

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

REGIONAL HEARING CLERK
EPA REGION III, PHILA. PA

2016 JUN -2 AM 8:46

RECEIVED

In the Matter of:	:	Consent Agreement and
The Window Men, Inc.	:	Final Order
5218 Fort Avenue	:	U.S. EPA Docket Number
Lynchburg, VA 25402,	:	TSCA-03-2016-0115
Respondent.	:	Proceeding under Sections 16(a) and
	:	409 of the Toxic Substances Control
	:	Act, 15 U.S.C. §§ 2615(a) and 2689
	:	

CONSENT AGREEMENT

I. PRELIMINARY STATEMENT

1. This Consent Agreement is entered into by the Director of the Land and Chemicals Division, U. S. Environmental Protection Agency, Region III (“Complainant” or “EPA” or “Agency”) and The Window Men, Inc. (“Respondent”), pursuant to Sections 16(a) and 409 of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. §§ 2615(a) and 2689, the federal regulations set forth at 40 C.F.R. Part 745, Subpart E, 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)).
2. The violations cited herein pertain to the Respondent’s alleged failure, to comply with requirements of 40 C.F.R. Part 745, and Section 409 of TSCA, 15 U.S.C. § 2689.
3. 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, 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

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

III. GENERAL PROVISIONS

5. 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".
6. Except as provided in Paragraph 5 of this Consent Agreement, for purposes of this proceeding, Respondent neither admits nor denies the factual allegations and legal conclusions 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 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.
9. Respondent consents to the issuance of this CAFO and agrees to comply with its terms and conditions.
10. Each Party to this Consent Agreement shall bear its own costs and attorney's fees.

IV. FINDINGS OF FACT AND CONCLUSIONS OF LAW

11. Congress passed the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the Act), 42 U.S.C. §§ 4851 to 4856, to address the need to control exposure to lead-based paint hazards. The Act amended TSCA by adding *Subchapter IV – Lead Exposure Reduction*, TSCA Section 401 to 412, 15 U.S.C. §§ 2681 to 2692.
12. Section 402(c) of TSCA, 15 U.S.C § 2682, required the Administrator of EPA to promulgate regulations for the certification of individuals engaged in renovation or remodeling activities in target housing, public buildings built before 1978, and commercial buildings.
13. Section 407 of TSCA, 15 U.S.C. § 2687 required that the regulations promulgated by the Administrator include such record keeping and reporting requirements as may be necessary to insure the effective implementation of TSCA Subchapter IV.
14. EPA promulgated the Renovation, Repair and Painting Rule (the "RRP Rule") codified at 40 C.F.R. Part 745, Subpart E, Residential Property Renovation.
15. Under the RRP rule, each person who performs for compensation, a renovation of target housing or a child-occupied facility must be trained and certified by an EPA accredited training provider to conduct renovation, remodeling and or painting activities in target housing and or child-occupied facilities or must be employed by an EPA-certified renovation firm.

16. 40 C.F.R. § 745.83 defines “person” 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. 40 C.F.R. § 745.83 defines “renovation” 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. The term “renovation” includes (but is not limited to): the removal, modification or repair of painted surfaces or painted components (e.g., modification of painted doors, surface restoration, window repair, surface preparation activity (such as sanding, scraping, or other such activities that may generate paint dust)); the removal of building components (e.g., walls, ceilings, plumbing, windows); weatherization projects (e.g., cutting holes in painted surfaces to install blown-in insulation or to gain access to attics, planning thresholds to install weather stripping), and interim controls that disturb painted surfaces.
18. 40 C.F.R. § 745.83 defines “renovator” to mean an individual who either performs or directs workers who perform renovations. A certified renovator is a renovator who has successfully completed a renovator course accredited by EPA or an EPA-authorized State or Tribal program.
19. Section 401(17) of TSCA, 15 U.S.C. § 263(17), defines “target housing” to mean any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than six (6) years of age resides or is expected to reside in such housing) or any zero-bedroom dwelling.
20. 40 C.F.R. § 745.85(a) requires that renovations must be performed by certified firms, in accordance with 40 C.F.R. § 745.89, using certified renovators in accordance with 40 C.F.R. § 745.90.
21. 40 C.F.R. § 745.83 defines “firm” 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.
22. Failure to comply with any provision of 40 C.F.R. Part 745, Subpart E, of the RRP rule violates Section 409 of TSCA, 15 U.S.C. § 2689, which may subject the violator to administrative penalties under Section 16(a) of TSCA, 15 U.S.C. § 2615(a) and 40 C.F.R. § 745.87(d).
23. Respondent is and at all times referred to herein was a “person” within the meaning of 40 C.F.R. § 745.83.
24. Respondent is a “firm” and a “renovator” as those terms are defined by 40 C.F.R. § 745.83.

