

FILED

Apr 29, 2026

10:46 am

**U.S. EPA REGION 3
HEARING CLERK**

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 3
Philadelphia, Pennsylvania 19103**

In the Matter of: :

Advanced Disaster Recovery Inc. : **U.S. EPA Docket No. TSCA-03-2026-0028**

2713 NY-17M : :

New Hampton, New York 10958 : **Proceeding under Sections 16(a) and 409 of the**

Respondent. : **Toxic Substances Control Act, 15 U.S.C.**

: **§§ 2615(a) and 2689**

:

:

:

:

:

:

:

:

CONSENT AGREEMENT

PRELIMINARY STATEMENT

1. This Consent Agreement is entered into by the Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency, Region 3 (“Complainant”) and Advanced Disaster Recovery Inc. (“ADRI” which is the parent company of Service First Restoration & Remodeling Holdings, LLC (“Service 1st Holdings”), which purchased certain assets and assumed certain liabilities of Service First Restoration & Remodeling, LLC, a Pennsylvania limited liability company (“Service 1st”) (ADRI, Service 1st Holdings and Service 1st are individually or collectively referred to herein as the context requires as “Respondent”) (collectively, the “Parties”), pursuant to Sections 16 and 409 of the Toxic Substances Control Act (“TSCA” or the “Act”), 15 U.S.C. §§ 2615 and 2689, and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation, Termination or Suspension of Permits (“Consolidated Rules of Practice”), 40 C.F.R. Part 22. Sections 16 and 409 of TSCA authorize the Administrator of the U.S. Environmental Protection Agency to assess penalties and undertake other actions required by this Consent Agreement. The Administrator has delegated this authority to the Regional Administrator who, in turn, has delegated 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. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant hereby simultaneously commences and resolves this administrative proceeding.

JURISDICTION

3. The U.S. Environmental Protection Agency (“EPA”) has jurisdiction over the above-captioned matter, as described in Paragraph 1, above, pursuant to Sections 16 and 409 of the TSCA, 15 U.S.C. §§ 2615 and 2689.
4. The Consolidated Rules of Practice govern this administrative adjudicatory proceeding pursuant to 40 C.F.R. § 22.1(a)(5).

GENERAL PROVISIONS

5. For purposes of this proceeding only, Respondent admits the jurisdictional allegations set forth in this Consent Agreement and Final Order.
6. Except as provided in Paragraph 5 above, Respondent neither admits nor denies the specific factual allegations set forth in this Consent Agreement.
7. 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 this Consent Agreement and Final Order.
8. 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.
9. Respondent consents to the assessment of the civil penalty stated herein, to the issuance of any specified compliance order herein, and to any conditions specified herein.
10. Respondent shall bear its own costs and attorney’s fees in connection with this proceeding.
11. By signing this Consent Agreement, Respondent waives any rights or defenses that Respondent has or may have for this matter to be resolved in federal court, including

but not limited to any right to a jury trial, and waives any right to challenge the lawfulness of the Final Order accompanying the Consent Agreement.

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. Respondent is a “person” within the meaning of Section 409 of TSCA, 15 U.S.C. § 2689, and is subject to the assessment of civil penalties for the violations alleged herein.
14. ADRI is incorporated in the State of Delaware with the principal business address located at 2713 NY-17M, New Hampton, New York 10958.
15. Respondent is the owner and operator of a renovation and remodeling business that performs regulated renovation, repair, and painting activities on residential and commercial properties. Respondent provides residential and commercial mitigation, restoration, and remodeling services, including property repair, renovation, and lead-safe remediation work.

