

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 8

2017 MAR 27 PM 5:11

Docket No.: TSCA-08-2017-0003

FILED
EPA REGION VIII
HEARING CLERK

IN THE MATTER OF:)

Forte Distinctive Homes, LLC)
5025 East Ellsworth Avenue)
Denver, Colorado 80246)

Respondent.)

EXPEDITED SETTLEMENT AGREEMENT

AUTHORITY

1. This Expedited Settlement Agreement (the Agreement) is being entered into by the United States Environmental Protection Agency (EPA), Region 8, by its duly delegated officials, and by Forte Distinctive Homes, LLC (Respondent) for the purpose of simultaneously commencing and concluding this matter, as authorized by 40 C.F.R. § 22.13(b), and pursuant to 40 C.F.R. § 22.18(b)(2) and (3).
2. The EPA has jurisdiction over this matter pursuant to sections 16 and 409 of the Toxic Substances Control Act (TSCA), 15 U.S.C. §§ 2615, 2689, and the regulations promulgated under TSCA Subchapter IV, as set forth at 40 C.F.R. Part 745.

RESPONDENT

3. Respondent is a "person" for purposes of sections 16 and 409 of TSCA, 15 U.S.C. §§ 2615, 2689.
4. Respondent is a "firm" as that term is defined in 40 C.F.R. § 745.83.

ALLEGED VIOLATIONS

5. On March 14, 2016, and on August 10, 2016, an authorized representative of the EPA conducted compliance inspections at Respondent's jobsite at 923 South York Street, Denver, Colorado 80209 (Jobsite), to determine compliance with the Renovation, Repair, and Painting (RRP) Rule, 40 C.F.R. Part 745, Subpart E.
6. The Jobsite is a residential property constructed prior to 1978 and is "target housing" as that term is defined in section 401 of TSCA, 15 U.S.C. § 2681.
7. Respondent's work on the Jobsite included replacing windows and doors, addition of a second floor and extensive interior remodeling activities.

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8. Respondent conducted a "renovation," as that term is defined at 40 C.F.R. § 745.83, by remodeling multiple areas of the home, including painted surfaces and components, for compensation.
9. Firms performing renovations on target housing must apply to the EPA for certification pursuant to 40 C.F.R. § 745.89(a).
10. Respondent failed to obtain initial certification from the EPA prior to performing a renovation on target housing, as required by 40 C.F.R. § 745.89(a) and in violation of 40 C.F.R. § 745.81(a)(2)(ii).
11. Respondent's failure to comply with 40 C.F.R. § 745.89(a) is a violation of the RRP regulations promulgated under section 402 of TSCA, 15 U.S.C. § 2682, and is therefore a violation of section 409 of TSCA, 15 U.S.C. § 2689.

SETTLEMENT

12. The EPA and Respondent agree that settlement of this matter is in the public interest, and the EPA and Respondent agree that execution of this Agreement and issuance of a Final Order without further litigation and without adjudication of any issue of fact or law, is the most appropriate means of resolving this matter.
13. Pursuant to section 16 of TSCA, 15 U.S.C. § 2615, and based in part on the size of Respondent's business, the nature, circumstances, extent and gravity of the violations alleged, and other relevant factors, the EPA agrees that an appropriate civil penalty to settle this matter is one-thousand dollars (\$1,000).
14. By signing this Agreement, Respondent certifies that: (1) the alleged violations listed in the Agreement have been corrected, and Respondent has submitted true and accurate documentation of such correction; (2) Respondent has provided payment of the civil penalty; and (3) Respondent releases that penalty to the EPA upon incorporation of the Agreement into a Final Order.

Within thirty (30) days of receipt of this Agreement, Respondent must send a cashier's check or certified check (payable to the "Treasurer, United States of America") in the amount of one-thousand dollars (\$1,000) in payment of the full penalty amount to the following address:

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

The following Payment Number for this Agreement must be included on the check:
ESA-R8-TSCA

The signed Agreement and a copy of the check must be sent by certified mail to:

Forte Distinctive Homes, LLC
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Kristin Jendrek
U.S. EPA Region 8 (8ENF-AT-TP)
1595 Wynkoop Street
Denver, Colorado 80202-1129