25. On or before January 10, 2014, Respondent performed a “renovation” as that term is defined by 40 C.F.R. § 745.83 at 1026 Moreview Drive, Lynchburg, VA 25501 (the “Moreview Drive Renovation”).
26. On January 10 2014, EPA received a tip that a contractor working for the Respondent had not followed the requirements for work practices during the Moreview Drive Renovation.
27. The person providing the tip about 1026 Moreview Drive also provided photographs of the site taken during the Moreview Drive Renovation.
28. Three photographs of the Moreview Drive Renovation showed that contractors working for the Respondent did not post signs clearly defining the work area and warning occupants and other persons not involved in the renovation activities to remain outside of the work area.
29. One photograph of the Moreview Drive Renovation showed that contractors working for the Respondent did not cover the outside surface with taped down plastic sheeting or impermeable material in the work area six feet beyond the perimeter of surfaces undergoing renovation.
30. One photograph of the Moreview Drive Renovation shows that contractor working for the Respondent did not contain waste from renovation activities in order to prevent releases of dust and debris before the waste was removed from the work area for storage or disposal.
31. The person providing the tip about 1026 Moreview Drive also provided two photographs of the home at 323 Oakridge Boulevard, Lynchburg, VA 25501.
32. On or before November 8, 2014, Respondent performed a “renovation” as that term is defined by 40 C.F.R. § 745.83 at 323 Oakridge Boulevard, Lynchburg, VA 25501 (the “Oakridge Boulevard Renovation”).
33. Two photographs of 323 Oakridge Boulevard show that contractor working for the Respondent did not contain waste from renovation activities in order to prevent releases of dust and debris before the waste was removed from the work area for storage or disposal.
34. On March 19, 2014, a duly authorized EPA inspector conducted an inspection at Respondent’s place of business to determine Respondent’s level of compliance with the RRP Rule.
35. During the inspection, the inspector collected renovation contracts for renovations conducted at three sites with target housing (“three housing sites”).
36. The inspectors found that on or about April 15, 2013, Respondent signed a contract to perform a renovation on one of the three housing sites, a property located at 714

Bobwhite Road, Amherst, VA 24521.

37. The inspectors found that on or about August 24, 2013, Respondent signed a contract to perform a renovation on one of the three housing sites, a property located at 2401 Park Avenue, Lynchburg, VA 25501.
38. The inspectors found that on or about July 31, 2013, Respondent signed a contract to perform a renovation on one of the three housing sites, a property located at 111 Briarwood Street, Lynchburg, VA 25501.
39. Each of the properties described in Paragraphs 36, 37, and 38 above is “target housing” as that term is defined by Section 401(17) of TSCA, 15 U.S.C. § 2681, because each was constructed before 1978.
40. In the Respondent’s files for the properties listed in Paragraphs 36, 37, and 38, the inspectors found that the Respondent did not have records showing that it had provided the property owners with EPA’s Lead Hazard Information Pamphlet.
41. In the Respondent’s files for the properties listed in Paragraphs 36, 37, and 38, the inspectors found that the Respondent did not have any records showing that it had performed all of the lead-safe work practices described in 40 C.F.R. § 745.85(a) and did not have any records showing that it had performed at the three target housing sites all the post-renovation cleaning described in 40 C.F.R. § 745.85(b).

