

II. PRELIMINARY STATEMENT

2.1. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b), issuance of this Consent Agreement commences this proceeding, which will conclude when the Final Order becomes effective.

2.2. The Director of the Office of Compliance and Enforcement, EPA Region 10 (“Complainant”) has been delegated the authority pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a), to sign consent agreements between EPA and the party against whom an administrative penalty for violations of TSCA is proposed to be assessed.

2.3. Part III of this Consent Agreement contains a concise statement of the factual and legal basis for the alleged violations of TSCA together with the specific provisions of TSCA and the implementing regulations that Respondent is alleged to have violated.

III. ALLEGATIONS

3.1. Section 409 of TSCA, 15 U.S.C. § 2689, makes it unlawful for any person to fail to comply with any rule promulgated pursuant to Section 402 of TSCA, 15 U.S.C. § 2682. Pursuant to Section 402 of TSCA, 15 U.S.C. § 2682, EPA has promulgated rules governing lead-based paint activities, including certification of individuals and firms for renovations and work practice standards for renovations. These rules are codified at 40 C.F.R. Part 745, subpart E, Residential Property Renovation.

3.2. Under 40 C.F.R. § 745.87, failure to comply with any provision of 40 C.F.R. Part 745, Subpart E, is a violation of Section 409 of TSCA, 15 U.S.C. § 2689.

3.3. 40 C.F.R. Part 745, Subpart E applies to all renovations performed for compensation in target housing.

3.4. "Target housing" is defined under Section 401(17) of TSCA, 15 U.S.C. § 2681(17), in part, as "any housing constructed prior to 1978, except housing for the elderly or persons with disabilities."

3.5. "Person" is defined at 40 C.F.R. § 745.83 to mean "any natural or judicial person including any individual, corporation, partnership, or association."

3.6. "Firm" is defined at 40 C.F.R. § 745.83 to mean "a company, partnership, corporation, sole proprietorship or individual doing business, association, or other business entity."

3.7. "Renovation" is defined at 40 C.F.R. § 745.83 to mean "the modification of any existing structure, or portion thereof, that results in the disturbance of painted surfaces." It includes the removal, modification or repair of painted surfaces or painted components; the removal of building components; and weatherization projects. It does not include minor repair and maintenance activities.

3.8. "Painted surface" is defined at 40 C.F.R. § 745.83 to mean "a component surface covered in whole or in part with paint or other surface coatings."

3.9. "Component" or "building component" are defined at 40 C.F.R. § 745.83 to mean "specific design or structural elements or fixtures of a . . . residential dwelling that are distinguished from each other by form, function, and location." They include interior components such as ceilings, crown molding, walls, doors, floors, windows and trim, and exterior components such as ceilings, soffits, fascias, rake boards, corner boards, siding, windowsills, casings, sashes and wells.

3.10. "Minor repair and maintenance activities" are defined at 40 C.F.R. § 745.83 to mean activities "that disrupt 6 square feet or less of painted surface per room for interior

activities or 20 square feet or less of painted surface for exterior activities . . . where the work does not involve window replacement or demolition of painted surface areas.”

3.11. Respondent is a limited liability company organized in the State of Idaho.

3.12. Respondent is therefore a “firm” within the meaning of 40 C.F.R. § 745.83.

3.13. In September 2016, Respondent was listed as the contractor on a building permit issued by the City of Boise’s Office of Planning and Development Services for interior renovation and additions at a house that was constructed in 1956 and is located at 4101 West Greenbrier Drive (“the Greenbrier Renovation”).

3.14. The Greenbrier Renovation involved interior remodeling work, including removal of a wall between rooms; replacement of all existing windows; and enlargement of some existing windows, as well as the construction of a laundry room addition and an attached garage.

3.15. The Greenbrier Renovation required the removal or modification of building components and modification of painted surfaces or painted components, and was not a minor repair or maintenance activity.

3.16. Therefore, the Greenbrier Renovation was a “renovation” on “target housing,” as these terms are as defined at 40 C.F.R. § 745.83.

3.17. In June 2017, Respondent was listed as the contractor on a building permit issued by the City of Boise’s Office of Planning and Development Services for demolition and construction at a house that was constructed in 1947 and is located at 3001 West Woodlawn Avenue (“the Woodlawn Renovation”).

