

**ENVIRONMENTAL APPEALS BOARD  
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, D.C.**

\_\_\_\_\_) )  
In re: ) )  
          ) ) Docket No. TSCA-HQ-2018-5006  
Detroit Renovations LLC, and Nicole Curtis ) )  
          ) )  
Respondents. ) )  
\_\_\_\_\_) )

**FINAL ORDER**

Pursuant to 40 C.F.R. § 22.18(b)-(c) of EPA’s Consolidated Rules of Practice, the attached Consent Agreement resolving this matter is incorporated by reference into this Final Order and is hereby ratified.

The Respondent is ORDERED to comply with all terms of the Consent Agreement, effective immediately.

So ordered.

**ENVIRONMENTAL APPEALS BOARD<sup>1</sup>**



\_\_\_\_\_  
Aaron P. Avila  
Environmental Appeals Judge

Dated: January 14, 2020

\_\_\_\_\_  
<sup>1</sup> The three-member panel ratifying this matter is composed of Environmental Appeals Judges Aaron P. Avila, Mary Kay Lynch and Kathie A. Stein.

**CERTIFICATE OF SERVICE**

I certify that copies of the foregoing "Consent Agreement" and "Final Order," in the matter of Detroit Renovations, LLC and Nicole Curtis, Docket No. TSCA-HQ-2018-5006, were sent to the following persons in the manner indicated:

**By First Class Certified Mail, Return Receipt Requested:**

Nicole Curtis  
Detroit Renovations, LLC  
1350 Lagoon Avenue, Suite 900  
Minneapolis, Minnesota 55408

**Via Pouch Mail**

Britt Bieri  
Office of Regional Counsel  
United States Environmental Protection Agency  
Region 7  
11201 Renner Boulevard  
Lenexa, Kansas 66219

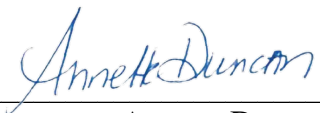
**By Interoffice Mail:**

Rosemarie Kelley, Director  
Office of Civil Enforcement  
Office of Enforcement and Compliance Assurance  
U.S. Environmental Protection Agency  
1200 Pennsylvania Ave., NW (Mail Code 2248A)  
Washington, DC 20460

Gregory Sullivan, Director  
Waste and Chemical Enforcement Division  
Office of Civil Enforcement  
Office of Enforcement and Compliance Assurance  
U.S. Environmental Protection Agency  
1200 Pennsylvania Ave., NW (Mail Code 2249A)  
Washington, DC 20460

Headquarters Hearing Clerk  
Office of Administrative Law Judges  
U.S. Environmental Protection Agency  
1200 Pennsylvania Ave., NW  
(Mail Code 1900R)  
Washington, DC 20460

Dated: Jan 14 2020

  
\_\_\_\_\_  
Annette Duncan  
Administrative Specialist

**BEFORE THE ENVIRONMENTAL APPEALS BOARD  
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
WASHINGTON, D.C.**

**In the Matter of:** )  
)  
) **Docket No. TSCA-HQ-2018-5006**  
**Detroit Renovations, LLC and** )  
**Nicole Curtis** )  
)  
)  
**Respondents.** )

**CONSENT AGREEMENT AND FINAL ORDER**

**I. PRELIMINARY STATEMENT**

1. This proceeding for the assessment of a civil penalty was commenced on August 1, 2018, when Complainant, the U.S. Environmental Protection Agency (“EPA” or “Complainant”), pursuant to Section 16 of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. § 2615, filed a Complaint and Notice of Opportunity for Hearing (“Complaint”) with the EPA Headquarters’ Hearing Clerk alleging that Respondents, Detroit Renovations, LLC and Nicole Curtis (“Respondents”), violated Section 409 of the TSCA, 15 U.S.C. § 2689, by failing to comply with the regulatory requirements of 40 C.F.R. Part 745, Subpart E, *Residential Property Renovation*. The Complaint proposed a civil penalty against Respondents. Complainant filed an Amended Complaint on June 17, 2019. Before and after the case was filed, the parties entered negotiations in an attempt to settle the alleged violations. This Consent Agreement and Final Order is the result of such negotiations.

