

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

In the Matter of:	:
	:
McCormick Renovations, Inc.	:
1917 McCague Street	:
Pittsburgh, Pennsylvania 15218	:
	:
Respondent.	:
	:
	:
	:

**U.S. EPA Docket No. TSCA-03-2020-0083
Proceeding under Sections 16(a) and 409 of the
Toxic Substances Control Act, 15 U.S.C. §§
2615(a) and 2689.**

CONSENT AGREEMENT

PRELIMINARY STATEMENT

1. This Consent Agreement is entered into by the Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency, Region III (“Complainant”) and McCormick Renovations, Inc. (“Respondent”) (collectively the “Parties”), 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. Section 16(a) of TSCA, 15 U.S.C. §§ 2615(a), 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 “Consent Agreement and Final Order”) resolve Complainant’s civil penalty claims against Respondent under TSCA for the violations alleged herein.
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).

GENERAL PROVISIONS

5. For purposes of this proceeding only, Respondent admits the jurisdictional allegations set forth in this Consent Agreement and Final Order.
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 Consent Agreement and Final Order.
8. For purposes of this proceeding only, Respondent hereby expressly waives its right to contest the allegations set forth in this Consent Agreement and Final Order 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 (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 Sections 401 to 412, 15 U.S.C. §§ 2681 to 2692.
13. 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.
14. 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 ensure the effective implementation of TSCA Subchapter IV.
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. Pursuant to 40 C.F.R. § 745.83, the term “firm” means “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.”
17. Pursuant to 40 C.F.R. § 745.83, the term “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 by 40 C.F.R. § 745.223.”
18. Pursuant to Section 401(17) of TSCA, 15 U.S.C. § 2681(17), and 40 C.F.R. § 745.103, the term “target housing” means “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) or any 0-bedroom dwelling.”
19. Respondent is a Pennsylvania corporation that performs carpentry, siding, roofing, additions and concrete work on residential properties. Respondent does business from an office located at 1917 McCague Street, Pittsburgh, Pennsylvania 15218.
20. Respondent is and was, at all times herein relevant, a “person” and a “firm,” that performed a “renovation” as those terms are defined at 40 C.F.R. § 745.83 during 2018, on four residential properties located at: 318 Raymond Street, Pittsburgh, Pennsylvania (“Raymond Residence”); 4122 Davis Avenue, Pittsburgh, Pennsylvania (“Davis Residence”); 2246 Chalmers Way, Pittsburgh, Pennsylvania (“Chalmers Residence”); and 5509 Keenan Drive, Pittsburgh, Pennsylvania (“Keenan Residence”).
21. The Raymond Residence, Davis Residence, Chalmers Residence and Keenan Residence were built before 1978 and are “target housing” as that term is defined in Paragraph 17 above.
22. On or about February 12, 2018, Respondent entered into a written contract to demolish and renovate a bathroom for the purpose of performing a “renovation for compensation,” pursuant to 40 C.F.R. § 745.82(a), at the Raymond Residence.
23. On or about September 27, 2018, Respondent entered into a written contract to renovate a kitchen and bathroom as well as paint the entire home for the purpose of performing a “renovation for compensation,” pursuant to 40 C.F.R. § 745.82(a), at the Davis Residence.
24. On or about September 12, 2018, Respondent entered into a written contract to demolish and renovate a bathroom for the purpose of performing a “renovation for compensation,” pursuant to 40 C.F.R. § 745.82(a), at the Chalmers Residence.

25. On or about June 25, 2018, Respondent entered into a written contract to demolish and renovate a kitchen for the purpose of performing a “renovation for compensation,” pursuant to 40 C.F.R. § 745.82(a), at the Keenan Residence.
26. The “renovation for compensation” activities described in the four preceding paragraphs, which the Respondent contracted to perform at the target housing in 2018, did not involve a renovation in any target housing or in any 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 [we]re 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. . . , ha[d] tested each component affected by the renovation and determined that the components [we]re 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)(2); or
 - (3) “a certified renovator ha[d] collected a paint chip sample from each painted component affected by the renovation and a laboratory recognized by EPA . . . ha[d] determined that the samples [we]re 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).
27. On May 29, 2019, an EPA Inspector conducted a records inspection to determine Respondent’s level of compliance with the RRP Rule.

