



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 8
1595 WYNKOOP STREET
DENVER, CO 80202-1129
Phone 800-227-8917
<http://www.epa.gov/region08>

4/21/2022

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Received by
EPA Region VIII
Hearing Clerk

DOCKET NO.: TSCA-08-2022-0006

IN THE MATTER OF:)
)
PARAMOUNT CONSTRUCTION &) FINAL ORDER
REMODELING LLC)
)
)
)
RESPONDENT)

Pursuant to 40 C.F.R. § 22.13(b) and §§ 22.18(b)(2) and (3) of EPA’s Consolidated Rules of Practice, the Expedited Settlement Agreement resolving this matter is hereby approved and incorporated by reference into this Final Order.

The Respondent is hereby **ORDERED** to comply with all of the terms of the Expedited Settlement Agreement, effective immediately upon filing this Expedited Settlement Agreement and Final Order.

SO ORDERED THIS 21st DAY OF April, 2022.

KATHERIN HALL
Digitally signed by KATHERIN HALL
Date: 2022.04.21 11:49:19 -06'00'
Katherin E. Hall
Regional Judicial Officer

**UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 8**

Docket No.: TSCA-08-2022-0006

IN THE MATTER OF:)
)
Paramount Construction & Remodeling LLC)
7553 Alderson Avenue)
Billings, Montana 59106)
)
Respondent.)

EXPEDITED SETTLEMENT AGREEMENT

Complainant, the authorized representative of the United States Environmental Protection Agency, Region 8, and Respondent, Paramount Construction & Remodeling LLC, by its undersigned representative, hereby consent and agree as follows:

I. AUTHORITY

1. This Expedited Settlement Agreement (the Agreement) is being entered into by the EPA, by its duly delegated officials, and by 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.

II. STATUTORY AND REGULATORY BACKGROUND

3. As directed by section 402(c) of TSCA, the EPA promulgated the Renovation, Repair, and Painting (RRP) Rule, codified at 40 C.F.R. part 745, subpart E, with the purpose of protecting the public from lead-based paint hazards associated with renovation, repair, and painting activities.
4. The RRP Rule requires that individuals performing renovations for compensation in target housing are properly trained, renovators and firms that perform renovations are certified, and the work practice standards at 40 C.F.R. § 745.85 are followed during renovations.
5. Firms performing renovations on target housing must apply to the EPA for certification pursuant to 40 C.F.R. § 745.85(a).
6. Firms performing renovations on target housing must retain all records necessary to demonstrate compliance with the RRP Rule for a period of three (3) years following the completion of the renovation activities, as required by 40 C.F.R. § 745.86(a).

7. "Target housing" means any housing constructed prior to 1978, except for housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any zero-bedroom dwelling. 15 U.S.C. § 2681(17).
8. "Renovation" means the modification of any existing structure, or portion thereof, that results in the disturbance of painted surfaces, unless that activity is performed as part of an abatement as defined at 40 C.F.R. § 745.223. 40 C.F.R. § 745.83.
9. Failure to comply with any provision of the RRP Rule, 40 C.F.R. part 745, subpart E, constitutes a violation of section 409 of TSCA, 15 U.S.C. § 2689. Section 16 of TSCA, 15 U.S.C. § 2615, as modified by 40 C.F.R. part 19, authorizes the EPA to assess a civil penalty of up to \$41,056 for each violation of section 409. 85 Fed. Reg. 1,754 (Dec. 23, 2020).

