

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

In the Matter of:	:
	:
Heiler Painting, LLC	: U.S. EPA Docket No. TSCA-03-2021-0074
650 Painter Street, Suite 1	:
Media, Pennsylvania 19063	:
	: Proceeding under Sections 16(a) and 409 of the
Respondent.	: Toxic Substances Control Act, 15 U.S.C.
	: Sections 2615(a) and 2689.

CONSENT AGREEMENT

PRELIMINARY STATEMENT

1. This Consent Agreement is entered into by the Director of the Enforcement & Compliance Assurance Division, U.S. Environmental Protection Agency, Region III (“Complainant”) and Heiler Painting, LLC (“Respondent”) (collectively the “Parties”), pursuant to Section 16(a) and 409 of the Toxic Substances Control Act (“TSCA” or the “Act”), 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. TSCA authorizes the Administrator of the U.S. Environmental Protection Agency to assess penalties and undertake other actions required by this Consent Agreement. The Administrator has delegated this authority to the Regional Administrator who, in turn, has delegated it to the Complainant. This Consent Agreement and the attached Final Order (hereinafter jointly referred to as the “CAFO”) resolve Complainant’s civil penalty claims against Respondent under TSCA arising from violations, alleged herein, of the Residential Property Renovation regulations promulgated at 40 C.F.R. Part 745, Subpart E.
2. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant hereby simultaneously commences and resolves this administrative proceeding.

JURISDICTION

3. The U.S. Environmental Protection Agency has jurisdiction over the above-captioned matter, as described in Paragraph 1, above.

4. The Consolidated Rules of Practice govern this administrative adjudicatory proceeding pursuant to 40 C.F.R. § 22.1(a)(5) and 22.4.

GENERAL PROVISIONS

5. For purposes of this proceeding only, Respondent admits the jurisdictional allegations set forth in this CAFO.
6. Except as provided in Paragraph 5, above, Respondent neither admits nor denies the specific factual allegations set forth in this Consent Agreement.
7. 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.
8. For purposes of this proceeding only, Respondent hereby expressly waives its right to contest the allegations set forth in this CAFO and waives its right to appeal the accompanying Final Order.
9. Respondent consents to the assessment of the civil penalty stated herein, to the issuance of any specified compliance order herein, and to any conditions specified herein.
10. Respondent shall bear its own costs and attorney's fees in connection with this proceeding.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

11. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(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.
12. Congress passed the Residential Lead-Based Paint Hazard Reduction Act of 1992 (known as "Title X"), 42 U.S.C. §§ 4851 to 4856, to address the need to control exposure to lead-based paint hazards. Title X amended TSCA by adding Subchapter IV - Lead Exposure Reduction. TSCA Sections 401 to 412, 15 U.S.C. § § 2681 to 2692.
13. Section 409 of TSCA, 15 U.S.C. § 2689, makes it unlawful for any person to fail to comply with, among other things, any rule promulgated pursuant to Section 402 of TSCA, 15 U.S.C. § 2682.
14. Pursuant to Section 402(c)(3) of TSCA, 15 U.S.C. § 2682(c)(3), EPA promulgated regulations applicable to renovation or remodeling activities in target housing, public buildings constructed before 1978, and commercial buildings that create lead-based paint hazards. These regulations are codified at 40 C.F.R. Part 745, Subpart E, Residential Property Renovation, also known as the Renovation, Repair, and Painting Program Rule ("RRP Rule").

15. The purpose of the RRP Rule is to ensure that owners and occupants of target housing and child-occupied facilities receive information on lead-based paint hazards before renovations performed for compensation begin, that individuals performing such renovations are certified, and that specified work practice standards are followed during such renovations. 40 C.F.R. § 745.80.
16. The term “person” is defined at 40 C.F.R. § 745.83 to mean “any natural or judicial person including any individual, corporation, partnership, or association; any Indian Tribe, State, or political subdivision thereof; any interstate body; and any department, agency, or instrumentality of the Federal Government.”
17. The term “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; a Federal, State, Tribal or local government agency; or a nonprofit organization.”
18. The term “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, unless that activity is performed as part of an abatement as defined by 40 C.F.R. § 745.223.”
19. The term “target housing” is defined at Section 401(17) of TSCA, 15 U.S.C. § 2681(17), to mean “any housing constructed prior to 1978, except 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 for the elderly or persons with disabilities) or any 0-bedroom dwelling.”
20. Respondent is a Pennsylvania corporation that performs residential and commercial interior and exterior painting services, including surface preparation and scraping, cleaning, power washing, restoration, and other related activities. Respondent currently does business from an office located 650 Painter Street, Suite 1, Media, Pennsylvania 19063.
21. Respondent, at all times relevant to the violations alleged in this Consent Agreement, was a “person” and “firm” who performed a “renovation,” as those terms are defined at 40 C.F.R. § 745.83, at each of the following ten properties, collectively referred to herein as “Renovation Properties”:

315 Maple Avenue, Wyncote, PA	735 Westview St., Philadelphia, PA
310 Woodside Ave, Narberth, PA	218 E. Sedgwick St., Philadelphia, PA
1018 Clivedon St., Philadelphia, PA	3913 Netherfield Rd., Philadelphia, PA
412 Pembroke Rd., Bala Cynwyd, PA	548 Arlington Ave., Milmont Park, PA
4037 Boonc St., Philadelphia, PA	320 Riverview Rd., Swarthmore, PA
22. The Renovation Properties each were constructed prior to 1978 and are “target housing” as that term is defined in Paragraph 19 above.

23. Respondent entered into a contract with each owner of the individual Renovation Properties for the purpose of undertaking “renovations performed for compensation” pursuant to 40 C.F.R. § 745.82(a). The table below identifies the dates of the relevant renovation contracts.

Property Address	Contract Date
315 Maple Avenue, Wyncote, PA	April 16, 2018
310 Woodside Ave, Narberth, PA	April 24, 2018
1018 Clivedon St., Philadelphia, PA	May 21, 2018
412 Pembroke Rd., Bala Cynwyd, PA	January 18, 2018
4037 Boone St., Philadelphia, PA	October 14, 2017
735 Westview St., Philadelphia, PA	April 17, 2018
218 E. Sedgwick St., Philadelphia, PA	April 17, 2018
3913 Netherfield Rd., Philadelphia, PA	June 15, 2018
548 Arlington Ave., Milmont Park, PA	June 1, 2018
320 Riverview Rd., Swarthmore, PA	April 30, 2018

24. None of the above referenced “renovations performed for compensation” involved a renovation in target housing or a child-occupied facility in which:
- (1) “a written determination ha[d] been made by an inspector or risk assessor . . . that the components affected by the renovation are free of paint or other surface coatings that contain lead equal to or in excess of 1.0 milligrams/per square centimeter. . . ,” as provided at 40 C.F.R. § 745.82(a)(1);
 - (2) “a certified renovator, using an EPA recognized test kit . . . , has tested each component affected by the renovation and determined that the components are free of paint or other surface coatings that contain lead equal to or in excess of 1.0 milligrams/per square centimeter. . . ,” as provided at as provided at 40 C.F.R. § 745.82(a)(2); or
 - (3) “a certified renovator has collected a paint chip sample from each painted component affected by the renovation and a laboratory recognized by EPA . . . has determined that the samples are free of paint or other surface coatings that contain lead equal to or in excess of 1.0 milligrams/per square centimeter. . . ,” as provided at 40 C.F.R. § 745.82(a)(3).
25. On September 12, 2018, EPA received a complaint from a citizen witness alleging that Respondent was not following lead-safe work practices while conducting renovation activities at the Renovation Property located at 315 Maple Avenue in Wyncote, Pennsylvania (“315 Maple Avenue Property”). The complaint specified that Respondent’s use of grinding tools on the house, on about September 12, 2018, was causing dust clouds of lead paint.
26. On September 19, 2018, EPA received a completed declaration form from the citizen

witness, describing the alleged unsafe work practices that they observed, and including photographs and a video depicting Respondent's exterior renovation activities at the 315 Maple Avenue Property.

27. On September 20, 2018, EPA sent a notice to Respondent to establish an inspection date, and on September 25, 2018, EPA contacted Respondent by telephone to confirm an October 4, 2018 inspection date and request that Respondent make available at the inspection a list of contracts and/or statements of work for renovations performed at pre-1978 properties during the year preceding EPA's notice.
28. On October 4, 2018, two duly authorized EPA Inspectors conducted an inspection of Respondent's records and interviewed Respondent's president at Respondent's office, then located at 522 Ellis Avenue, Darby, Pennsylvania, to determine Respondent's level of compliance with the RRP Rule ("Records Inspection"). During the Records Inspection, Respondent was unable to produce certain records required by 40 C.F.R. § 745.86(b)(6), including documentation that Respondent's employees received training to comply with the RRP Rule, and documentation that Respondent performed the post-renovation cleaning verification described in § 745.85(b).