2. Complainant and Respondents hereby enter into this Consent Agreement (“Agreement” or “Consent Agreement”), and the attached Final Order (collectively, the “CAFO”) before adjudicating any issues of law or fact.

3. This CAFO resolves an administrative action for the assessment of civil penalties instituted pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a). Pursuant to Section 16(a)(2)(C), “[t]he Administrator may compromise, modify, or remit, with or without conditions, any civil penalty which may be imposed under this subsection.”

**II. PARTIES**

4. Complainant, by delegation from the Administrator of the U.S. Environmental Protection Agency, is Gregory Sullivan, Director, Waste and Chemical Enforcement Division, Office of Civil Enforcement and Compliance Assurance. Gregory Sullivan is authorized by lawful delegation to initiate and settle civil administrative actions brought pursuant to Section 15 and Section 16 of TSCA. Pursuant to Section 16(a)(2)(C) of TSCA and by lawful delegation, the Director of the Waste and Chemical Enforcement Division is authorized to sign agreements and

orders to remit all or part of a civil administrative penalty if Respondents satisfy conditions specified by agreement, and to sign an order not remitting the penalty and declaring the penalty due if the EPA determines that Respondents have not satisfied conditions of the agreement.

5. Respondents are Detroit Renovations, LLC, a limited liability company registered to do business in the states of Minnesota, and Nicole Curtis, a natural person.

### III. CONSENT AGREEMENT

6. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondents:

- a. admit the jurisdictional allegations set forth in the Amended Complaint;
- b. neither admit nor deny the specific factual allegations contained in the Amended Complaint;
- c. consent to the assessment of a civil penalty as stated below;
- d. consent to the issuance of any specified compliance or corrective action order;
- e. consent to any conditions specified in this Consent Agreement;
- f. waive any right to contest the alleged violations of law set forth in the Amended Complaint; and
- g. waive their rights to appeal the Final Order accompanying this Consent Agreement.

7. Respondents consent to the issuance of this Consent Agreement and Final Order and consent for the purposes of settlement to the payment of the civil penalty specified herein, conditioned upon Respondents' compliance with all the terms herein.

8. Respondents and EPA agree to resolve this matter without the necessity of a formal hearing and to bear their respective costs and attorney's fees.

#### A. Penalty Payment

9. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, EPA considered the nature, circumstances, extent, and gravity of the alleged violations; Respondents' ability to pay; the effect of the penalty on Respondents' ability to continue operations; Respondents' history of prior violations; Respondents' degree of culpability; any economic benefit gained; and such other matters as justice requires. After consideration of the foregoing factors and the factors set forth in EPA's *Interim Final Consolidated Enforcement Response and Penalty Policy for the Pre-Renovation Education Rule; Renovation, Repair and Painting Rule; and Lead-Based Paint*

*Activities Rule* dated August, 2010 (“LBP Consolidated ERPP”), EPA determined that a civil penalty in the amount of Forty-Eight Thousand Eight Hundred Seventy-Seven Dollars (\$48,877) is assessed against Respondents for the violations of TSCA alleged herein.

10. Pursuant to Section 16(a)(2)(C) of TSCA, 15 U.S.C. § 2615(a)(2)(C), and 40 C.F.R. § 22.31, EPA agrees to remit Forty-Five Thousand Eight Hundred Seventy-Seven Dollars (\$45,877) of the civil penalty, for the TSCA violations alleged herein through the effective date of this CAFO, conditioned upon Respondents’ compliance with all the terms and Conditions set forth in Section III.C. of this CAFO, to EPA’s satisfaction.

11. EPA and Respondents agree that, in compromise of the claims alleged in the Complaint and upon satisfaction of the Conditions set forth in Section III.C. of this Consent Agreement and Final Order, Respondents shall pay a civil penalty of Three Thousand Dollars (\$3,000.00) as set forth below.