Statutory And Regulatory Background

16. TSCA, 15 U.S.C. §§ 2601 *et seq.*, establishes a comprehensive program to regulate the manufacture, distribution, and use of chemical substances to protect human health and the environment. Title IV of TSCA, 15 U.S.C. §§ 2681–2692, governs the identification, control, and mitigation of lead-based paint hazards in target housing and child-occupied facilities.
17. Section 402(c)(3) of TSCA, 15 U.S.C. § 2682(c)(3), authorizes the Administrator of EPA to establish regulations governing renovation, repair, and painting activities that disturb lead-based paint in housing and facilities where children may be present.
18. Pursuant to this authority, EPA promulgated the Renovation, Repair, and Painting (“RRP”) Rule, codified at 40 C.F.R. Part 745, Subpart E, which establishes requirements for firms and individuals conducting covered renovations, including:
 - a. Firm certification and training for renovators, supervisors, and workers.
 - b. Implementation of lead-safe work practices during regulated renovation activities.
 - c. Pre-renovation education requirements, including providing occupants with the EPA-approved lead hazard information pamphlet.

d. Recordkeeping obligations requiring firms to maintain documentation demonstrating compliance.

- 19. The term “target housing” is defined at 15 U.S.C. § 2681(17) as any housing constructed before 1978, except housing for the elderly or persons with disabilities (unless children under age six reside or are expected to reside in such housing) and zero-bedroom dwellings.
- 20. The term “firm” is defined at 40 C.F.R. § 745.83 as any company, partnership, corporation, association, other business entity, government entity or nonprofit organization.
- 21. Respondent is a “firm” as defined in 40 C.F.R. § 745.83 and has maintained EPA Firm Certification No. NAT-123435-1 since December 22, 2015, authorizing it to perform regulated renovation, repair, and painting activities under the RRP Rule.
- 22. At all times relevant to this Consent Agreement, Respondent operated as a renovation firm engaged in regulated renovation activities at properties constructed prior to 1978, which include (collectively, the “Subject Properties”):

Property Address	Year Constructed*	Contract Date**
7036 Linglestown Rd., Harrisburg, PA 17112	1955	06/02/2022
2 Riverview Dr., Middletown, PA 17057	1964	04/18/2023
2344 Thornton Rd., Harrisburg, PA 17104	1961	05/23/2023
755 Manor Rd., Camp Hill, PA 17011	1957	06/09/2023
214 Lincoln St., Harrisburg, PA 17113	1910	09/13/2021

* Source – Realtor.com

** Renovations occur 1-3 months following contract entry date

EPA Investigation

- 23. On February 11, 2023, a complaint was received and processed through the EPA Region 3 Enforcement and Compliance Assurance Division, after the discovery of a child with an elevated blood lead level residing at 214 Lincoln Street, Harrisburg, Pennsylvania (“214 Lincoln Street”).
- 24. On August 2, 2023, EPA Region 3 inspectors conducted an on-site compliance inspection at Respondent’s Harrisburg office, located at 330 East Park Drive, Harrisburg, Pennsylvania, to determine compliance with applicable federal regulations, including RRP Rule requirements (the “Inspection”).

25. During the Inspection, EPA inspectors requested documents and records related to multiple renovation projects conducted at properties constructed prior to 1978, including the Subject Properties. Respondent provided documentation of such activities during the inspection and submitted additional records requested by EPA shortly thereafter.
26. On November 19, 2024, the EPA issued to Respondent a Notice to Show Cause, which described the violations alleged herein.

Count I

Failure to Provide Required Pre-Renovation Education to Occupants

27. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
28. 40 C.F.R. § 745.84(a)(1) requires that, prior to beginning any renovation activity in target housing or child-occupied facilities, renovation firms must provide the owner and occupants with an EPA-approved lead hazard information pamphlet, “Renovate Right: Important Lead Hazard Information for Families, Child Care Providers, and Schools” (“Renovate Right pamphlet”), explaining the hazards of lead exposure and outlining safe renovation practices.
29. Between January and April of 2022, Respondent performed regulated renovation work at 214 Lincoln Street.
30. Based on documentation collected by the EPA during and following the Inspection, prior to the renovations conducted at 214 Lincoln Street, Respondent failed to provide the occupants of 214 Lincoln Street with the required EPA-approved Renovate Right pamphlet.
31. Respondent’s failure to provide the occupants of 214 Lincoln Street with the required Renovate Right pamphlet prior to commencing the renovation at the property was a violation of 40 C.F.R. § 745.84(a)(1).
32. By failing to comply with 40 C.F.R. § 745.84(a)(1), Respondent violated Section 409 of TSCA, 15 U.S.C. § 2689, and is subject to civil penalties pursuant to Section 16 of TSCA, 15 U.S.C. § 2615.

