

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

September 16, 2014

In Reply Refer To Mail Code: 3RC50

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

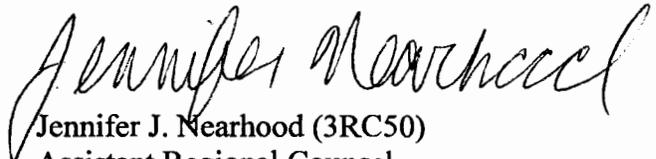
Alvin Pardo Monell
6467 Rockshire Street
Alexandria, VA 22315

Re: Consent Agreement and Final Order
EPA Docket No.: TSCA-03-2014-0266

Dear Mr. Pardo:

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 APM Vocational Institute, LLC. Should you have any questions or concerns, please feel free to contact me at (215) 814-2649.

Sincerely,


Jennifer J. Nearhood (3RC50)
Assistant Regional Counsel
U.S. EPA, Region III

Enclosures

cc: Craig Yussen, EPA

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

REGIONAL HEARING OFFICE
 EPA REGION III PHILA. PA

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RECEIVED

In the Matter of:)
)
 APM Vocational Institute, LLC)
 6467 Rockshire Street)
 Alexandria, VA 22315)
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 RESPONDENT)
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Docket No.: TSCA-03-2014-0266
 Proceeding Under Section 16(a) of the
 Toxic Substances Control Act, 15 U.S.C.
 Section 2615(a)

CONSENT AGREEMENT

This Consent Agreement is entered into by the Director for the Land and Chemicals Division, U.S. Environmental Protection Agency, Region III (“Complainant”) and APM Vocational Institute, LLC (“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)).

I. PRELIMINARY STATEMENT AND STIPULATIONS

1. The violations cited herein pertain to Respondent’s alleged failure, while conducting a renovator course for the certification of individuals, to comply with the Lead-Based Paint Activities Rule (LBPA Rule), set forth at 40 CFR Part 745, Subpart L.
2. In accordance with 40 C.F.R. § 22.13(b) and .18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant hereby simultaneously commences and resolves, as part of the settlement set forth herein, EPA’s civil claims alleged in Section IV (“Findings of Fact and Conclusions of Law”) of this Consent Agreement.

II. JURISDICTION

3. The U.S. Environmental Protection Agency (“EPA”) has jurisdiction over the above-captioned matter pursuant to Sections 16(a) and 409 of TSCA, 15 U.S.C. §§ 2615(a) and 2689, and 40 C.F.R. §§ 22.1(a)(5) and 22.4 of the Consolidated Rules of Practice.

III. GENERAL PROVISIONS

4. For purposes of this proceeding, Respondent admits the jurisdictional allegations set forth in this Consent Agreement and the attached Final Order, hereinafter collectively referred to as the “CAFO.”
5. Except as provided in Paragraph 4 above, Respondent neither admits nor denies the specific factual allegations and legal conclusions set forth in this Consent Agreement.
6. Respondent agrees not to contest the jurisdiction of EPA with respect to the execution of this Consent Agreement, the issuance of the attached Final Order, or the enforcement of this CAFO.
7. For 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.
8. Respondent consents to the issuance of this CAFO and agrees to comply with its terms and conditions.
9. Each party to this Consent Agreement shall bear its own costs and attorney’s fees.

IV. FINDINGS OF FACT AND CONCLUSIONS OF LAW

10. 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 immediately below.
11. Pursuant to 40 C.F.R. § 745.223, the term “training provider” means “any organization or entity accredited under 40 C.F.R. § 745.225 to offer lead-based paint activities courses.”
12. Pursuant to 40 C.F.R. § 745.223, the term “accredited training program” means “a training program that has been accredited by EPA pursuant to 40 C.F.R. § 745.225 to provide training for individuals engaged in lead-based paint activities.”
13. Respondent, at all times relevant to the violations alleged in this Consent Agreement, was a “training provider” as that term is defined in 40 C.F.R. § 745.223.

14. On March 10, 2011, Respondent received accreditation to offer lead renovator courses pursuant to 40 C.F.R. § 745.225 and, at all times relevant to the violations alleged in this Consent Agreement, operated an “accredited training program” as that term is defined in 40 C.F.R. § 745.223.
15. On February 12, 2013 Complainant conducted a neutral scheme inspection and/or audit of Respondent’s lead-based paint activities courses to determine Respondent’s level of compliance with the LBPA Rule on the following dates:

COUNTS	DATE
1	March 22, 2012
2	May 31, 2012
3	August 23, 2012
4	December 17, 2012
5 and 6	February 12, 2013

V. VIOLATIONS ALLEGED

Counts 1-4

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. On the dates listed in Paragraph 15 above, Respondent conducted renovator courses at various non-permanent facilities, as allowed by its accreditation.
18. Pursuant to 40 C.F.R. § 745.225(c)(13), “the training manager must provide notification of renovator, dust sampling technician, or lead-based paint activities courses offered” to EPA “at least 7 business days prior to the start date of the course.”
19. Prior to the March 22, 2012; May 31, 2012; August 23, 2012; and December 17, 2012 courses, EPA did not receive notification from Respondent that it would be offering renovator, dust sampling technician, or lead-based paint activities courses.
20. Counts 1-4: Respondent’s failure to provide notification to EPA at least 7 business days prior to the start date of the March 22, 2012; May 31, 2012; August 23, 2012; and

December 17, 2012, course, as required by 40 C.F.R. § 745.225(c)(13), constitutes four separate violation of 40 C.F.R. §745.235 and Sections 15 and 409 of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. §§ 2614 and 2689.