12. Respondents shall pay the penalty within thirty (30) days of the effective date of this CAFO. Such payment shall identify Respondents by name and docket number and shall be by certified or cashier’s check made payable to the “United States Treasury” and sent to:

US Environmental Protection Agency  
Fines and Penalties  
Cincinnati Finance Center  
PO Box 979077  
St. Louis, MO 63197-9000,

or by alternate payment method described at <http://www.epa.gov/financial/makepayment>.

13. A copy of the check or other information confirming payment shall simultaneously be sent to the following:

Hearing Clerk, Mail Code 1900  
U.S. Environmental Protection Agency  
1200 Pennsylvania Avenue, NW  
Washington, DC 20460

and

Maria Morey  
U.S. Environmental Protection Agency, Region 7  
11201 Renner Boulevard  
Lenexa, Kansas 66219.

14. Respondents understand that their failure to timely pay any portion of the civil penalty as stated herein may result in the commencement of a civil action in Federal District Court to recover the full remaining balance, along with penalties and accumulated interest. In such case, interest shall begin to accrue on a civil or stipulated penalty from the date of

delinquency until such civil or stipulated penalty and any accrued interest are paid in full. 31 C.F.R. § 901.9. Interest will be assessed at a rate of the United States Treasury Tax and loan rates in accordance with 31 U.S.C. § 3717. Additionally, a charge will be assessed to cover the costs of debt collection including processing and handling costs, and a non-payment penalty charge of six (6) percent per year compounded annually will be assessed on any portion of the debt which remains delinquent more than ninety (90) days after payment is due. 31 U.S.C. § 3717(e)(2).

### **B. Compliance Requirements**

15. Respondents shall henceforth comply with all applicable requirements of Sections 402(c) and 406(b) of TSCA and their implementing regulations at 40 C.F.R. Part 745 in connection with any regulated renovations conducted in “Target Housing,” as defined in Section 401 of TSCA, 15 U.S.C. § 2681.

### **C. Conditions**

Respondents and EPA have also agreed, in compromise of the civil penalty that otherwise may be imposed herein, to the following conditions of settlement:

16. Lead-Based Paint Renovation, Repair and Painting Training: Within 60 days from the effective date of this CAFO, Respondent Nicole Curtis must complete Renovator Certification outlined in 40 C.F.R. 745.90(a)(1) and must provide a copy of the course completion certificate with the status report outlined in paragraph 27.

17. Future Video Productions: For any video productions that have not been broadcast prior to the execution of this agreement and that will be distributed on public airwaves, cable television, or internet distribution channels within two (2) years from the effective date of this CAFO, and that depict Respondent Nicole Curtis as the primary talent and where she is conducting renovations of Target Housing, Respondents shall use their best efforts to cause to be dedicated a clearly visible graphic overlay placed in the lower area of the public viewing screen related to lead-based paint issues at least one (1) time in each episode of each video production. The graphic overlay must contain language agreed upon by Complainant. As used in this CAFO, “best efforts” means the efforts that a reasonable person in the position of Respondents would use to ensure satisfaction of the conditions in this paragraph. Respondents shall provide written documentation demonstrating best efforts used to the EPA in the same manner and method as written compliance reports, as described in paragraph 27.

18. Email Newsletter: For a period of two (2) years from the effective date of this CAFO, Respondent Nicole Curtis shall dedicate a portion of her quarterly email newsletter, for a total of eight (8) email newsletters, to lead-based paint issues. A portion of each email newsletter must relate to one or more of the topics contained in the attached Appendix A and must be at least 200 words in length. Each newsletter must contain a topic from Appendix A which has not been published in a prior newsletter.

19. Social Media Project-Instagram: For a period of two (2) years from the effective



date of this CAFO, Respondent Nicole Curtis shall dedicate from her Instagram account, currently @detroitdesign (or, if the aforementioned account is no longer active, an equivalent successor Instagram account which Nicole Curtis owns, manages, or controls), a quarterly post or Instagram story, for a total of eight (8) Instagram posts or Instagram stories, containing video or a photograph(s) and words related to lead-based paint issues. Each Instagram post and Instagram story must relate to one or more of the topics contained in the attached Appendix A. Each post must relate to one or more of the topics from Appendix A. The content shall remain active for at least two (2) years. Respondent Nicole Curtis will not delete tweets for two (2) years.