Counts II-VI

Failure to Retain and Produce Required RRP Records

33. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
34. 40 C.F.R. § 745.86(b) requires firms engaged in RRP to retain and make available to EPA all records demonstrating compliance with the RRP Rule, including certified renovator assignments, lead test results, pre-renovation education documentation, and work practice verifications, for a minimum of three (3) years after project completion.
35. During the three (3) years preceding the Inspection date of August 2, 2023, Respondent performed regulated renovation work at the Subject Properties.
36. Based on documentation collected by the EPA during and following the Inspection, Respondent failed to retain and produce records demonstrating compliance with the RRP Rule for the Subject Properties for at least three (3) years from the date of the Inspection.
37. Respondent's failure to retain and produce required RRP compliance documentation for renovation activities conducted at the Subject Properties is a violation of 40 C.F.R. § 745.86(b).
38. By failing to comply with 40 C.F.R. § 745.86(b), Respondent violated Section 409 of TSCA, 15 U.S.C. § 2689, and is subject to civil penalties under Section 16 of TSCA, 15 U.S.C. § 2615.

CIVIL PENALTY

39. In settlement of the 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 seventeen thousand two hundred and twenty-five dollars (\$17,225), which Respondent shall be liable to pay in accordance with the terms set forth below.
40. In determining the amount of the civil penalty to be assessed, EPA has taken into account the factors specified in Section 16 of TSCA, 15 U.S.C. § 2615. These factors include, among others, the nature, circumstances, extent, and gravity of the violations, as well as Respondent's degree of culpability, history of prior violations, ability to pay, and the effect of the penalty on Respondent's ability to continue in business. After considering these factors, EPA has determined that an appropriate penalty to settle this action is \$17,225.
41. ADRI agrees to pay the civil penalty in the amount of \$17,225 ("Assessed Penalty") within thirty (30) days of the effective date ("Effective Date") of this Consent Agreement and Final Order.

42. ADRI shall pay the Assessed Penalty and any interest, fees, and other charges due using one of the electronic payment options provided on the EPA website: <https://www.epa.gov/financial/makepayment>. For additional instructions relating to electronic payment options, see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>. ADRI acknowledges that EPA has provided adequate notification that, prior to the Effective Date, in accordance with Executive Order 14247: Modernizing Payments To and From America’s Bank Account, EPA ceased accepting paper checks as a form of payment of civil penalties and EPA only accepts specific electronic methods of payments as provided on the above website.
43. When making a payment, ADRI shall:
- a. Identify every payment with ADRI’s name and the docket number of this Consent Agreement, TSCA-03-2026-0028,
 - b. Concurrently with any payment or within 24 hours of any payment, ADRI shall serve Proof of Payment simultaneously by email to the following person(s):

John Rutherford
Assistant Regional Counsel
Rutherford.john@epa.gov,

U.S. Environmental Protection Agency
Cincinnati Finance Center
CINWD_AcctsReceivable@epa.gov,

and

U.S. EPA Region 3 Regional Hearing Clerk
R3_Hearing_Clerk@epa.gov.

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

44. 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 ADRI fails to timely pay any portion of the Assessed Penalty per this Consent Agreement, the entire unpaid balance of the Assessed Penalty and all accrued interest shall become immediately due and owing, and the 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 ADRI adequate incentive for timely payment.
 - b. Handling Charges. ADRI will be assessed monthly a charge to cover the EPA's costs of processing and handling overdue debts. If ADRI fails to pay the Assessed Penalty in accordance with this Consent Agreement, the 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, and other charges, that remain delinquent more than ninety (90) days.
45. Late Penalty Actions. In addition to the amounts described in the prior Paragraph, if ADRI fails to timely pay any portion of the Assessed Penalty, interest, or other charges and penalties per this Consent Agreement, the EPA may take additional actions. Such actions may 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, 40 C.F.R. Part 13, Subparts C and H.
 - c. Suspend or revoke ADRI's licenses or other privileges, or suspend or disqualify ADRI from doing business with the EPA or engaging in programs the EPA sponsors or funds, 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.