3.18. The Woodlawn Renovation involved demolition of the existing garage and construction of a new garage.

3.19. The Woodlawn Renovation required the modification of an existing structure that would result in the disturbance of painted surfaces, and was not a minor repair or maintenance activity.

3.20. Therefore, the Woodlawn Renovation was a “renovation” on “target housing,” as these terms are as defined at 40 C.F.R. § 745.83.

COUNT 1

3.21. Under 40 C.F.R. §§ 745.81(a)(2)(ii) and 745.89(a), no firm may perform, offer, or claim to perform renovations in target housing, without certification from EPA.

3.22. Respondent did not obtain firm certification from EPA prior to offering to perform the Greenbrier Renovation.

3.23. Respondent’s failure to obtain firm certification from EPA before offering to perform the Greenbrier Renovation is a violation of 40 C.F.R. §§ 745.81(a)(2)(ii) and 745.89(a).

COUNT 2

3.24. Under 40 C.F.R. §§ 745.81(a)(2)(ii) and 745.89(a), no firm may perform, offer, or claim to perform renovations in target housing, without certification from EPA.

3.25. Respondent did not obtain firm certification from EPA prior to offering to perform the Woodlawn Renovation.

3.26. Respondent’s failure to obtain firm certification from EPA before offering to perform the Woodlawn Renovation is a violation of 40 C.F.R. §§ 745.81(a)(2)(ii) and 745.89(a).

ENFORCEMENT AUTHORITY

3.27. Under Section 16(a) of TSCA, 15 U.S.C. § 2615(a), and 40 C.F.R. Part 19, EPA may assess a civil penalty of not more than \$38,114 for each such violation, each day such a violation continues.

IV. TERMS OF SETTLEMENT

4.1. Respondent admits the jurisdictional allegations of this Consent Agreement.

4.2. Respondent neither admits nor denies the specific factual allegations contained in this Consent Agreement.

4.3. As required by Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), EPA has taken into account the nature, circumstances, extent, and gravity of the violations, and with respect to 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. After considering these factors, EPA has determined and Respondent agrees that an appropriate penalty to settle this action is \$1,020 (the "Assessed Penalty").

4.4. Respondent agrees to pay the Assessed Penalty and interest in accordance with the following payment schedule:

4.4.1. Respondent agrees to pay \$510 within 30 days of the effective date of the Final Order, which represents \$510 of the Assessed Penalty.

4.4.2. Respondent agrees to pay \$511.28 within 180 days of the effective date of the Final Order which represents \$510 of the Assessed Penalty amount plus \$1.28 interest.

4.5. Payments under this Consent Agreement and Final Order may be paid by check (mail or overnight delivery), wire transfer, ACH, or online payment. Payment instructions are available at: <http://www2.epa.gov/financial/makepayment>. Payments made by a cashier's check or certified check must be payable to the order of "Treasurer, United States of America" and delivered to the following address:

U.S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, Missouri 63197-9000

Respondent must note on the check the title and docket number of this action.

4.6. Concurrently with payment, Respondent must serve photocopies of the check, or proof of other payment method, described in Paragraph 4.5 on the Regional Hearing Clerk and EPA Region 10 at the following addresses:

Regional Hearing Clerk
U.S. Environmental Protection Agency
Region 10, Mail Stop ORC-113
1200 Sixth Avenue, Suite 155
Seattle, Washington 98101
young.teresa@epa.gov

Maria Tartaglia
U.S. Environmental Protection Agency
Region 10, Mail Stop OCE-101
1200 Sixth Avenue, Suite 155
Seattle, Washington 98101
tartaglia.maria@epa.gov

4.7. If Respondent fails to pay any portion of the Assessed Penalty and interest in full by its due date, the entire unpaid balance of penalty and accrued interest shall become immediately due and owing. If such a failure to pay occurs, Respondent may be subject to a civil action to collect the Assessed Penalty under Section 16(a)(4) of TSCA, 15 U.S.C. § 2615(a)(4). In any collection action, the validity, amount, and appropriateness of the Assessed Penalty are not subject to review.

4.8. If Respondent fails to pay any portion of the Assessed Penalty and interest in full by its due date, Respondent shall be responsible for payment of interest on any unpaid portion of the Assessed Penalty at the rate established by the Secretary of the Treasury pursuant to 31 U.S.C. § 3717(a)(1) from the effective date of the Final Order contained herein, provided, however, that no interest shall be payable on any portion of the Assessed Penalty that is paid within 30 days of the effective date of the Final Order contained herein.