20. Social Media Project-Twitter: For a period of two (2) years from the effective date of this CAFO, Respondent Nicole Curtis shall dedicate from her Twitter account, currently @nicolecurtis (or, if the aforementioned account is no longer active, an equivalent successor Twitter account which Nicole Curtis owns, manages, or controls), a quarterly tweet, for a total of eight (8) tweets, containing video, photograph(s) and/or words related to lead-based paint issues. Each tweet must relate to one or more of the topics contained in the attached Appendix A. Respondent Nicole Curtis will not delete tweets for two (2) years.

21. Social Media Project-Facebook: For a period of two (2) years from the effective date of this CAFO, Respondent Nicole Curtis shall dedicate from her Facebook account, currently <https://www.facebook.com/nicolecurtisrehabaddict> (or, if the aforementioned account is no longer active, an equivalent successor Facebook account which Nicole Curtis owns, manages, or controls), a quarterly post or Facebook Live video, for a total of eight (8) Facebook posts or Facebook Live videos, containing video or a photograph(s) and words related to lead-based paint issues. Each Facebook post and Facebook Live video must relate to one or more of the topics contained in the attached Appendix A. Respondent Nicole Curtis will not delete the content related to lead-based paint issues for two (2) years.

22. Website Project: Within sixty (60) days of the effective date of this CAFO, Respondent Nicole Curtis shall cause to be created a dedicated webpage on her website, [www.nicolecurtis.com](http://www.nicolecurtis.com), containing video(s), photograph(s), words, and weblinks related to lead-based paint issues. The webpage content must relate to one or more of the topics contained in the attached Appendix A and must be at least 200 words in length. Respondent Nicole Curtis will not remove the webpage for at least two (2) years from the entry date of this CAFO.

23. Lead-Based Paint Information Distribution: During the period of two (2) years from the effective date of this CAFO is filed, Respondent Nicole Curtis shall distribute informational materials related to lead-based paint issues at a minimum of three (3) public appearances related to home renovations. The informational materials must relate to one or more of the topics contained in the attached Appendix A. Informational material can be that which was created by EPA such as: "The Lead-Safe Certified Guide to Renovate Right" in English as well as Spanish, available at:  
<https://www.epa.gov/sites/production/files/documents/renovaterightbrochure.pdf>.

24. Respondents shall ensure that all content used by Respondents to satisfy paragraphs 17 through 23, and paragraph 26, is consistent with the requirements of EPA's Lead

Renovation, Repair and Painting Rule (RRP) in 40 C.F.R. Part 745, Subpart E.

25. Respondents agree that EPA has the right to use, republish, and disseminate all content developed by Respondents to satisfy any of the conditions in this CAFO for the purpose of education regarding lead-based paint issues.

26. If Respondents, despite their documented best efforts, are unable to cause the broadcast or distribution of video productions with clearly visible graphic overlays as described in paragraph 17 above, the following conditions are substituted for those in paragraph 17:

- a. For any and every episode of a video production that has not been broadcast prior to the execution of this agreement but that is distributed or broadcast for the first time (“premier broadcast”) over public airwaves, cable television, or internet distribution channels within two (2) years from the effective date of this CAFO, and that depicts Respondent Nicole Curtis as the primary talent performing or conducting renovations of Target Housing and such video production is broadcast without a graphical overlay as described in paragraph 17, Respondent Nicole Curtis shall dedicate from her Twitter, Instagram, and Facebook accounts (or equivalent successor social media accounts owned, managed or controlled by Nicole Curtis), a social media post across all three platforms containing video, photograph(s) and/or words related to lead-based paint issues during the premiere broadcast of such episode.
- b. If no episodes of the video productions referenced in paragraph 17 above are distributed or broadcast over public airwaves, cable television channels, or internet distribution channels within two (2) years from the effective date of the CAFO, in addition to the requirements of paragraphs 19 through 21, Respondents shall complete four (4) additional social media items for each medium described in paragraphs 19, 20, and 21, within two (2) years from the effective date of the CAFO.

