



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

In Reply Refer To Mail Code: 3RC50

MAY 14 2015

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

Justin Savage  
Hogan Lovells US LLP  
Columbia Square  
555 Thirteenth Street, NW  
Washington, DC 20004

Re: Consent Agreement and Final Order  
EPA Docket No.: TSCA-03-2015-0094

RECEIVED  
2015 MAY 14 AM 10:33  
REGIONAL HEARING CLERK  
EPA REGION III PHILA. PA

Dear Mr. Savage:

Enclosed is a copy of the CONSENT AGREEMENT AND FINAL ORDER filed today with the Regional Hearing Clerk settling the matter referenced above, with respect to your client Blue Door Painters, Inc. For your file, I am also enclosing a copy of the supporting memorandum from Environmental Protection Agency management to the Regional Judicial Officer. Should you have any questions or concerns, please feel free to contact me at (215) 814-2066.

Sincerely,

Jennifer M. Abramson  
Senior Assistant Regional Counsel

Enclosures

cc: Demian Ellis, EPA

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

In the Matter of: )  
 )  
Blue Door Painters, Inc. ) DOCKET NO.: TSCA-03-2015-0094  
4500 Old Dominion Drive )  
Arlington, VA 22207 ) Proceeding Under Section 16(a) of the  
 ) Toxic Substances Control Act, 15 U.S.C.  
 ) Section 2615(a)  
Respondent. )

2015 MAY 14 AM 10:33  
RECEIVED  
REGIONAL HEARING CLERK  
EPA REGION III PHILADELPHIA, PA

---

CONSENT AGREEMENT

---

Preliminary Statement

This Consent Agreement is entered into by the Director for the Land and Chemicals Division, U.S. Environmental Protection Agency, Region III (“Complainant”) and Blue Door Painters, Inc. (“Respondent”) pursuant to Sections 16(a) and 409 of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. §§ 2615(a) and 2689, and the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation, Termination or Suspension of Permits* (“Consolidated Rules of Practice”), 40 C.F.R. Part 22 (with specific reference to 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3)). This Consent Agreement and the attached Final Order (hereinafter jointly referred to as the “CAFO”) resolve Complainant's civil penalty claims against Respondent under TSCA arising from the alleged violations of the Residential Property Renovation regulations promulgated at 40 C.F.R. 745, Subpart E alleged herein.

General Provisions

1. For purposes of this proceeding only, Respondent admits the jurisdictional allegations set forth in this CAFO.
2. Except as provided in paragraph 1, above, Respondent neither admits nor denies the specific factual allegations and conclusions of law set forth in this CAFO. Respondent further states that it is settling solely to avoid the cost and uncertainty of litigation.
3. Respondent agrees not to contest the jurisdiction of the EPA with respect to the execution of this Consent Agreement, the issuance of the attached Final Order, or the enforcement of the CAFO.
4. For the purposes of this proceeding only, Respondent hereby expressly waives any right to contest any issue of law or fact set forth in this Consent Agreement and any right to appeal the accompanying Final Order.
5. Respondent consents to the issuance of this CAFO and agrees to comply with its terms.
6. Respondent shall bear its own costs and attorney's fees.

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

Findings of Fact and Conclusions of Law

8. In accordance with 40 C.F.R. §§ 22.13(b) and .18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant alleges and adopts the Findings of Fact and Conclusions of Law set forth below.

9. Pursuant to 40 C.F.R. § 745.83, the term “firm” means “a company, partnership, corporation, sole proprietorship or individual doing business, association or other business entity; a Federal, State, Tribal or local government agency; or a nonprofit organization.”

10. Pursuant to 40 C.F.R. § 745.83, the term “renovation” means “the modification of any existing structure, or portion thereof that results in the disturbance of painted surfaces, unless that activity is performed as part of an abatement as defined by 40 C.F.R. § 745.223.”

11. Pursuant to Section 401(17) of TSCA, 15 U.S.C. § 2681(17), the term “target housing” means “any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.”

12. Respondent, at all times relevant to the violations alleged in this Consent Agreement, was a “firm” who performed “renovation[s],” as those terms are defined at 40 C.F.R. § 745.83, at the following properties (“Renovation Properties”):

- a. 4223 38<sup>th</sup> Street, NW, Washington, DC;
- a. 619 S. Quincy Street, Arlington, Virginia;
- b. 4702 Old Forge Court, Fairfax, Virginia;
- c. 1706 N. Taylor Street, Arlington, Virginia;
- d. 6732 Melrose Drive, Mclean, Virginia;
- e. 1319 Ozkan Street, Mclean, Virginia;
- f. 130 S. Virginia Avenue, Falls Church, Virginia; and
- g. 5405 Carolina Place, NW, Washington, DC.