46. 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.
47. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this Consent Agreement shall not be deductible for purposes of federal taxes.
48. Payment of the civil penalty is due and payable immediately upon receipt by ADRI of a true and correct copy of the fully executed and filed Consent Agreement and Final Order. Receipt by ADRI or ADRI'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 the EPA by ADRI in accordance with 40 C.F.R. § 13.9(a).
49. The Parties consent to service of the Final Order by email at the following valid email addresses: Rutherford.john@epa.gov (for Complainant), and sgroff@nixonpeabody.com (for ADRI).

GENERAL SETTLEMENT CONDITIONS

50. By signing this Consent Agreement, ADRI acknowledges that this Consent Agreement and Final Order will be available to the public and represents that, to the best of ADRI's knowledge and belief, this Consent Agreement and Final Order does not contain any confidential business information or personally identifiable information from ADRI.
51. ADRI certifies that any information or representation it has supplied or made to the 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. The EPA shall have the right to institute further actions to recover appropriate relief if the EPA obtains evidence that any information provided and/or representations made by ADRI to the EPA regarding matters relevant to this Consent Agreement and Final Order, including information about ADRI'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 the EPA may have, civil or criminal, under law or equity in such event. ADRI 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

52. ADRI certifies to the 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

53. Nothing in this Consent Agreement and Final Order shall relieve ADRI of its obligation to comply with all applicable federal, state, and local laws and regulations, nor shall it restrict the 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

54. This Consent Agreement and Final Order resolves only the EPA's claims for civil penalties for the specific violations alleged against ADRI in this Consent Agreement and Final Order. The EPA reserves the right to commence action against any person, including ADRI, in response to any condition which the 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). The 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

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

EFFECTIVE DATE

56. The Effective Date of this Consent Agreement and Final Order is the date on which the Final Order, signed by the Regional Administrator of the EPA, Region 3, or the Regional Administrator's 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

57. 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.

For Respondent:

Advanced Disaster Recovery Inc.

Date: 2/13/2026

By: 
Gregory Boatwright
Chief Executive Officer

For the Complainant:

After reviewing the Consent Agreement and other pertinent matters, I, the undersigned Acting Director of the Enforcement & Compliance Assurance Division of the United States Environmental Protection Agency, Region 3, agree to the terms and conditions of this Consent Agreement and recommend that the Regional Administrator, or the Regional Administrator's designee, the Regional Judicial Officer, issue the attached Final Order.

By: _____
[Digital Signature and Date]
Andrea Bain, Acting Director
Enforcement & Compliance Assurance Division
U.S. EPA – Region 3
Complainant

Attorney for Complainant:

By: _____
[Digital Signature and Date]
John Rutherford
Assistant Regional Counsel
U.S. EPA – Region 3

FILED

Apr 29, 2026

10:46 am

U.S. EPA REGION 3
HEARING CLERK

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 3
Philadelphia, Pennsylvania 19103

In the Matter of:	:
	:
Advanced Disaster Recovery Inc.	: U.S. EPA Docket No. TSCA-03-2026-0028
2713 NY-17M	:
New Hampton, New York 10958	: Proceeding under Sections 16(a) and 409 of the
	: Toxic Substances Control Act, 15 U.S.C.
Respondent.	: §§ 2615(a) and 2689
	:
	:
	:
	:
	:
	:
	:
	:

FINAL ORDER

Complainant, the Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency, Region 3, and Respondent, Advanced Disaster Recovery 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, Sections 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.

NOW, THEREFORE, PURSUANT TO Section 16 of the Toxic Substances Control Act , 15 U.S.C. §§ 2615(a) and 2689, 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 **SEVENTEEN THOUSAND TWO HUNDRED TWENTY-FIVE DOLLARS (\$17,225)** 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 foregoing Consent Agreement and this Final Order is the date on which this Final Order is filed with the Regional Hearing Clerk.

By: _____
Regional Judicial and Presiding Officer
U.S. EPA Region 3

[Digital Signature and Date]

Regional Hearing Clerk

U.S. Environmental Protection Agency, Region 3