27. Respondents shall submit two (2) compliance reports describing how Respondents have complied with the conditions contained in paragraphs 16 through 23, and 26, above, including the dates of the airing of the episodes referenced in paragraph 17, the dates the content referenced in paragraphs 18 through 23 was disseminated, and documentation of what was disseminated. The first compliance report must be submitted within one (1) year from the entry date of this CAFO. The second compliance report must be submitted within two (2) years from the entry date of this CAFO. The compliance reports should be submitted by postal or electronic mail to:

Maria Morey  
U.S. Environmental Protection Agency, Region 7  
11201 Renner Boulevard  
Lenexa, Kansas 66219  
morey.maria@epa.gov.



28. Prior to making a determination that Respondents have failed to comply with any term or condition set forth in Section III.C., EPA will give Respondents written notice or notices of deficiencies, and provide Respondents at least thirty (30) days, or other reasonable time(s) to cure such deficiencies.

29. If EPA determines that Respondents have failed to comply with any term or condition set forth in Section III.C., fully and satisfactorily, EPA may issue a non-remittance Order requiring Respondents to pay the remaining Forty-Five Thousand Eight Hundred Seventy-Seven Dollars (\$45,877) referenced in paragraph 10, or a lesser amount, plus interest accrued from the effective date of this CAFO as described in paragraph 14. Respondents waive their right to a hearing under 16(a)(2) of TSCA, 15 U.S.C. § 2615(a)(2), or any other law. Respondents further agree to be bound by EPA's determination under this paragraph. The EPA will take into consideration all projects set forth in Section III.C. actually performed by Respondents and any cost documents submitted by Respondents in evaluating the amount of remittance sought.

#### **D. Effect of Settlement, Reservation of Rights, and Covenant Not to Sue**

30. Full payment of the civil penalty and compliance with all terms of this Consent Agreement in full shall only resolve Respondents' liability for Federal civil penalties for the violations and facts alleged in the Amended Complaint. Complainant reserves the right to take enforcement action with respect to any other violations of the TSCA or other applicable law.

31. The effect of settlement described in the immediately preceding paragraph is conditioned upon the performance of the conditions set forth in Section III.C. and the accuracy of Respondents' representations to EPA, as memorialized in the paragraph directly below. Failure to comply with the terms and conditions set forth in Section III.C. will void the release provided for in paragraph 30 and Complainant's covenant not to sue.

32. Respondents certify by the signing of this Consent Agreement that, to the best of their knowledge and belief, they are presently in compliance with all requirements of TSCA and its implementing regulations. Respondents further certify that all videographic projects used to satisfy paragraph 17 depict activities that are compliant with the TSCA Lead-Based Paint Renovation, Repair and Painting Rule.

33. This CAFO does not waive, extinguish or otherwise affect Respondents' obligations to comply with all applicable provisions of TSCA and regulations promulgated thereunder.

34. Complainant reserves the right to enforce the terms and conditions of this CAFO.

35. Respondents and Complainant agree that each shall bear their own costs, attorneys' fees, and other expenses incurred as a result of this matter and agree to forfeit any claim against the other for costs, attorneys' fees, or other expenses incurred which arise in any way from the subject matter of this Consent Agreement.

**E. General Provisions**

36. By signing this Consent Agreement, the undersigned representatives of Complainant and Respondents certify that they are fully authorized to execute and enter into the terms and conditions of this Agreement and have the legal capacity to bind the party they represent to this Consent Agreement.

37. This Consent Agreement shall not dispose of the proceeding without a final order from the Environmental Appeals Board ratifying the terms of this Consent Agreement. This CAFO shall be effective upon the date of the filing of the Final Order by the Environmental Appeals Board. Unless otherwise stated, all time periods stated herein shall be calculated in calendar days from such date.