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

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

15. On November 7, 2012, duly designated representatives of the EPA Administrator conducted a records inspection at Respondent’s office located at 4500 Old Dominion Drive in Arlington, Virginia to determine Respondent’s level of compliance with the Residential Property Renovation regulations promulgated at 40 C.F.R. 745, Subpart E.

Alleged Violations

**Count 1- Alleged Failure to Contain Work Area**

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

17. Pursuant to 40 C.F.R. § 745.85(a)(2)(ii)(C), firms are required to cover the ground with plastic sheeting or other disposable impermeable material extending a sufficient distance to collect falling paint debris prior to beginning the renovation.

18. Respondent did not cover the ground with plastic sheeting or other disposable impermeable material extending a sufficient distance to collect falling paint debris for the renovation it performed at 4223 38<sup>th</sup> Street, NW, in Washington, DC in September 2012.

19. Respondent's acts or omissions described in paragraph 18 immediately above constitute a violation of 40 C.F.R. § 745.85(a)(2)(ii)(C) and Sections 16 and 409 of TSCA, 15 U.S.C. §§ 2615 and 2689.

**Count 2- Alleged Failure to Clean Work Area**

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

21. Pursuant to 40 C.F.R. § 745.85(a)(5), firms are required to clean the work area until no dust, debris or residue remains after the renovation has been completed.

22. Respondent did not clean the work area such that no dust, debris or residue remained after completing the renovation it performed at 4223 38<sup>th</sup> Street, NW, in Washington, DC in September 2012.

23. Respondent's acts or omissions described in paragraph 22 immediately above constitute a violation of 40 C.F.R. § 745.85(a)(5) and Sections 16 and 409 of TSCA, 15 U.S.C. §§ 2615 and 2689.

**Counts 3-5 – Alleged Failure to Ensure a Certified Renovator is Assigned**

24. The allegations contained in paragraphs 1 through 23 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.

25. Pursuant to 40 C.F.R. § 745.89(d)(2), firms are required to ensure that a certified renovator is assigned to each renovation performed by the firm and discharges all of the certified renovator responsibilities identified in § 745.90.

26. Respondent did not ensure that a certified renovator was assigned to the renovations it performed at the following properties and dates:

- a. 619 S. Quincy Street, Arlington, Virginia on or about April 17, 2012;
- b. 4702 Old Forge Court, Fairfax, Virginia on or about October 20, 2011; and
- c. 1706 N. Taylor Street, Arlington, Virginia on or about June 21, 2012.

27. Respondent's acts or omissions described in paragraph 26 immediately above constitute three (3) violations of 40 C.F.R. § 745.89(d)(2) and Sections 16 and 409 of TSCA, 15 U.S.C. §§ 2615 and 2689.

**Count 6 – Alleged Failure to Obtain Acknowledgment of Receipt of Lead Hazard Pamphlet**

28. The allegations contained in paragraphs 1 through 27 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.

29. Pursuant to 40 C.F.R. §§ 745.84(a)(1)(i) and .84(d)(1), firms are required to obtain from owners a written acknowledgement of receipt of EPA's *Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools* pamphlet prior to beginning renovation activities, which includes: the owner or occupant's name, a statement acknowledging receipt of the pamphlet prior to the start of the renovation, the address of the unit undergoing renovation, the signature of the owner or occupant, and the date of the signature.

30. The written acknowledgement of receipt obtained from the owner on or about June 16, 2010 in connection with the renovation Respondent performed at 6732 Melrose Drive in Mclean, Virginia did not include all the required information.

31. Respondent's acts or omissions described in paragraph 30 immediately above constitute a violation of §§ 745.84(a)(1)(i) and .84(d)(1) and Sections 16 and 409 of TSCA, 15 U.S.C. §§ 2615 and 2689.

**Counts 7 -10 –Alleged Failure to Retain Records Demonstrating Compliance with Work Practices**

32. The allegations contained in paragraphs 1 through 31 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.

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

34. Section 40 C.F.R. §745.86(b) specifies the types of records required to be retained pursuant to 40 C.F.R. § 745.86(a) and includes, but is not limited to, records documenting compliance with the work practice standards of 40 C.F.R. § 745.85(a) and post renovation cleaning verification requirements of 40 C.F.R. § 745.85(b). 40 C.F.R. §745.86(b)(6).