15. Respondent agrees that the penalty specified in this Agreement and any interest paid shall not be deductible for purposes of local, state, or federal taxes.
16. This settlement is subject to the following terms and conditions with respect to the violations alleged:
- a. Respondent, by signing below, admits the jurisdictional allegations of the Agreement, neither admits nor denies the specific factual allegations contained in the Agreement and consents to the assessment of the penalty as stated above.
 - b. Each party to this action shall bear its own costs and attorney fees, if any.
 - c. Payment by Respondent shall constitute a waiver of any and all available rights to judicial or administrative review or other remedies that the Respondent may have, with respect to any issue of fact or law or any terms and conditions set forth in this Agreement, including any right to appeal the final order.
17. This Agreement, upon incorporation into a Final Order by the Regional Judicial Officer and full satisfaction by the parties, shall only resolve Respondent's liability for Federal civil penalties for the violations and facts alleged in this Agreement.
18. This Agreement does not pertain to any matters other than those expressly specified herein. The EPA reserves, and this Agreement is without prejudice to, all rights against Respondent with respect to all other matters, including but not limited to, the following:
- a. Claims based on a failure by Respondent to meet a requirement of this Agreement, including any claims for costs which are caused by Respondent's failure to comply with this Agreement;
 - b. Claims based on criminal liability; and,
 - c. Claims based on any other violations of TSCA or federal or state law.
19. If the signed original Agreement with an attached copy of the check is not returned to the EPA at the above address in correct form by Respondent within thirty (30) days of the date of Respondent's receipt of this Agreement, the proposed Agreement is withdrawn without prejudice to the EPA's ability to file an enforcement action for the violations alleged in this Agreement.
20. This Agreement, upon incorporation into a final order, applies to and is binding upon the EPA and upon Respondent and Respondent's successors or assigns. Any change in ownership or corporate status of Respondent, including, but not limited to, any transfer of assets or real or personal property,

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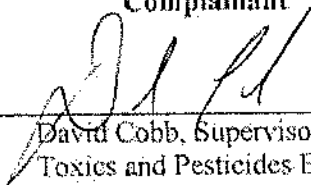
shall not alter Respondent's responsibilities under this Agreement. This Agreement contains all terms of the settlement agreed to by the Parties.

- 21. The undersigned representative of Respondent certifies that he/she is fully authorized to enter into the terms and conditions of the Agreement and to bind Respondent to the terms and conditions of this Agreement.
- 22. Nothing in this Agreement shall relieve Respondent of the duty to comply with TSCA and its implementing regulations.
- 23. The Parties agree to submit this Agreement to the Regional Judicial Officer with a request that it be incorporated into a final order.

**UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 8, Office of Enforcement,
Compliance and Environmental Justice,**

Complainant

Date: 3/23/17

By: 

David Cobb, Supervisor
Toxics and Pesticides Enforcement Unit
Technical Enforcement Program
Office of Enforcement, Compliance and
Environmental Justice (8ENF-AT-TP)
U.S. Environmental Protection Agency,
Region 8

Date: 3/27/17

By: 

James H. Eppers, Supervisory Attorney
Legal Enforcement Program
Office of Enforcement, Compliance and
Environmental Justice (8ENF-L)
U.S. Environmental Protection Agency,
Region 8

Forte Distinctive Homes, LLC

Respondent

Date: 03.20.17

By: 

Printed Name: George Sord

CERTIFICATE OF SERVICE

The undersigned certifies that the original of the attached **COMBINED COMPLAINT AND CONSENT AGREEMENT** in the matter of **FORTE DISTINCTIVE HOMES, LLC**; **DOCKET NO.: TSCA-08-2017-0003** was filed with the Regional Hearing Clerk on March 27, 2017, and **FINAL ORDER** was filed on April 3, 2017.

Further, the undersigned certifies that a true and correct copy of the documents were emailed to, Max Greenblum, Enforcement Attorney. True and correct copies of the aforementioned documents were placed in the United States mail certified/return receipt on April 3, 2017 to:


Respondent

Mr. George Saad
Forte Distinctive Homes, LLC
5025 East Ellsworth Avenue
Denver, Colorado 80246

And emailed to:

Jessica Chalifoux
U. S. Environmental Protection Agency
Cincinnati Finance Center
26 W. Martin Luther King Drive (MS-0002)
Cincinnati, Ohio 45268

April 3, 2017


Melissa Haniewicz
Regional Hearing Clerk