V. VIOLATIONS

Count I

42. The allegations contained in Paragraphs 1 through 41 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
43. 40 C.F.R. § 745.85(a)(1) requires that renovators post signs clearly defining the work area and warning occupants and other persons not involved in the renovation activities to remain outside of the work area.
44. Three photographs of the Moreview Drive Renovation showed that contractors working for the Respondent did not post signs clearly defining the work area and warning occupants and other persons not involved in the renovation activities to remain outside of the work area.
45. Respondent’s failure to post signs clearly defining the work area and warning occupants and other persons not involved in the renovation activities to remain outside of the work area is a violation of Section 409 of TSCA, 15 U.S.C. § 2689, which subjects Respondent to civil penalties under Section 16 of TSCA, 15 U.S.C. § 2615.

Count II

46. The allegations contained in Paragraphs 1 through 45 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
47. 40 C.F.R. § 745.85(a)(2)(i)(D) requires that renovators cover the outside surface with taped down plastic sheeting or impermeable material in the work area six feet beyond the perimeter of surfaces undergoing renovation.
48. Three photographs of the Moreview Drive Renovation showed that contractors working for the Respondent did not cover the outside surface with taped down plastic sheeting or impermeable material in the work area six feet beyond the perimeter of surfaces undergoing renovation.
49. Respondent's failure to cover the outside surface with taped down plastic sheeting or impermeable material in the work area six feet beyond the perimeter of surfaces undergoing renovation is a violation of Section 409 of TSCA, 15 U.S.C. § 2689, which subjects Respondent to civil penalties under Section 16 of TSCA, 15 U.S.C. § 2615.

Count III-IV

50. The allegations contained in Paragraphs 1 through 49 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
51. 40 C.F.R. § 745.85(a)(4)(i) requires that renovators must contain waste from renovation activities to prevent releases of dust and debris before the waste is removed from the work area for storage or disposal.
52. One photograph of the Moreview Drive Renovation and two photographs of the Oakridge Boulevard Renovation show that contractors working for the Respondent did not contain waste from renovation activities to prevent releases of dust and debris before the waste was removed from the work area for storage or disposal.
53. Respondent's failures to contain waste from renovation activities to prevent releases of dust and debris before the waste was removed from the work area for storage or disposal are violations of Section 409 of TSCA, 15 U.S.C. § 2689, which subjects Respondent to civil penalties under Section 16 of TSCA, 15 U.S.C. § 2615.

Counts V-VII

54. The allegations contained in Paragraphs 1 through 53 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
55. Pursuant to 40 C.F.R. § 745.86, firms performing renovations must retain and, if requested, make available to EPA all records necessary to demonstrate compliance with RRP Rule for a period of three (3) years following completion of the renovation.

56. 40 C.F.R. § 745.84(a)(1)(i) requires renovators to provide the owners of target housing with EPA's Lead Hazard Information Pamphlet.
57. The Respondent's files for the properties listed in Paragraphs 36, 37, and 38 did not have records showing that it had provided the property owners with EPA's Lead Hazard Information Pamphlet.
58. Respondent's failures to provide the property owners of the properties listed in Paragraphs 36, 37, and 38 with EPA's Lead Hazard Information Pamphlet are violations of Section 409 of TSCA, 15 U.S.C. § 2689, which subjects Respondent to civil penalties under Section 16 of TSCA, 15 U.S.C. § 2615.

Counts VIII-X

59. The allegations contained in Paragraphs 1 through 58 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
60. Pursuant to 40 C.F.R. § 745.86(b), Respondent is required to retain and provide documentation of compliance with the work practice standards found in 40 C.F.R. § 745.85(a) and the post renovation cleaning verification standards found in 40 C.F.R. § 745.85(b).
61. During the March 19, 2014 inspection, the Respondent did not provide and the inspectors did not find records showing that the Respondent had performed all of the lead-safe work practices described in 40 C.F.R. § 745.85(a) and any records showing that it had performed all the post-renovation cleaning described in 40 C.F.R. § 745.85(b) for the properties listed in Paragraphs 36, 37, and 38.
62. Respondent's failure to provide and/or retain records documenting compliance with 40 C.F.R. § 745.85(a) at the three housing sites are violations of 40 C.F.R. § 745.86.
63. Respondent's failure to provide and/or retain records are violations of Section 409 of TSCA, 15 U.S.C. § 2689, which subjects Respondent to civil penalties under Section 16 of TSCA, 15 U.S.C. § 2615.