35. At the time of the November 7, 2012 inspection, Respondent had not retained records documenting compliance with 40 C.F.R. § 745.85(a) and (b) as required by 40 C.F.R. §745.86(b)(6) for the renovations it performed at the following properties:

- a. 6732 Melrose Drive, Mclean, Virginia;
- b. 1319 Ozkan Street, Mclean, Virginia;
- c. 130 S. Virginia Avenue, Falls Church, Virginia; and
- d. 5405 Carolina Place, NW, Washington, DC.

36. Respondent's acts or omissions described in paragraph 35 immediately above constitute four (4) violations of 40 C.F.R. § 745.86(b) and Sections 16 and 409 of TSCA, 15 U.S.C. §§ 2615 and 2689.

#### Civil Penalty

37. In settlement of EPA's claims for civil penalties assessable for the violations alleged in this CAFO, Respondent consents to the assessment of a civil penalty in the amount of eighteen thousand dollars (\$18,000), which Respondent shall be liable to pay in accordance with paragraph 38, below. EPA represents that the settlement terms are based upon EPA's consideration of a number of factors, including the penalty criteria set forth in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), *i.e.*, the nature, circumstances, extent and gravity of the violations, and with respect to Respondent's ability to pay, effect on ability to continue to do business, any history of prior such violations, the degree of culpability, and such other matters as justice may require. These factors were applied to the particular facts and circumstances of this case with specific reference to EPA's August 2010 *Consolidated Enforcement Response and Penalty Policy for the Pre-Renovation Education Rule; Renovation, Repair and Painting Rule; and Lead-Based Paint Activities Rule* ("LBP Consolidated ERPP"), revised April 2013.

38. Pursuant to this Consent Agreement, the Respondent's eighteen thousand dollar (\$18,000) civil penalty shall become due and payable immediately upon Respondent's receipt of a true and correct copy of the CAFO; however, Respondent may pay such civil penalty amount, and an interest assessment of one percent (1%) per annum on the outstanding principal, in three (3) installment payments, in the following amounts and according to the following schedule:

<b>Payment</b>	<b>Payment Amount Due</b>	<b>Principal</b>	<b>Interest</b>	<b>Total Amount</b>
<b>1</b>	30 days after CAFO is mailed or hand-delivered to the Respondent	\$6,000.00	\$0.00	\$6000.00
<b>2</b>	Six (6) months after the CAFO is mailed or hand-delivered to the Respondent	\$6,000.00	\$60.00	\$6,060.00
<b>3</b>	Twelve (12) months after the CAFO is mailed or hand-delivered to the Respondent	\$6,000.00	\$30.00	\$6,030.00
<b>Total:</b>		<b>\$18,000.00</b>	<b>\$90.00</b>	<b>\$18,090.00</b>

39. Notwithstanding Respondent's agreement to pay the civil penalty in accordance with the installment payment provisions of paragraph 38, immediately above, Respondent may pay the entire eighteen thousand dollar (\$18,000) civil penalty within **thirty (30) calendar days** after the date on which a copy of this CAFO is mailed or hand-delivered to Respondent and, thereby, avoid the incurrence and payment of interest pursuant to 40 C.F.R. § 13.11(a)(1), as described in paragraphs 42 and 43, below.

40. If Respondent elects to pay the civil penalty in accordance with the installment payment procedure described in paragraph 38, above, but fails to make any installment payment in

accordance with the requirements and schedule set forth in paragraph 38, the entire unpaid balance of the penalty and all accrued interest shall become due immediately upon such failure, and Respondent immediately shall 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 administrative handling charges and late payment penalty charges as described in paragraphs 44 and 45 below, in the event of any such failure or default.

41. Payment of the civil penalty amount required under the terms of paragraph 37 above, or each installment payment pursuant to paragraph 38 above, thereof, shall be made as follows:

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

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

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

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

c. All payments made by check in any currency drawn on banks with no USA branches shall be addressed for delivery to:

Cincinnati Finance  
US EPA, MS-NWD  
26 W. M.L. King Drive  
Cincinnati, OH 45268-0001

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

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

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

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

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

Contact: John Schmid  
202-874-7026

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

- g. Additional payment guidance is available at:

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

Each payment shall also reference the above case caption and docket number (Docket No.: TSCA-03-2015-0094). At the same time that any payment is made, Respondent shall mail copies of any corresponding check, or provide written notification confirming any electronic wire transfer, automated clearinghouse or online payment to the following addressees:

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

Jennifer M. Abramson (3RC50)  
Senior Asst. Regional Counsel  
U.S. EPA, Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029

42. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, EPA is entitled to assess interest and late payment penalties on outstanding debts owed to the United States and a charge to cover the costs of processing and handling a delinquent claim, as more fully described below. Accordingly, Respondent’s failure to make timely payment or to comply with the conditions in this Consent Agreement and the attached Final Order shall result in the assessment of late payment charges including interest, penalties, and/or administrative costs of handling delinquent debts.