Count 1
Employing Prohibited and Restricted Work Practices

29. The allegations of Paragraphs 1 through 28 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
30. Pursuant to 40 C.F.R. § 745.85(a)(3)(ii), prohibited and restricted renovation activity work practices include: "[t]he 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 . . . 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."
31. Respondent's renovation at the 315 Maple Avenue Property identified in Paragraph 23 above, on about September 12, 2018, employed the use of machines designed to remove paint or other surface coatings through high speed operation, including sanding and grinding, which did not have the required shrouds or containment systems, and which were not equipped HEPA vacuum attachment to collect dust and debris at the point of generation as required by 40 C.F.R. § 745.85(a)(3)(ii).
32. Respondent's acts or omissions described in paragraph 31 above constitute a violation of 40 C.F.R. § 745.85(a)(3)(ii) and Section 409 of TSCA, 15 U.S.C. § 2689.

Count 2
Failure to Cover the Ground

33. The allegations of Paragraphs 1 through 32 of this Consent Agreement are incorporated

by reference herein as though fully set forth at length.

34. Pursuant to 40 C.F.R. § 745.85(a)(2)(ii)(C), which pertains to exterior renovations, firms are required to “[c]over 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.”
35. Respondent failed to cover the ground a sufficient distance to collect falling paint debris during the renovation it performed on the exterior of the 315 Maple Avenue Property, identified in Paragraph 23 above.
36. Respondent's acts or omissions described in paragraph 35 above constitute a violation of 40 C.F.R. § 745.85(a)(2)(ii)(C) and Section 409 of TSCA, 15 U.S.C. § 2689.

Count 3

Failure to Take Required Extra Precautions to Contain Work Area

37. The allegations of Paragraphs 1 through 36 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
38. Pursuant to 40 C.F.R. § 745.85(a)(2)(ii)(D), which pertains to exterior renovations, firms are required to erect vertical containment or equivalent extra precautions in containing the work area, if the renovation will affect surfaces within 10 feet of the property line, to ensure that dust and debris from the renovation does not contaminate adjacent buildings or migrate to adjacent properties.
39. Respondent failed to erect vertical containment or equivalent extra precautions in containing the work area to ensure that dust and debris from the exterior renovation it performed at the 315 Maple Avenue Property, identified in Paragraph 23 above, did not contaminate adjacent buildings or migrate to adjacent properties located within 10 feet of the property line.
40. Respondent's acts or omissions described in paragraph 39 above constitute a violation of 40 C.F.R. § 745.85(a)(2)(ii)(D) and Section 409 of TSCA, 15 U.S.C. § 2689.

Count 4

Failure to Post Required Warning Signs

41. The allegations of Paragraphs 1 through 40 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
42. Pursuant to 40 C.F.R. § 745.85(a)(1), in pertinent part, firms are required to “post signs clearly defining the work area and warning occupants and other persons not involved in renovation activities to remain outside of the work area. To the extent practicable, these

signs must be in the primary language of the occupants. 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. . . .”

43. Respondent failed to post signs clearly defining the work area and warning occupants and other persons not involved in renovation activities to remain outside of the work area during the entire course of the renovation and post-renovation cleaning verification activities conducted by Respondent at the 315 Maple Avenue Property, identified in Paragraph 23 above.
44. Respondent’s acts or omissions described in paragraph 43 above constitute a violation of 40 C.F.R. § 745.85(a)(1) and Section 409 of TSCA, 15 U.S.C. § 2689.

Counts 5 - 14

**Failure to Retain and Make Available to EPA All Necessary Records
to Demonstrate Lead-Safe Work Practices**

45. The allegations of Paragraphs 1 through 44 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
46. 40 C.F.R. § 745.86(a) provides that firms performing renovations must retain and, if requested, make available to EPA all records necessary to demonstrate compliance with this subpart, 40 C.F.R. § 745, Subpart E, for a period of 3 years following completion of the renovation.
47. Pursuant to 40 C.F.R. § 745.86(b)(6), firms performing renovations must retain all records documenting compliance with the work practice standards of 40 C.F.R. § 745.85, including documentation that a certified renovator performed or directed workers who performed tasks described by 40 C.F.R. § 745.85(a), and that the certified renovator performed the post-renovation cleaning verification described in 40 C.F.R. § 745.85(b).
48. At the time of the October 4, 2018 Records Inspection, Respondent did not retain and make available to the EPA records documenting whether a certified renovator performed or directed workers who performed the lead-safe work practices described in 40 C.F.R. § 745.85(a), or records documenting whether Respondent performed the post-renovation cleaning verification described in 40 C.F.R. § 745.85(b), for any of the renovations performed at the ten (10) Renovation Properties, identified in Paragraph 23 above.
49. Respondent's acts or omissions described in paragraph 48 above constitute ten (10) separate violations of 40 C.F.R. § 745.86(a) and Section 409 of TSCA, 15 U.S.C. § 2689.