Count I
**Performing Target Housing Renovation for Compensation
Without Required Firm Certification**

28. The allegations contained in Paragraphs 1 through 27 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
29. Pursuant to 40 C.F.R. § 745.89(a) and 40 C.F.R. § 745.81(a)(2)(ii), a firm must obtain initial certification from EPA to perform renovations on target housing for compensation.
30. During 2018, Respondent performed renovations at the following target housing, without having an EPA firm certification pursuant to the requirements and provisions set forth at 40 C.F.R. § 745.89 and 40 C.F.R. § 745.81(a)(2)(ii): Raymond Residence, Davis Residence, Chalmers Residence and Keenan Residence.

31. Respondent's performance of target housing renovations, without having the required firm certification from EPA constitutes a failure on the part of the Respondent to comply with an applicable RRP Rule requirement of 40 C.F.R. § 745.89 and 40 C.F.R. § 745.81(a)(2)(ii).
32. The Respondent's failure to comply with an applicable 40 C.F.R. § 745.89 and 40 C.F.R. § 745.81(a)(2)(ii) RRP Rule requirement by its performance of the above-described target housing renovations, without having a current 40 C.F.R. § 745.89 lead-safe firm certification from EPA, constitutes a violation of 40 C.F.R. § 745.87(a) and of Section 409 of TSCA, 15 U.S.C. § 2689.

Count II

Failure to Stop Directing Renovations after Lapse in Certification

33. The allegations contained in Paragraphs 1 through 32 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
34. Pursuant to the "firm responsibilities" set forth at 40 C.F.R. § 745.89(d)(1), firms performing renovations must ensure that: "[a]ll individuals performing renovation activities on behalf of the firm are either EPA-certified renovators or have been trained by an EPA-certified renovator in accordance with [40 C.F.R.] § 745.90."
35. Pursuant to the "firm responsibilities" set forth at 40 C.F.R. § 745.89(d)(2), firms performing renovations must ensure that: "[a] certified renovator is assigned to each renovation performed by the firm and discharges all of the certified renovator responsibilities identified in [40 C.F.R.] § 745.90."
36. Pursuant to 40 C.F.R. § 745.81(a)(3), upon expiration of the certification of an EPA certified individual, that individual must stop directing renovations if he or she does not obtain recertification.
37. The renovation activities performed at the following target housing during 2018 were performed by individuals whose EPA renovator certifications had expired on April 14, 2015. Thus, the renovations were not performed by certified renovators, or by individuals trained by a certified renovator, in accordance with 40 C.F.R. § 745.90, and no certified renovator was assigned to the target housing projects by the Respondent to discharge the certified renovator responsibilities identified in 40 C.F.R. § 745.90: Raymond Residence, Davis Residence, Chalmers Residence and Keenan Residence.
38. Respondent's failure to stop performing or directing renovations on target housing upon expiration of its EPA-renovator certifications in this manner, constitutes a failure on the part of the Respondent to comply with applicable RRP Rule requirements of 40 C.F.R. § 745.81(a)(3).
39. The Respondent's failure to comply with applicable RRP Rule requirements of 40 C.F.R. § 745.81(a)(3), by and through its failure to ensure that all individuals who performed

renovation activities were either certified renovators or had been trained by a certified renovator, and its failure to ensure that a certified renovator was assigned to the target housing projects to discharge all of the certified renovator responsibilities identified in 40 C.F.R. § 745.90, constitutes a violation of 40 C.F.R. §745.87(a) and of Section 409 of TSCA, 15 U.S.C. § 2689.