38. The penalty specified herein shall represent civil penalties assessed by EPA and shall not be deductible for purposes of Federal, State and local taxes.

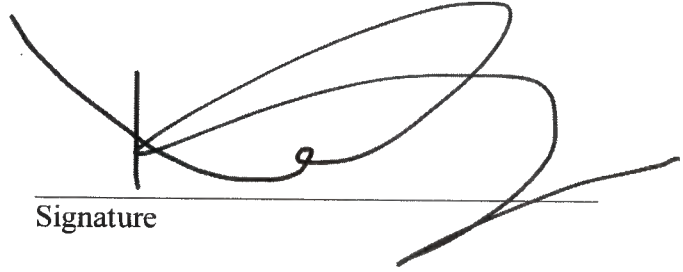
39. This CAFO shall apply to and be binding upon Respondents, Respondents' agents, successors and/or assigns. Respondents shall ensure that all contractors, employees, consultants, firms, or other persons or entities acting for Respondents with respect to matters included herein comply with the terms of this CAFO.

**WE HEREBY AGREE TO THIS:**

**For RESPONDENT  
DETROIT RENOVATIONS, LLC**

Date: Nov 25, 2019

By:



Signature

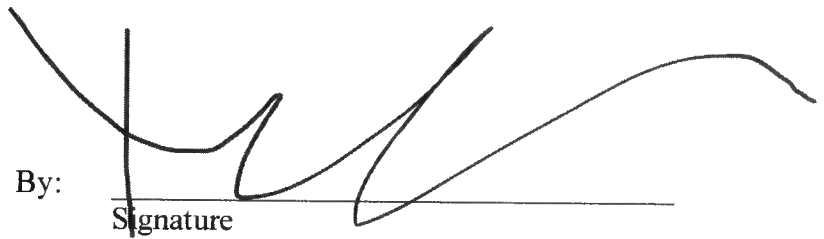
Nicole Curtis  
Print Name

President  
Title

**For RESPONDENT  
NICOLE CURTIS**

Date: Nov 25, 2019

By:



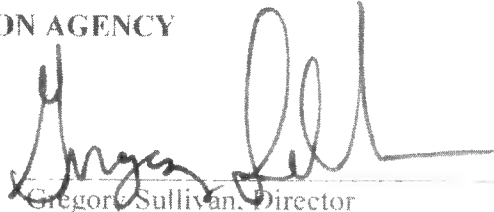
Signature

Nicole Curtis  
Print Name

Nicole Curtis  
Title

For COMPLAINANT  
U. S. ENVIRONMENTAL PROTECTION AGENCY

Date: 12/16/19



Gregory Sullivan, Director  
Waste and Chemical Enforcement Division  
Office of Enforcement and Compliance Assurance