V. CIVIL PENALTY

50. In settlement of EPA’s claims for civil penalties for the violations alleged in this Consent Agreement, Respondent consents to the assessment of a civil penalty in the amount of TWENTY ONE THOUSAND THREE HUNDRED SIXTY-SIX DOLLARS (\$21,366.00), which Respondent shall be liable to pay in accordance with the terms set

forth below.

51. The civil penalty is based upon EPA's consideration of a number of factors, including the penalty criteria ("statutory factors") set forth in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), including the following: 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"), revised April 2013, the applicable *Graduated Penalty Approach for TSCA RRP Rule and Abatement Rule Enforcement Settlements* issued on September 20, 2019, the appropriate *Adjustment of Civil Monetary Penalties for Inflation*, pursuant to 40 C.F.R. Part 19, and the applicable EPA memoranda addressing EPA's civil penalty policies to account for inflation.
52. Payment of the civil penalty amount, and any associated interest, administrative fees, and late payment penalties owed, shall be made by either cashier's check, certified check or electronic wire transfer, in the following manner:
- a. All payments by Respondent shall include reference to Respondent's name and address, and the Docket Number of this action, *i.e.*, **TSCA-03-2021-0074**;
 - b. All checks shall be made payable to the "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
 - d. For additional information concerning other acceptable methods of payment of the civil penalty amount see: <https://www.epa.gov/financial/makepayment>

- e. A copy of Respondent's check or other documentation of payment of the penalty using the method selected by Respondent for payment shall be sent simultaneously to:

Humane Zia
Assistant Regional Counsel
U.S. EPA, Region III (3RC30)
1650 Arch Street
Philadelphia, PA 19103-2029
Zia.Humane@epa.gov

53. 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 of the penalty as specified herein shall result in the assessment of late payment charges including interest, penalties and/or administrative costs of handling delinquent debts.
54. Payment of the civil penalty is due and payable immediately upon receipt by Respondent of a true and correct copy of the fully executed and filed CAFO. Receipt by Respondent or Respondent's legal counsel of such copy of the fully executed CAFO, with a date stamp indicating the date on which the CAFO was filed with the Regional Hearing Clerk, shall constitute receipt of written initial notice that a debt is owed EPA by Respondent in accordance with 40 C.F.R. § 13.9(a).
55. INTEREST: In accordance with 40 C.F.R. § 13.11(a)(1), interest on the civil penalty assessed in this CAFO will begin to accrue on the date that a copy of the fully executed and filed CAFO is mailed or hand-delivered to Respondent. However, EPA will not seek to recover interest on any amount of the civil penalties 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 rate in accordance with 40 C.F.R. § 13.11(a).
56. ADMINISTRATIVE COSTS: The costs of the EPA's administrative handling of overdue debts will be charged and assessed monthly throughout the period a debt is overdue. 40 C.F.R. § 13.11(b). Pursuant to Appendix 2 of EPA's *Resources Management Directives – Case 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.
57. LATE PAYMENT PENALTY: A late payment penalty of six percent per year will be assessed monthly on any portion of the civil penalty that 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).

58. Respondent agrees not to deduct for federal tax purposes the civil penalty assessed in this CAFO.

GENERAL SETTLEMENT CONDITIONS

59. By signing this Consent Agreement, Respondent acknowledges that this CAFO will be available to the public and represents that, to the best of Respondent's knowledge and belief, this CAFO does not contain any confidential business information or personally identifiable information from Respondent.
60. Respondent certifies that any information or representation it has supplied or made to EPA concerning this matter was, at the time of submission true, accurate, and complete and that there has been no material change regarding the truthfulness, accuracy or completeness of such information or representation. EPA shall have the right to institute further actions to recover appropriate relief if EPA obtains evidence that any information provided and/or representations made by Respondent to the EPA regarding matters relevant to this CAFO, including information about respondent's ability to pay a penalty, are false or, in any material respect, inaccurate. This right shall be in addition to all other rights and causes of action that EPA may have, civil or criminal, under law or equity in such event. Respondent and its officers, directors and agents 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.

CERTIFICATION OF COMPLIANCE

61. Respondent certifies to EPA, upon personal investigation and to the best of its knowledge and belief, that it currently is in compliance with regard to the violations alleged in this Consent Agreement.

OTHER APPLICABLE LAWS

62. Nothing in this CAFO shall relieve Respondent of its obligation to comply with all applicable federal, state, and local laws and regulations, nor shall it restrict EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on the validity of any federal, state or local permit. This CAFO does not constitute a waiver, suspension, or modification of the requirements of TSCA or any regulations promulgated thereunder.

