 Midlothian Tpke Suite 400 Richmond, VA, 23235-5031</b>	:	<b>Proceeding under Sections 16(a) and 409 of the Toxic Substances Control Act, 15 U.S.C. §§ 2615 and 2689</b>
	:	
<b>Respondent.</b>	:	

**FINAL ORDER**

Complainant, the Director of the Enforcement & Compliance Assurance Division, U.S. Environmental Protection Agency, Region III (“EPA” or the “Agency”), and Respondent, Python 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 (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.

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 *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”)*, which reflects the statutory penalty criteria and factors set forth at TSCA, Section 16(a)(2)(B), 15 U.S.C. § 2615(a)(2)(B); 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.

**NOW, THEREFORE, PURSUANT TO** Section 16(a) of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. Section 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 **Sixty-Two Thousand Four Hundred and Thirty-Two Dollars (\$62,432.00)** in accordance with the payment provisions set forth in the Consent Agreement and in 40 C.F.R. § 22.31(c) 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.

By: \_\_\_\_\_  
[*Digital Signature and Date*]  
Joseph J. Lisa  
Regional Judicial and Presiding Officer  
U.S. EPA Region III

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION III  
Philadelphia, Pennsylvania 19103

In the Matter of:

:  
: U.S. EPA Docket No. TSCA-03-2023-0121

Python Windows, Inc.  
9111 Midlothian Tpke  
Suite 400  
Richmond, VA, 23235-5031

:  
: Proceeding under Sections 16(a) and 409 of  
: the Toxic Substances Control Act, 15 U.S.C.  
: §§ 2615 and 2689

Respondent.

:  
:

**CERTIFICATE OF SERVICE**

I certify that the foregoing *Consent Agreement and Final Order* were filed with the EPA Region III Regional Hearing Clerk on the date that has been electronically stamped on the *Consent Agreement and Final Order*. I further certify that on the date set forth below, I caused true and correct copies of the same to be served electronically, via email, upon each of the following persons at the email addresses specified below:

Timothy S. Feehan, Esq.  
Roth, Jackson, Gibbons, Condlin, PLC  
1519 Summit Avenue, Suite 102  
Richmond, Virginia 23230  
Email: [tfeehan@rothjackson.com](mailto:tfeehan@rothjackson.com)  
**Counsel for Respondent**

and

A.J. D'Angelo, Esq.  
Sr. Assistant Regional Counsel (3RC30)  
U.S. EPA, Region III  
Email: [dangelo.aj@epa.gov](mailto:dangelo.aj@epa.gov)  
**Counsel for Complainant**

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[Digitally Signed and Dated]  
Regional Hearing Clerk (3RC00)  
U.S. Environmental Protection Agency, Region III