Date: 12/16/19



Britt Bieri  
Assistant Regional Counsel  
Office of Regional Counsel, Region 7

**APPENDIX A**

<b><u>Line</u></b>	<b><u>Topic</u></b>	<b><u>Citation</u></b>	<b><u>Subtopic</u></b>
1	General	None	A statement about the use of lead-based paint in homes built prior to 1978 and its continuing presence in older homes.
2	General	None	A statement about the danger of human exposure to lead-based paint, especially to children.
3	General	None	A general statement of the requirements of EPA's Lead Renovation, Repair and Painting Rule (RRP) in 40 C.F.R. Part 745, Subpart E, and recommending that persons check federal, state and local lead-based paint regulations before renovating, or hiring someone to renovate, a home built prior to 1978.
4	General	None	A discussion of the health benefit and legal requirements of hiring RRP Certified Firms and Renovators to perform renovations on homes built prior to 1978 (assuming they have not passed tests identified in 40 CFR 745.82(a)).
5	General	None	Any other statements or topics approved in writing in advance by the EPA.
6	General Work Practices	40 C.F.R. § 745.85(a)(1)	Renovation firms must post signs clearly defining the work area and warning occupants and other persons not involved in the renovation activities to remain outside of the work area. 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.
7	General Work Practices	40 C.F.R. § 745.85(a)(2)	Before 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.
8	Interior Work Practices	40 C.F.R. § 745.85(a)(2)(i)(A)	Firms must remove all objects from the work area, including furniture, rugs, and window coverings, or cover them with plastic sheeting or other impermeable material with all seams and edges taped or otherwise sealed.
9	Interior Work Practices	40 C.F.R. § 745.85(a)(2)(i)(B)	Firms must close and cover all ducts opening in the work area with taped-down plastic sheeting or other impermeable material.
10	Interior Work Practices	40 C.F.R. § 745.85(a)(2)(i)(C)	Firms must close windows and doors in the work area. Doors must be covered with plastic sheeting or other impermeable material. Doors used as an entrance to the work area must be covered with plastic sheeting or other impermeable material in a manner that allows workers to pass through while confining dust and debris to the work area.
11	Interior Work Practices	40 C.F.R. § 745.85(a)(2)(i)(D)	Firms must cover the floor surface, including installed carpet, with taped-down plastic sheeting or other impermeable material in the work area 6 feet beyond the perimeter of surfaces undergoing renovation or a sufficient distance to contain the dust, whichever is greater. Floor containment measures may stop at the edge of the vertical barrier when using a vertical containment system consisting of impermeable barriers that extend from the floor to the ceiling and are tightly sealed at joints with the floor, ceiling and walls.
12	Interior Work Practices	40 C.F.R. § 745.85(a)(2)(i)(E)	Firms must use precautions to ensure that all personnel, tools, and other items, including the exteriors of containers of waste, are free of dust and debris before leaving the work area.
13	Exterior Work Practices	40 C.F.R. § 745.85(a)(2)(ii)(A)	Firms must close all doors and windows within 20 feet of the renovation. On multi-story buildings, close all doors and windows within 20 feet of the renovation on the same floor as the renovation, and close all doors and windows on all floors below that are the same horizontal distance from the renovation.
14	Exterior Work	40 C.F.R. §	Firms must ensure that doors within the work

	Practices	745.85(a)(2)(ii)(B)	area that will be used while the job is being performed are covered with plastic sheeting or other impermeable material in a manner that allows workers to pass through while confining dust and debris to the work area.
15	Exterior Work Practices	40 C.F.R. § 745.85(a)(2)(ii)(C)	Firms must 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, whichever is greater, unless the property line prevents 10 feet of such ground covering. Ground containment measures may stop at the edge of the vertical barrier when using a vertical containment system.
16	Exterior Work Practices	40 C.F.R. § 745.85(a)(2)(ii)(D)	If the renovation will affect surfaces within 10 feet of the property line, the renovation firm must erect vertical containment or equivalent extra precautions in containing the work area to ensure that dust and debris from the renovation does not contaminate adjacent buildings or migrate to adjacent properties. Vertical containment or equivalent extra precautions in containing the work area may also be necessary in other situations in order to prevent contamination of other buildings, other areas of the property, or adjacent buildings or properties.
17	Prohibited Work Practices	40 C.F.R. § 745.85(a)(3)(ii)	The use of machines designed to remove paint or other surface coatings through high speed operation such as sanding, grinding, power planing, needle gun, abrasive blasting, or sandblasting, is prohibited on painted surfaces unless such machines have shrouds or containment systems and are equipped with a HEPA vacuum attachment to collect dust and debris at the point of generation. Machines must be operated so that no visible dust or release of air occurs outside the shroud or containment system.
18	Waste Containment	40 C.F.R. § 745.85(a)(4)(i)	Waste from renovation activities must be contained to prevent releases of dust and debris