RESERVATION OF RIGHTS

63. This CAFO resolves only EPA's claims for civil penalties for the specific violations alleged against Respondent in this CAFO. 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. 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). EPA reserves any rights and

remedies available to it under TSCA, the regulations promulgated thereunder and any other federal law or regulation to enforce the terms of this CAFO after its effective date.

EXECUTION /PARTIES BOUND

64. This CAFO shall apply to and be binding upon the EPA, the Respondent and the officers, directors, employees, contractors, successors, agents and assigns of Respondent. By his or her signature below, the person who signs this Consent Agreement on behalf of Respondent is acknowledging that he or she is fully authorized by the Respondent to execute this Consent Agreement and to legally bind Respondent to the terms and conditions of this CAFO.

EFFECTIVE DATE

65. The effective date of this CAFO is the date on which the Final Order, signed by the Regional Administrator of EPA, Region III, or his/her designee, the Regional Judicial Officer, is filed along with the Consent Agreement with the Regional Hearing Clerk pursuant to the Consolidated Rules of Practice.

ENTIRE AGREEMENT

66. This CAFO constitutes the entire agreement and understanding between the Parties regarding settlement of all claims for civil penalties 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.

For Respondent: Heiler Painting, LLC

Date: 3/10/21

By: 

Tom Heiler
Owner

For the Complainant:

After reviewing the Consent Agreement and other pertinent matters, I, the undersigned Director of the Enforcement and Compliance Assurance Division of the United States Environmental Protection Agency, Region III, agree to the terms and conditions of this Consent Agreement and recommend that the Regional Administrator, or his/her designee, the Regional Judicial Officer, issue the attached Final Order.

Date: _____

By: _____

Karen Melvin
Director, Enforcement and Compliance
Assurance Division
U.S. EPA – Region III
Complainant

Attorney for Complainant:

Date: _____

By: _____

Humane L. Zia
Assistant Regional Counsel
U.S. EPA – Region III

**BEFORE THE UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION III**

In the Matter of:

**Heiler Painting, LLC
650 Painter Street, Suite 1
Media, Pennsylvania 19063**

Respondent

EPA Docket No. TSCA-03-2021-0074

FINAL ORDER

**Proceeding under Sections 16(a) and
409 of the Toxic Substances Control
Act, 15 U.S.C. Sections 2615(a) and
2689**

FINAL ORDER

Complainant, the Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency, Region III, and Respondent, Heiler Painting, 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, with specific reference to Sections 22.13(b) and 22.18(b)(2) and (3). The terms of the foregoing Consent Agreement are accepted by the undersigned and incorporated into this Final Order as if fully set forth at length herein.

Based upon the representations of the parties in the attached Consent Agreement, the penalty agreed to therein is based upon consideration of, *inter alia*, the penalty criteria set forth in Section 16(a)(2)(B) of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. § 2615(a)(2)(B), the *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 (revised April 5, 2013), and EPA’s *Graduated Penalty Approach for TSCA RRP Rule and Abatement Rule Enforcement Settlements*, dated September 20, 2019. Complainant also has considered the appropriate *Adjustment of Civil Monetary Penalties for Inflation*, pursuant to 40 C.F.R. Part 19, and the applicable EPA memoranda addressing EPA’s civil penalty policies to account for inflation.

NOW, THEREFORE, PURSUANT TO Sections 16(a) and 409 of TSCA, 15 U.S.C. §§ 2615(a) and 2689, and Section 22.18(b)(3) of the Consolidated Rules of Practice, **IT IS HEREBY ORDERED** that Respondent pay a civil penalty in the amount of ***TWENTY-ONE THOUSAND THREE HUNDRED SIXTY-SIX DOLLARS (\$21,366.00)***, in accordance with the payment provisions set forth in the Consent Agreement, and comply with the terms and conditions of the Consent Agreement.

This Final Order constitutes the final Agency action in this proceeding. This Final Order shall not in any case affect the right of the Agency or the United States to pursue appropriate injunctive or other equitable relief, or criminal sanctions for any violations of the law. This Final Order resolves only those causes of action alleged in the Consent Agreement and does not waive, extinguish, or otherwise affect Respondent's obligation to comply with all applicable provisions of TSCA and the regulations promulgated thereunder.

The effective date of the attached Consent Agreement and this Final Order is the date on which this Final Order is filed with the Regional Hearing Clerk.

Date

Joseph J. Lisa
Regional Judicial and Presiding Officer
U.S. EPA Region III