VI. CIVIL PENALTY

64. 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 nine thousand dollars (\$9,000.00) which Respondent shall be liable to pay in accordance with the terms set forth below. Such 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.

65. The aforesaid settlement amount is based upon Complainant'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 the 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 *Lead-Based Paint Consolidated Enforcement Response Policy*, and 40 C.F.R. Part 19.

66. Payment of the civil penalty amount described in Paragraph 64, 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 its name and address, and the Docket Number of this action, *i.e.*, TSCA-03-2016-0115;
- 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
P.O. Box 979077
St. Louis, MO 63197-9000

Contact: Craig Steffen 513-487-2091

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

US Environmental Protection Agency
Government Lockbox 979077
1005 Convention Plaza
SL-MO-C2-GL
St. Louis, MO 63101

Contact: Craig Steffen 513-487-2091

- e. All payments made by check in any currency drawn on banks with no USA branches shall be addressed for delivery to:

Cincinnati Finance
U.S. EPA, MS-NWD

26 W ML King Drive
Cincinnati, OH 45268-0001

- f. All electronic payments made through Fedwire (generally for foreign payments) shall be directed to:

Federal Reserve Bank of New York
ABA: 021030004
Account: 68010727
SWIFT address: FRNYUS33
33 Liberty Street
New York, NY 10045
Beneficiary: US Environmental Protection Agency

- g. All electronic payments made through the automated clearinghouse (ACH) using the US Treasury's Vendor Express Program shall be directed to:

US Treasury REX / Cashlink ACH Receiver
ABA = 051036706
Account No.: 310006, Environmental Protection Agency
CTX Format Transaction Code 22 - Checking

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

Contact customer assistance at the closest Regional Finance Center for more information about Vendor Express. See <http://fms.treas.gov/aboutfms/locations.html> for the locations of centers.

- h. On-Line Payment Option for credit and debit card payments:

WWW.PAY.GOV

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

- i. Additional payment guidance is available at:

<http://www2.epa.gov/financial/makepayment>

- j. Copies of all checks and/or copies of all electronic fund transfers made in payment of the penalty described in Paragraph 64 shall be sent simultaneously to:

Philip Yeany
Senior Assistant Regional Counsel
U.S. Environmental Protection Agency

Region III (Mail Code 3RC50)
1650 Arch Street
Philadelphia, PA 19103

and

Ms. Lydia Guy
Regional Hearing Clerk
U.S. Environmental Protection Agency
Region III (Mail Code 3RC00)
1650 Arch Street
Philadelphia, PA 19103-2029

67. 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 Final Order shall result in the assessment of late payment charges including interest, penalties, and/or administrative costs of handling delinquent debts.
68. 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 the 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 rate in accordance with 40 C.F.R. §13.11(a).
69. The costs of EPA's administrative handling of overdue debts is 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.
70. A penalty charge of six (6) 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).
71. Respondent agrees not to deduct for federal tax purposes the civil penalty specified in this Consent Agreement and the accompanying Final Order.

VII. EFFECT OF SETTLEMENT

72. 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 V (“Violations”), 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

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

IX. CERTIFICATION OF COMPLIANCE

74. Respondent certifies to Complainant, upon investigation, to the best of its knowledge and belief, that it currently in compliance with the provisions of TSCA, the RRP Rule and 40 C.F.R. Part 745, Subpart E.

X. RESERVATION OF RIGHTS

75. This Consent Agreement and the accompanying Final Order resolve only EPA’s claims for civil monetary penalties for the specific violations alleged in Section V (“Violations”) herein. 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*. Further, EPA reserves any rights and remedies available to it under TSCA, the RRP Rule, the regulations promulgated thereunder, 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

76. This Consent Agreement and the accompanying Final Order shall apply to and be binding upon the EPA, the Respondent, and Respondent’s officers and directors (in their official capacity), successors and assigns. By his or her signature below, the person signing this Consent Agreement on behalf of Respondent acknowledges that he or she is fully authorized to enter into this Consent Agreement and to legally bind Respondent to the terms and conditions of this Consent Agreement and Final Order.