4.9. The Assessed Penalty and interest, including any additional costs incurred under Paragraph 4.8, represents an administrative civil penalty assessed by EPA and shall not be deductible for purposes of federal taxes.

4.10. The undersigned representative of Respondent certifies that he or she is authorized to enter into the terms and conditions of this Consent Agreement and to bind Respondent to this document.

4.11. Except as described in Paragraph 4.8, each party shall bear its own costs and attorneys' fees in bringing or defending this action.

4.12. For the purposes of this proceeding, Respondent expressly waives any right to contest the allegations contained in this Consent Agreement and to appeal the Final Order. Respondent expressly waives the notice requirement and its opportunity to request a hearing on the Final Order pursuant to Section 16(a)(2) of TSCA, 15 U.S.C. § 2615(a)(2).

4.13. The provisions of this Consent Agreement and the Final Order shall bind Respondent and its agents, servants, employees, successors, and assigns.

4.14. Respondent consents to the issuance of any specified compliance or corrective action order, to any conditions specified in this consent agreement, and to any stated permit action.

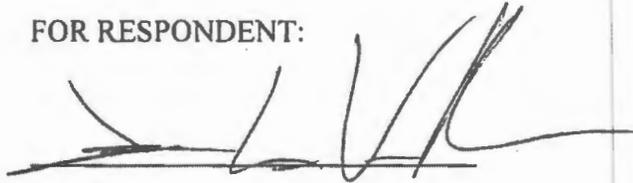
4.15. The above provisions in Part IV are STIPULATED AND AGREED upon by

Respondent and EPA Region 10.

DATED:

4-20-18

FOR RESPONDENT:

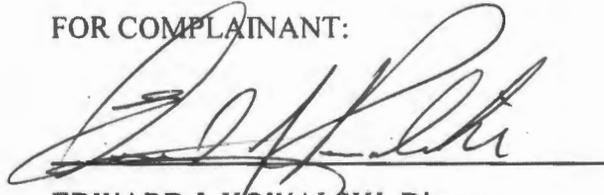


JUSTIN LAVELLE, Owner
Bradley Built LLC

DATED:

4/27/2018

FOR COMPLAINANT:



EDWARD J. KOWALSKI, Director
Office of Compliance and Enforcement
EPA Region 10

BEFORE THE
UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

In the Matter of:)	
)	DOCKET NO. TSCA-10-2018-0231
BRADLEY BUILT LLC,)	
)	FINAL ORDER
)	
Boise, Idaho,)	
)	
Respondent.)	

1.1. The Administrator has delegated the authority to issue this Final Order to the Regional Administrator of EPA Region 10, who has re delegated this authority to the Regional Judicial Officer in EPA Region 10.

1.2. The terms of the foregoing Consent Agreement are ratified and incorporated by reference into this Final Order. Respondent is ordered to comply with the terms of settlement.

1.3. The Consent Agreement and this Final Order constitute a settlement by EPA of all claims for civil penalties under TSCA for the violations alleged in Part III of the Consent Agreement. In accordance with 40 C.F.R. § 22.31(a), nothing in this Final Order shall affect the right of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law. This Final Order does not waive, extinguish, or otherwise affect Respondent's obligations to comply with all applicable provisions of TSCA and regulations promulgated or permits issued thereunder.

1.4. This Final Order shall become effective upon filing with the Regional Hearing Clerk.

SO ORDERED this 7th day of May, 2018.



RICHARD MEDNICK
Regional Judicial Officer
EPA Region 10

Certificate of Service

The undersigned certifies that the original of the attached **CONSENT AGREEMENT AND FINAL ORDER, In the Matter of: Bradley Built LLC, Docket No.: TSCA-10-2018-0231**, was filed with the Regional Hearing Clerk and served on the addressees in the following manner on the date specified below:

The undersigned certifies that a true and correct copy of the document was delivered to:

Danielle Meinhardt
U.S. Environmental Protection Agency
Region 10, Mail Stop ORC-113
1200 Sixth Avenue, Suite 155
Seattle, Washington 98101

Further, the undersigned certifies that a true and correct copy of the aforementioned document was placed in the United States mail certified/return receipt to:

Justin LaVelle
Owner
Bradley Built LLC
P.O. Box 1394
Boise, Idaho 83701

DATED this 8 day of May, 2018.



TERESA YOUNG
Regional Hearing Clerk
EPA Region 10