			before the waste is removed from the work area for storage or disposal. If a chute is used to remove waste from the work area, it must be covered.
19	Waste Containment	40 C.F.R. § 745.85(a)(4)(ii)	At the conclusion of each work day and at the conclusion of the renovation, waste that has been collected from renovation activities must be stored under containment, in an enclosure, or behind a barrier that prevents release of dust and debris out of the work area and prevents access to dust and debris.
20	Waste Containment	40 C.F.R. § 745.85(a)(4)(iii)	When the firm transports waste from renovation activities, the firm must contain the waste to prevent release of dust and debris.
21	Renovator Certification	40 C.F.R. § 745.90(a)(1)(a)	To become a certified renovator or certified dust sampling technician, an individual must successfully complete the appropriate course accredited by EPA under § 745.225 or by a State or Tribal program that is authorized under subpart Q of this part. The course completion certificate serves as proof of certification. EPA renovator certification allows the certified individual to perform renovations covered by this section in any State or Indian Tribal area that does not have a renovation program that is authorized under subpart Q of this part. EPA dust sampling technician certification allows the certified individual to perform dust clearance sampling under § 745.85(c) in any State or Indian Tribal area that does not have a renovation program that is authorized under subpart Q of this part.
22	Renovator Responsibilities	40 C.F.R. §§ 745.90(b)(1)-(8)	Certified renovators are responsible for ensuring compliance with § 745.85 at all renovations to which they are assigned. A certified renovator:  (1) Must perform all of the tasks described in § 745.85(b) and must either perform or direct workers who perform all of the tasks described in § 745.85(a).

			<p>(2) Must provide training to workers on the work practices required by § 745.85(a) that they will be using in performing their assigned tasks.</p> <p>(3) Must be physically present at the work site when the signs required by § 745.85(a)(1) are posted, while the work area containment required by § 745.85(a)(2) is being established, and while the work area cleaning required by § 745.85(a)(5) is performed.</p> <p>(4) Must regularly direct work being performed by other individuals to ensure that the work practices required by § 745.85(a) are being followed, including maintaining the integrity of the containment barriers and ensuring that dust or debris does not spread beyond the work area.</p> <p>(5) Must be available, either on-site or by telephone, at all times that renovations are being conducted.</p> <p>(6) When requested by the party contracting for renovation services, must use an acceptable test kit to determine whether components to be affected by the renovation contain lead-based paint.</p> <p>(7) Must have with them at the work site copies of their initial course completion certificate and their most recent refresher course completion certificate.</p> <p>(8) Must prepare the records required by § 745.86(b)(1)(ii) and (6).</p>
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**BEFORE THE ENVIRONMENTAL APPEALS BOARD  
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Nicole Curtis**

**Respondents.**

**Docket No. TSCA-HQ-2018-5006**

**FINAL ORDER**

Pursuant to Section 16(a) of TSCA, 42 U.S.C. § 2615, and 40 C.F.R. § 22.18(b)-(c) of EPA's Consolidated Rules of Practice, the attached Consent Agreement resolving this matter is incorporated by reference into this Final Order and is hereby ratified.

The Respondent is ORDERED to comply with all of the terms of the Consent Agreement effective immediately.

So Ordered.<sup>1</sup>

Date:

\_\_\_\_\_  
[Name of Judge]  
Judge, Environmental Appeals Board

<sup>1</sup> The three-member panel ratifying this matter is composed of Environmental Appeals Judges \_\_\_\_\_, \_\_\_\_\_, and \_\_\_\_\_.



**CERTIFICATE OF SERVICE**

I certify that the foregoing Consent Agreement and Final Order in the matter of Detroit Renovations, LLC and Nicole Curtis, Docket No. TSCA-HQ-2018-5006, were filed and copies of the same were mailed to the parties as indicated below.

**Via Interoffice Mail**

Rosemarie Kelley, Director  
Office of Civil Enforcement  
Office of Enforcement and Compliance Assurance  
U.S. Environmental Protection Agency  
1200 Pennsylvania Avenue, NW (Mail Code 2248A)  
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Gregory Sullivan, Director  
Waste and Chemical Enforcement Division  
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Lenexa, Kansas 66219

**Via U.S. Certified Mail**

Nicole Curtis  
Detroit Renovations, LLC  
1350 Lagoon Avenue, Suite 900  
Minneapolis, Minnesota 55408

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Annette Duncan, Secretary  
U.S. Environmental Protection Agency  
Environmental Appeals Board