III. RESPONDENT

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

IV. ALLEGED VIOLATIONS

12. On March 30 and June 16, 2021, the EPA sent Respondent information requests regarding Respondent's work on residential property construction prior to 1978 to determine Respondent's compliance with the RRP Rule, 40 C.F.R. part 745, subpart E.
13. On May 27 and June 26, 2021, the EPA received Respondent's responses to these information requests.
14. According to Respondent's responses, within the last three years, Respondent worked on three residential properties constructed prior to 1978 that are "target housing" as that term is defined in section 401 of TSCA, 15 U.S.C. § 2681.
15. Respondent conducted a "renovation" as that term is defined at 40 C.F.R. § 745.83, by performing window installation and remodel work.
16. 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).
17. Respondent's failure to obtain initial certification constitutes a violation of 40 C.F.R. § 745.81(a)(2)(ii) and section 409 of TSCA, 15 U.S.C. § 2689.
18. The EPA found that Respondent was unable to provide records documenting compliance with the RRP Rule for work on target housing, as required by 40 C.F.R. § 745.86(a).
19. Respondent's failure to keep records demonstrating compliance with the RRP Rule constitutes a violation of 40 C.F.R. § 745.86(a) and sections 15 and 409 of TSCA, 15 U.S.C. §§ 2614, 2689.

V. SETTLEMENT

20. 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.
 21. 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).
 22. By signing this Agreement, Respondent certifies that (1) the alleged violations listed in paragraphs 13 through 19 have been corrected, and (2) Respondent is submitting payment of the civil penalty as described below:
 - a. Within twenty-one (21) calendar days of receipt of this Agreement, Respondent must pay the civil penalty using any method provided on the following website:
<https://www.epa.gov/financial/makepayment>;
 - b. **The following payment tracking number for this Agreement must be included on either the check or as directed where to notate the EPA document number: ESA-R8-2022**
 - c. Within 24 hours of payment, email proof of payment to Britta Copt at copt.britta@epa.gov ("proof of payment" means, as applicable, an electronic copy of the check, confirmation of credit card or debit card payment, confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate payment has been made according to the EPA requirements, in the amount due, and identified with the docket number that appears on the final order).
 23. The signed Agreement must be received by EPA, no later than twenty-one (21) calendar days after Respondent's receipt of the Agreement. The signed Agreement must be sent by certified mail to:

Britta Copt (8ENF-AT-P)
US EPA Region 8
1595 Wynkoop Street
Denver, Colorado 80202-1129
- Immediately after signing the Agreement, email a copy to Britta Copt at copt.britta@epa.gov.
24. 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.
 25. 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.
26. 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 alleged in this Agreement.
27. 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.
28. 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 Agreement may be withdrawn without prejudice to the EPA's ability to file an enforcement action for the violations alleged in the Agreement.
29. 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, shall not alter Respondent's responsibilities under this Agreement. This Agreement contains all terms of the settlement agreed to by the Parties.
30. 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.
31. Nothing in this Agreement shall relieve Respondent of the duty to comply with TSCA and its implementing regulations.
32. The Parties agree to submit this Agreement to the Regional Judicial Officer with a request that it be incorporated into a final order.

33. The parties consent to service of this Agreement and any final order approving it by e-mail at the following valid e-mail addresses: copt.britta@epa.gov (for Complainant), and paramountconstruction.mt@gmail.com (for Respondent).

The foregoing Expedited Settlement Agreement In the Matter of Paramount Construction & Remodeling LLC, is hereby stipulated, agreed, and approved for entry.


**UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 8,**

Date: 4-15-2022

By: 
David Cobb, Section Chief
Toxics and Pesticides Enforcement Section
Enforcement and Compliance Assurance Division
For the Complainant.

**Paramount Construction & Remodeling LLC
Respondent**

Date: 03-20-2022

By: 
Printed Name: Scot Eenhuis

CERTIFICATE OF SERVICE

The undersigned certifies that the attached **EXPEDITED SETTLEMENT AGREEMENT** and the **FINAL ORDER** in the matter of **PARAMOUNT CONSTRUCTION & REMODELING LLC; DOCKET NO.: TSCA-08-2022-0006** were sent via certified receipt email on April 21, 2022, to:

Respondent

Scot Eenhuis
Paramount Construction & Remodeling LLC
paramountconstruction.mt@gmail.com

EPA Region 8

Shaula Eakins
Enforcement Attorney
Office of Regional Counsel

Britta Copt
TSCA Enforcement Officer

EPA Financial Center

Jessica Chalifoux
U. S. Environmental Protection Agency
Cincinnati Finance Center
Chalifoux.Jessica@epa.gov

April 21, 2022

Kate Tribbett
Acting Regional Hearing Clerk