43. Interest on the civil penalty assessed in this CAFO will begin to accrue on the date that a copy of this CAFO is mailed or hand-delivered to Respondent. However, EPA will not seek to recover interest on any amount of the civil penalty that is paid within thirty (30) calendar days after the date on which such interest begins to accrue. Interest will be assessed at the rate of the United States Treasury tax and loan account rate in accordance with 40 C.F.R. § 13.11(a).

44. The costs of the EPA’s administrative handling of overdue debts will be charged and assessed monthly throughout the period the debt is overdue. 40 C.F.R. § 13.11(b). Pursuant to Appendix 2 of EPA’s *Resources Management Directives - Cash Management*, Chapter 9, EPA will assess a \$15.00 administrative handling charge for administrative costs on unpaid penalties for the first thirty (30) day period after the payment is due and an additional \$15.00 for each subsequent thirty (30) days the penalty remains unpaid.



45. A late penalty payment of six percent (6%) per year will be assessed monthly on any portion of the civil penalty which remains delinquent more than ninety (90) calendar days. 40 C.F.R. § 13.11(c). Should assessment of the penalty charge on the debt be required, it shall accrue from the first day payment is delinquent. 31 C.F.R. § 901.9(d).

Certification

46. Respondent certifies that it is currently in compliance with all applicable requirements of the Residential Property Renovation regulations promulgated at 40 C.F.R. 745, Subpart E.

Other Applicable Laws

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

Reservation of Rights

48. This CAFO resolves only EPA's civil claims for penalties for the specific violations of TSCA alleged in this Consent Agreement. EPA reserves the right to commence action against any person, including Respondent, in response to any condition which EPA determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment. In addition, this settlement is subject to all limitations on the scope of resolution and to the reservation of rights set forth in Section 22.18(c) of *the Consolidated Rules of Practice*. Further, EPA reserves any rights and remedies available to it under TSCA, the regulations promulgated thereunder, and any other Federal laws or regulations for which EPA has jurisdiction, to enforce the provisions of this CAFO, following its filing with the Regional Hearing Clerk.

Full and Final Satisfaction

49. This settlement shall constitute full and final satisfaction of all claims for civil penalties which Complainant may have under Sections 16(a) and 409 of the Toxic Substances Control Act ("TSCA"), 15 U.S.C. §§ 2615(a) and 2689, for the specific violations alleged in this CAFO. Compliance with this CAFO shall not be a defense to any action commenced at any time for any other violation of the Federal laws and regulations administered by EPA.

Parties Bound

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

Effective Date

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

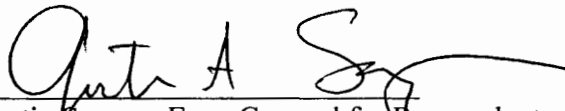
Entire Agreement

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

For Respondent:

4.6.15

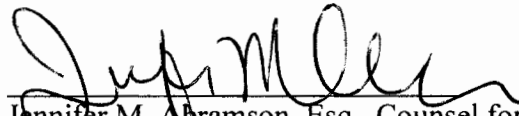
Date

  
Justin Savage, Esq., Counsel for Respondent  
Hogan Lovells US LLP

For Complainant:

4/16/15

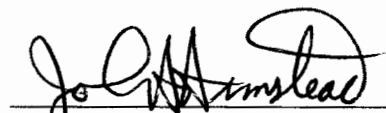
Date

  
Jennifer M. Abramson, Esq., Counsel for Complainant  
U.S. EPA, Region III

After reviewing the foregoing Consent Agreement and other pertinent information, the Land and Chemicals Division, EPA Region III, recommends that the Regional Administrator or the Regional Judicial Officer issue the Final Order attached hereto.