Count 5

21. The allegations contained in Paragraphs 1 through 20 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
22. Pursuant to 40 C.F.R. § 745.225(c)(6)(vi), a “renovator course must last a minimum of 8 training hours, with a minimum of 2 hours devoted to hands-on training activities.”
23. During the February 12, 2013 renovator course, the EPA inspector observed that the course did not last 8 hours, and did not contain 2 hours of hands-on training.
24. Count 5: Respondent’s failure to provide an 8 hour training course, with 2 hours of hands-on activities, during the February 12, 2013 course, as required by 40 C.F.R. § 745.225(c)(6)(vi), constitutes a violation of 40 C.F.R. §745.235 and Sections 15 and 409 of TSCA, 15 U.S.C. §§ 2614 and 2689.

Count 6

25. The allegations contained in Paragraphs 1 through 24 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
26. Pursuant to 40 C.F.R. § 745.225(c)(10), “courses offered by the training program must teach the work practice standards contained in § 745.85 or § 745.227, as applicable, in such a manner that trainees are provided with the knowledge needed to perform the renovations or lead-based paint activities they will be responsible for conducting.”
27. Pursuant to 40 C.F.R. § 745.225(d)(6), an accredited renovator training course must contain, *inter alia*, information about “[r]enovation methods to minimize the creation of dust and lead-based paint hazards” and “[i]nterior and exterior containment and cleanup methods.”
28. During the February 12, 2013 renovator course, the EPA inspector observed that the course did not cover Module 5 from the EPA Model Training Materials—which includes information about airborne dust from renovations, prohibited practice, specialized tools, protecting the renovator, controlling the spread of dust, during the job, and personal protective equipment—and that other modules covered did not contain all required information.
29. Count 6: Respondent’s failure to teach all work practice standards and cover all required

information, especially information contained in Module 5 of the EPA Model Training Materials, during the February 12, 2013 course, as required by 40 C.F.R. §§ 745.225(c)(10) and 745.225(d)(6), constitutes a violation of 40 C.F.R. §745.235 and Sections 15 and 409 of TSCA, 15 U.S.C. §§ 2614 and 2689.

VI. CIVIL PENALTY

30. In settlement of EPA's claims for civil penalties assessable for the violations alleged in this Consent Agreement, Respondent consents to the assessment of a civil penalty in the amount of **One Thousand, Five Hundred and Eighty Two Dollars (\$1,582.00)**, which Respondent shall be liable to pay in accordance with the terms set forth below.
31. The Parties acknowledge that the aforesaid settlement is based, in part, upon Respondent's designation as a micro-business, as defined in the Pilot RRP Penalty Program for Micro-Businesses. This determination was based upon financial information submitted to Complainant by Respondent. By his signature below, Respondent's representative certifies that the information submitted to EPA is accurate and not misleading. Respondent and its officers and directors 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. Complainant reserves the right to seek and obtain appropriate relief if Complainant obtains evidence that the information provided and/or representations made by Respondent to Complainant regarding Respondent's designation as a micro-business, or regarding any other matter herein at issue, are materially false, fictitious or fraudulent.
32. The civil penalty amount shall become due and payable immediately upon Respondent's receipt of a true and correct copy of this CAFO. In order to avoid the assessment of interest, administrative costs and late payment penalties in connection with such civil penalty, Respondent must pay such civil penalty no later than thirty (30) calendar days after the date on which a true and correct copy of the signed and executed CAFO is mailed or hand-delivered to Respondent.
33. The Parties represent that the settlement terms are reasonable and 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 *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"), dated August 2010.

34. Payment of the civil penalty amount shall be made by either cashier's check, certified check, or electronic wire transfer in the following manner:
- a. All payments by Respondent shall reference Respondent's name and address, and the Docket Number of this action, *i.e.*, TSCA-03-2014-0266;
 - b. All checks shall be made payable to "United States Treasury";
 - c. All payments made by check and sent by regular mail shall be addressed and mailed to:

U.S. Environmental Protection Agency
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000

Primary Contact: Craig Steffen, (513) 487-2091
Secondary Contact: Molly Williams, (513) 487-2076

- d. All payments made by check and sent by overnight delivery service shall be addressed and mailed to:

U.S. Environmental Protection Agency
Cincinnati Finance Center
P.O. Box 979077
1005 Convention PlazaSL-MO-C2-GL
St. Louis, MO 63101

Contact: (314) 418-1028

- e. 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

35. Respondent may also pay the amount described in Paragraph 30 above, electronically or on-line as follows:

- a. All payments made by electronic wire transfer shall be directed to:

Federal Reserve Bank of New York
ABA: 021030004
Account Number: 68010727
SWIFT Address: FRNYUS33
33 Liberty Street
New York, NY 10045

(Field Tag 4200 of the wire transfer message should read:
"D 68010727 Environmental Protection Agency")

- b. All electronic payments made through the automated clearinghouse (ACH), also known as Remittance Express (REX), shall be directed to:

US Treasury REX/Cashlink ACH Receiver
ABA: 051036706
Account Number: 310006, Environmental Protection Agency
CTX Format Transaction Code 22 - Checking

Physical location of U.S. Treasury facility:
5700 Rivertech Court
Riverdale, MD 20737

Contact: John Schmid, (202) 874-7026 or
Remittance Express (REX): 1-866-234-5681

- c. On-Line Payment Option:

WWW.PAY.GOV/PAYGOV

Enter sfo 1.1 in the search field. Open and complete the form.

- d. Additional payment guidance is available at:

http://www.epa.gov/ocfo/finservices/make_a_payment.htm

A copy of Respondent's check or a copy of Respondent's electronic transfer shall be sent simultaneously to:

Jennifer J. Nearhood
Assistant Regional Counsel
U.S. EPA, Region III (3RC50)
1650 Arch Street
Philadelphia, PA 19103-2029

and

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

36. 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.
37. 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).
38. 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.
39. 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).
40. Respondent agrees not to deduct for federal tax purposes the civil monetary penalty specified in this Consent Agreement and the accompanying Final Order.

VII. EFFECT OF SETTLEMENT

41. The settlement set forth in this CAFO shall constitute full and final satisfaction of all civil

claims for penalties which Complainant may have under TSCA for the specific violations alleged in Section IV (“Findings of Fact and Conclusions of Law”) above. 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.

VIII. OTHER APPLICABLE LAWS

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

IX. CERTIFICATION OF COMPLIANCE

43. Respondent certifies to EPA, upon personal investigation and to the best of its knowledge and belief, that it currently is complying with applicable provisions of TSCA and 40 C.F.R. Part 745.

X. RESERVATION OF RIGHTS

44. This Consent Agreement and the accompanying Final Order resolve only EPA’s claims for civil monetary penalties for the specific violations alleged against the Respondent in the Complaint. 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, 40 C.F.R. § 22.18(c). Further, EPA reserves any rights and remedies available to it under TSCA and any other federal laws or regulations for which EPA has jurisdiction, to enforce the provisions of this CAFO following its filing with the EPA Regional Hearing Clerk.

XI. PARTIES BOUND

45. This Consent Agreement and the accompanying Final Order shall apply to and be binding upon the EPA, Respondent, and Respondent’s successors, agents and assigns.

XII. EFFECTIVE DATE

46. The effective date of this Consent Agreement and the accompanying Final Order (which is signed by the Regional Administrator of EPA Region III, or his designee, the Regional Judicial Officer), shall be the date the CAFO is filed with the EPA Regional Hearing Clerk pursuant to the Consolidated Rules of Practice.

XIII. ENTIRE AGREEMENT

47. This Consent Agreement and the accompanying Final Order constitute the entire agreement and understanding of the parties regarding settlement of all claims 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 CAFO.

XIV. EXECUTION

48. The person signing this Consent Agreement on behalf of Respondent acknowledges and certifies by his signature that he is fully authorized to enter into this Consent Agreement and to legally bind Respondent to the terms and conditions of this Consent Agreement and the accompanying Final Order.

For Respondent:

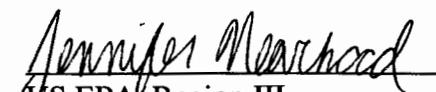
Date: 08/25/2014



APM Vocational Institute, LLC
Alvin Pardo Monell, President
(703) 598-7389

For Complainant:

Date: 9/9/2014



US EPA, Region III
Jennifer J. Nearhood, 3RC50
Assistant Regional Counsel
(215) 814-2649

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.

Date: 9/11/2014

By: Harry J. Dow for JAA

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:

APM Vocational Institute, LLC
6467 Rockshire Street
Alexandria, VA 22315

RESPONDENT

Docket No.: TSCA-03-2014-026

Proceeding Under Section 16(a) of the
Toxic Substances Control Act, 15 U.S.C.
Section 2615(a)

REGIONAL HEARING CLERK
EPA REGION III, PHILA. PA

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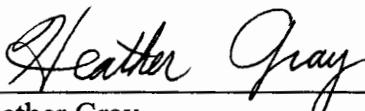
FINAL ORDER

The Complainant, the Director for the Land and Chemicals Division, U.S. Environmental Protection Agency, Region III, and Respondent, APM Vocational Institute, LLC, 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. 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 Lead-Based Paint Activities Rule, 40 C.F.R. Part 745, Subpart L, and having determined, based on the representations of the parties to the attached Consent Agreement, that the civil penalty agreed 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 **One Thousand, Five Hundred and Eighty Two Dollars (\$1,582.00)** 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: 9-16-14


Heather Gray
Regional Judicial Officer
U.S. EPA, Region III