Count III

**Failing to Obtain Timely Written Acknowledgment of
the Target Housing Owner's Receipt of the
EPA-Approved Lead Hazard Information Pamphlet**

40. The allegations contained in Paragraphs 1 through 39 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
41. Pursuant to 40 C.F.R. § 745.84(b)(1), a firm performing a renovation in common areas of multi-unit target housing must provide the owner with the EPA-approved lead hazard information pamphlet entitled "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools" (hereinafter, "EPA Lead-Hazard Information Pamphlet") within 60 days before beginning renovation activities and either: (i) obtain, from the owner, a written acknowledgment that the owner has received the pamphlet; or (ii) obtain a certificate of mailing at least 7 days prior to the renovation.
42. At the time of the inspection, Respondent was unable to provide the EPA Inspector with any written documentation which acknowledged that the following target housing owners had received the required EPA Lead-Hazard Information Pamphlet from the Respondent at any time prior to the Respondent's initiation and performance of renovations at the target housing in 2018: Raymond Residence, Davis Residence, Chalmers Residence and Keenan Residence.
43. Respondent's failure to obtain from the target housing owners a written acknowledgment that the owner had timely received the required EPA Lead-Hazard Information Pamphlet, or to have obtained a certificate of its mailing at least 7 days prior to the renovation, constitutes a failure on the part of the Respondent to comply with an applicable RRP Rule requirement of 40 C.F.R. § 745.84(b)(1).
44. The Respondent's failure to comply with an applicable 40 C.F.R. § 745.81(b)(1) RRP Rule requirement, by and through its failure to obtain a written acknowledgment that the target housing owners had timely received the required EPA Lead-Hazard Information Pamphlet or to have obtained a certificate of its mailing at least 7 days prior to the renovation, constitutes a violation of 40 C.F.R. §745.87(a) and of Section 409 of TSCA, 15 U.S.C. § 2689.

Count IV

**Failing to Retain Records Demonstrating
Compliance with the Work Practice Requirements of 40 C.F.R. § 745.85**

45. The allegations contained in Paragraphs 1 through 44 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
46. Pursuant to 40 C.F.R. § 745.86(a), firms performing renovations are required to retain and, if requested, make available to EPA all records necessary to demonstrate compliance with the RRP regulations promulgated at 40 C.F.R. § 745, Subpart E, for a period of three years following completion of the renovation.
47. Section 40 C.F.R. § 745.86(b) specifies the types of records required to be retained pursuant to 40 C.F.R. § 745.86(a) and includes, but is not limited to, records documenting compliance with the work practice standards of 40 C.F.R. § 745.85(a) and post renovation cleaning verification requirements of 40 C.F.R. § 745.85(b).
48. At the time of the inspection, Respondent had failed to retain records documenting compliance with the RRP regulations promulgated at 40 C.F.R. § 745, Subpart E, including records documenting compliance with the work practice standards of 40 C.F.R. § 745.85(a) or post renovation cleaning verification requirements of 40 C.F.R. § 745.85(b) as required by 40 C.F.R. § 745.86(b)(6) for the renovations performed at the following target housing in 2018: Raymond Residence, Davis Residence, Chalmers Residence and Keenan Residence.
49. Respondent's failure to comply with one of the applicable requirements of 40 C.F.R. § 745.86(a), by and through its failure, to retain records to demonstrate compliance with 40 C.F.R. § 745.85, constitutes a violation of 40 C.F.R. § 745.87(a) and of Section 409 of TSCA, 15 U.S.C. § 2689.

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 Five Thousand Two Hundred Dollars (\$5,200.00), 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 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 *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. Complainant has also considered the appropriate *Adjustment of Civil Monetary Penalties for Inflation*, pursuant to 40 C.F.R. Part 19 and the January 11, 2018 Memoranda by EPA Assistant Administrator Susan Parker Bodine, entitled *Amendments to the EPA's Civil Penalty Policies to Account for Inflation (Effective January 15, 2018) and Transmittal of*

the 2018 Civil Monetary Penalty Inflation Adjustment Rule.

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-03-2020-0083**;
- 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:

T. Chris Minshall
Assistant Regional Counsel
U.S. EPA, Region III (3RC30)
1650 Arch Street
Philadelphia, PA 19103-2029
minshall.chris@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 Consent Agreement and Final Order. Receipt by Respondent or Respondent's legal counsel of such copy of the fully executed Consent Agreement and Final Order, with a date stamp indicating the date on

which the Consent Agreement and Final Order 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 Consent Agreement and Final Order will begin to accrue on the date that a copy of the fully executed and filed Consent Agreement and Final Order 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 Consent Agreement and Final Order.