XII. EFFECTIVE DATE

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

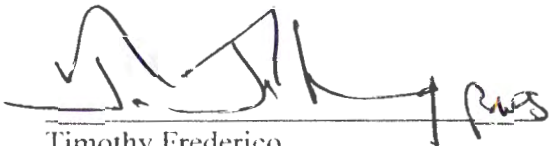
XIII. ENTIRE AGREEMENT

78. 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.

In the Matter of:
The Window Men
EPA Docket No. TSCA-03-2016-0115

For Respondent:

4-6-16
Date



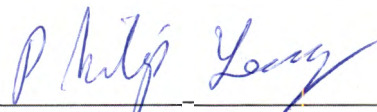
Timothy Frederico
President
The Window Men

In the Matter of:
The Window Men
EPA Docket No. TSCA-03-2016-0115

For Complainant:

4/29/16

Date

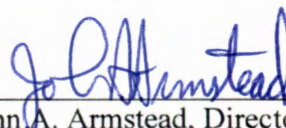


Philip Yeany
Senior Assistant
Regional Counsel

Accordingly, I hereby recommend that the Regional Administrator, or his designee, the Regional Judicial Officer, issue the attached Final Order.

5.27.16

Date



John A. Armstead, Director
Land and Chemicals Division
U.S. EPA Region III
1650 Arch Street
Philadelphia, Pennsylvania 19103

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

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The Window Men, Inc.	:
5218 Fort Avenue	: U.S. EPA Docket Number
Lynchburg, VA 25402,	: TSCA-03-2016-0115
	:
Respondent.	: Proceeding under Sections 16(a) and
	: 409 of the Toxic Substances Control
	: Act, 15 U.S.C. §§ 2615(a) and 2689

FINAL ORDER

Complainant, the Director, Land and Chemicals Division, U.S. Environmental Protection Agency, Region III, and The Window Men, Inc. ("Respondent") 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*, 40 C.F.R. Part 22. The terms of the foregoing Consent Agreement are accepted by the undersigned and incorporated herein as if set forth at length.

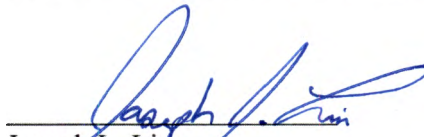
NOW, THEREFORE, PURSUANT TO 40 C.F.R. § 22.18(b)(3) and Sections 16(a) and 409 of the Toxic Substances Control Act ("TSCA"), 15 U.S.C. §§ 2615(a) and 2689, and having determined, based on the representations of the parties in the attached Consent Agreement, that the civil penalty agreed to therein is based upon a 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 nine thousand dollars (\$9,000.00), as set forth in the Consent Agreement, and to comply with the terms and conditions of the Consent Agreement.

The effective date of the foregoing Consent Agreement and this FINAL ORDER

In the Matter of:
The Window Men, Inc.
EPA Docket No. TSCA-03-2016-0115

is the date on which the Consent Agreement and this FINAL ORDER are filed with the EPA Regional Hearing Clerk.

Date: June 1, 2016



Joseph L. Lisa
Regional Judicial Officer
U.S. EPA, Region III

CERTIFICATE OF SERVICE

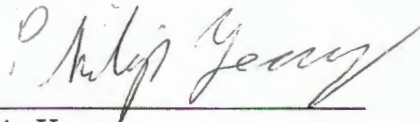
I hereby certify that on this day, I filed with the Regional Hearing Clerk, EPA Region III, the original Consent Agreement and Final Order and the accompanying memorandum to the Regional Judicial Officer. I sent a copy of these documents to the following individual in the manner described below:

By certified mail, return receipt requested:

Chad A. Mooney, Esq.
Petty Livingston Dawson & Richards
725 Church Street
Suite 1200
Lynchburg, VA 24504

Date: _____

6/2/16



Philip Yeany
Senior Assistant Regional Counsel
US EPA Region III

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