4.16.15

Date

  
John A. Armstead, Director  
Land and Chemicals Division  
U.S. EPA, Region III

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

In the Matter of: )  
)  
Blue Door Painters, Inc. )  
4500 Old Dominion Drive )  
Arlington, VA 22207 )  
Respondent. )

DOCKET NO.: TSCA-03-2015-0094  
Proceeding Under Section 16(a) of the  
Toxic Substances Control Act, 15 U.S.C.  
Section 2615(a)

---

FINAL ORDER

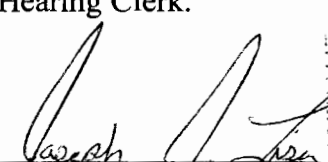
---

The Complainant, the Director for the Land and Chemicals Division, U.S. Environmental Protection Agency, Region III, and Respondent, Blue Door Painters, 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 40 C.F.R. §§ 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 set forth fully herein.

**WHEREFORE**, pursuant to the authority of Section 16 of the Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2615, for violations of the Residential Property Renovation regulations promulgated at 40 C.F.R. 745, Subpart E, and having determined, based on the representations of the parties to the attached Consent Agreement, that the civil penalty agreed to therein was based upon consideration of the factors set forth in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), **IT IS HEREBY ORDERED** that Respondent pay a civil penalty of eighteen thousand dollars (\$18,000) in accordance with the payment provisions set forth in the attached Consent Agreement.

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

Date: May 13, 2015

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

REGIONAL HEARING CLERK  
EPA REGION III, PHIL.A. PA

2015 MAY 14 AM 10:34

RECEIVED

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

In the Matter of:	)	DOCKET NO.: TSCA-03-2015-0094
	)	
Blue Door Painters, Inc.	)	Proceeding Under Section 16(a) of the
4500 Old Dominion Drive	)	Toxic Substances Control Act, 15 U.S.C.
Arlington, VA 22207	)	Section 2615(a)
	)	
Respondent.	)	

CERTIFICATE OF SERVICE

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

**Original and one copy by hand-delivery:**

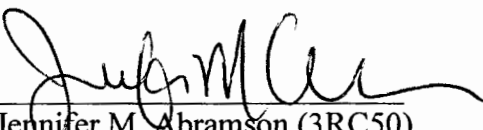
Lydia Guy, Regional Hearing Clerk

**Copy by Certified Mail**

Justin Savage  
Hogan Lovells US LLP  
Columbia Square  
555 Thirteenth Street, NW  
Washington, DC 20004

**MAY 14 2015**

Date

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

REGIONAL HEARING CLERK  
EPA REGION III PHILA. PA

2015 MAY 14 AM 10:34

RECEIVED


*Printed on 100% recycled/recyclable paper with 100% post-consumer fiber and process chlorine free.  
Customer Service Hotline: 1-800-438-2474*

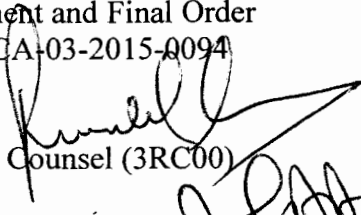


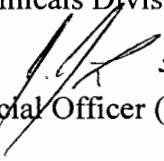
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION III  
1650 Arch Street  
Philadelphia, Pennsylvania 19103-2029

MEMORANDUM

SUBJECT: Consent Agreement and Final Order  
Docket No.: TSCA-03-2015-0094

FROM:  Mary B. Coe  
Acting Regional Counsel (3RC00)

 John A. Armstead, Director  
Land and Chemicals Division (3LC00)

TO:  Joseph J. Lisa  
Regional Judicial Officer (3RC00)

REGIONAL HEADING OFFICE  
EPA REGION III PHILADELPHIA, PA

2015 MAY 14 AM 10:34

RECEIVED

The attached Consent Agreement and Final Order (“CAFO”) have been negotiated with Blue Door Painters, Inc. (“Respondent”) in settlement of actionable Toxic Substances Control Act (“TSCA”) violations. The compliance issues addressed in the CAFO involve the failure to comply with requirements of the Residential Property Renovation regulations at 40 C.F.R. Part 745, Subpart E in connection with a renovation for compensation at pre-1978 housing, which subject Respondent to civil penalties under Sections 16(a) and 409 of TSCA, 15 U.S.C. §§ 2615(a) and 2689.

The litigation team calculated a civil penalty of eighteen thousand dollars (\$18,000) in accordance with the statutory factors set forth in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), *i.e.*, the nature, circumstances, extent and gravity of the violations and, with respect to 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, and with 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*, revised April 2013.

We recommend that you sign the attached Final Order assessing eighteen thousand dollars (\$18,000) in civil penalties against Respondent. After you execute the Final Order, please return the documents to Jennifer M. Abramson of Office of Regional Counsel for further processing.

Attachments

cc: Justin Savage  
Hogan Lovells US LLP