GENERAL SETTLEMENT CONDITIONS

59. By signing this Consent Agreement, Respondent acknowledges that this Consent Agreement and Final Order will be available to the public and represents that, to the best of Respondent's knowledge and belief, this Consent Agreement and Final Order 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 Consent Agreement and Final Order, 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 Consent Agreement and Final Order 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 Consent Agreement and Final Order does not constitute a waiver, suspension or modification of the requirements of the TSCA, or any regulations promulgated thereunder.

RESERVATION OF RIGHTS

63. This Consent Agreement and Final Order resolves only EPA's claims for civil penalties for the specific violations alleged against Respondent in this Consent Agreement and Final Order. 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 Consent Agreement and Final Order after its effective date.

EXECUTION /PARTIES BOUND

64. This Consent Agreement and Final Order 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 Consent Agreement and Final Order.

EFFECTIVE DATE

65. The effective date of this Consent Agreement and Final Order 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 Consent Agreement and Final Order 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 Consent Agreement and Final Order.

For Respondent: McCormick Renovations, Inc.

Date: 9/9/20

By: 
Daniel McCormick
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: 9/14/20

By: **KAREN
MELVIN**  Digitally signed by KAREN
MELVIN
Date: 2020.09.14 14:15:34
-04'00'

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

Attorney for Complainant:

Date: 9/10/20

By: **THOMAS
MINSHALL**  Digitally signed by
THOMAS MINSHALL
Date: 2020.09.10
09:14:43 -04'00'

T. Chris Minshall
Sr. Assistant Regional Counsel
U.S. EPA – Region III

In the Matter of: McCormick Renovations, Inc.

Docket No.: TSCA-03-2020-0083

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

In the Matter of:	:
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McCormick Renovations, Inc. 1917 McCague Street Pittsburgh, Pennsylvania 15218	: U.S. EPA Docket No. TSCA-03-2020-0083
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	: Proceeding under Sections 16(a) and 409 of the
	: Toxic Substances Control Act, 15 U.S.C. §§
	: 2615(a) and 2689.
Respondent.	:
	:
	:

FINAL ORDER

Complainant, the Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency, Region III, and Respondent, McCormick Renovations, Inc., 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 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 *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. Complainant has also considered the appropriate *Adjustment of Civil Monetary Penalties for Inflation*, pursuant to 40 C.F.R. Part 19 and the January 11, 2018 Memoranda by EPA Assistant Administrator Susan Parker Bodine, entitled *Amendments to the EPA’s Civil Penalty Policies to Account for Inflation (Effective January 15, 2018) and Transmittal of the 2018 Civil Monetary Penalty Inflation Adjustment Rule*.

NOW, THEREFORE, PURSUANT TO Sections 16(a) and 409 of the Toxic

Substances Control Act (“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 **Five Thousand Two Hundred Dollars (\$5,200.00)**, 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 LISA Digitally signed by JOSEPH LISA
Date: 2020.09.15 09:28:18 -04'00'

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



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

In the Matter of: :
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McCormick Renovations, Inc. : U.S. EPA Docket TSCA-03-2020-0083
1917 McCague Street : :
Pittsburgh, Pennsylvania 15218, : Proceeding under Sections 16(a) and 409 of the
: Toxic Substances Control Act,
RESPONDENT. : 15 U.S.C. §§ 2615(a) and 2689
:

CERTIFICATE OF SERVICE

I certify that on 9/15/20, the foregoing *Consent Agreement and Final Order*, was filed with the EPA Region III Regional Hearing Clerk. I further certify that on the date set forth below, I caused to be served a true and correct copy of the foregoing to the following persons, in the manner specified below:

Copy served via **Electronic Mail**, to:

Daniel McCormick
Owner
McCormick Renovations, Inc.
[REDACTED]

Copy served via **Electronic Mail** to:

T. Chris Minshall
Senior Assistant Regional Counsel
Office of Regional Counsel (3RC30)
U.S. EPA, Region III
Minshall.chris@epa.gov
(Attorney for Complainant)

Dated: 9/15/20

BEVIN ESPOSITO

Digitally signed by BEVIN
ESPOSITO
Date: 2020.09.15 11:08:46
-04'00'

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region III

