

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2

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In the Matter of	:	
	:	
CVM Construction Corp., Inc.	:	<u>CONSENT AGREEMENT</u>
	:	<u>AND</u>
	:	<u>FINAL ORDER</u>
	:	
Respondent	:	Docket No.
	:	TSCA-02-2022-9268
	:	
Proceeding under Section 16(a) of	:	
the Toxic Substances Control Act	:	
-----X	:	

PRELIMINARY STATEMENT

This administrative proceeding for the assessment of a civil penalty is instituted pursuant to Section 16(a) of the Toxic Substances Control Act, 15 U.S.C. § 2615(a), as amended, ("TSCA" or "the Act"), and 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 (hereinafter "Consolidated Rules of Practice"). Pursuant to Section 22.13(b) of the Consolidated Rules of Practice, where the parties agree to settlement of one or more causes of action before the filing of an administrative complaint, a proceeding may be simultaneously commenced and concluded by the issuance of a Consent Agreement and Final Order ("CA/FO") pursuant to 40 C.F.R. §§ 22.18(b)(2) and (3).

Section 16(a) of TSCA, 15 U.S.C. § 2615(a), authorizes the Administrator of EPA to enforce against persons who violate TSCA and its implementing regulations. That provision provides, in relevant part, that "[a]ny person who violates a provision of Section 2689 ... of this title [Section 409 of TSCA, 15 U.S.C. § 2689] shall be liable to the United States for a civil

penalty....” EPA alleges that CVM Construction Corp., Inc. (hereinafter “Respondent”) violated Sections 15 and 409 of TSCA, 15 U.S.C. §§ 2615 and 2689, by failing to comply with the federal regulations promulgated pursuant to Subchapter IV of TSCA, 15 U.S.C. §§ 401 – 412, 15 U.S.C. §§ 2681 – 2692, and set forth at 40 C.F.R. Part 745, including the Residential Property Renovation at 40 C.F.R. Part 745, Subpart E (the “Renovation, Repair and Painting (“RRP”)) Rule. Complainant in this proceeding, the Director of the Enforcement and Compliance Assurance Division (“Complainant”) of EPA, Region 2, has been delegated the authority to prosecute this proceeding.

Complainant and Respondent agree, following a series of settlement conferences, that settling this matter by entering into this CA/FO, pursuant to 40 C.F.R. §§ 22.13(b), 22.18(b)(2) and 22.18(b)(3) of the Consolidated Rules of Practice, is an appropriate means of resolving this matter without further litigation.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Respondent CVM Construction Corp. is a corporation organized under the laws of New York State.
2. Respondent’s primary place of business is located at 34-35 56th Street, Woodside, New York 11377.
3. Respondent is engaged primarily in the business of residential construction.
4. Respondent is a “firm” as that term is defined at 40 C.F.R. § 745.83, with EPA Firm Certification No. NAT-F-162282-2, valid from March 18, 2021, to March 31, 2026.
5. The RRP Rule was promulgated to ensure that renovation activities in target housing are, at a minimum, conducted by properly trained individuals and in a safe and proper manner to minimize lead exposure to the public, housing occupants and the environment.

6. Pursuant to Section 401 of TSCA, 15 U.S.C. § 2681(17) and 40 C.F.R. § 745.223 “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.

7. The RRP Rule requires that firms conduct renovations (as defined in 40 C.F.R. Section 745.83) in target housing in accordance with the work practice standards of 40 C.F.R. Part 745, Subpart E, unless (1) the firm has first made or obtained a determination in writing 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 (mg/cm²) or 0.5% by weight as described at 40 C.F.R. § 745.82, or (2) the renovation is, itself, a minor repair and maintenance activity as defined at 40 C.F.R. § 745.83.

8. Respondent is subject to the RRP Rule when conducting renovations in target housing.

9. On March 27, 2019, duly authorized Inspectors of the United States Environmental Protection Agency, Region 2 (“EPA”), conducted an inspection at the Respondent’s renovation work site located at 369 Washington Avenue, Brooklyn, New York to determine CVM’s compliance with the RRP Rule (the “Inspection”). The EPA Inspectors observed uncontained renovation waste on the sidewalk and painted debris and a lack of warning signs at the work site.

10. During the Inspection, Mr. Chris Marangoudakis, owner of CVM, communicated with the EPA Inspectors via phone and sent EPA an electronic copy of CVM’s then-current RRP firm certification with NAT-F-162282-1 (issued on March 17, 2016, with

expiration on March 31, 2021) for the Inspectors to review. Mr. Marangoudakis also stated that he had a valid RRP renovator certification but did not provide the Inspectors with a copy.

11. At the time of the Inspection, EPA staff searched the Federal Lead-Based Paint Program (FLPP) database but found no current renovator certification for Mr. Marangoudakis. Mr. Marangoudakis had previously held a valid renovator certification, NAT-RV-I-74543-1-EN, which was issued on October 17, 2013 and had expired on October 17, 2018.

12. On March 3, 2020, EPA sent an Information Request Letter (“IRL”) to Respondent. However, Respondent did not respond. Later, Respondent advised EPA that it did not respond to the IRL because the company’s office had moved to another location.

13. Based on EPA’s review of building permits, EPA determined that three apartment unit renovations conducted by Respondent at 369 Washington Avenue, Brooklyn, NY, between March 2, 2019 and November 12, 2019, were subject to the RRP Rule.

14. Respondent violated the RRP Rule in the course of the three renovations conducted at 369 Washington Avenue, Brooklyn, NY by failing to:

a. 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, pursuant to 40 C.F.R. § 745.85(a)(4)(i);

b. Cover the floor surface before beginning the renovation, including installed carpet, with taped-down plastic sheeting or other impermeable material in the work area 6 feet beyond the perimeter of surfaces undergoing renovation or a sufficient distance to contain the dust, whichever is greater, pursuant to 40 C.F.R. § 745.85(a)(2)(i)(D);

c. 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; pursuant to 40 C.F.R. § 745.85(a)(1);

d. Ensure that a certified renovator is assigned to each renovation performed by the Firm., pursuant to 40 C.F.R. § 745.89(d)(2); and

e. Contain the waste to prevent release of dust and debris during the transport of waste from renovation activities, pursuant to 40 C.F.R. § 745.85(a)(4)(iii).

15. It is unlawful under Section 409 of TSCA, 15 U.S.C. Section 2689, for a firm conducting renovations in Target Housing subject to the requirements of 40 C.F.R. Part 745 to violate any requirement of the RRP Rule.

16. Each of Respondent's failures to comply with the RRP Rule constitute independent violations of TSCA § 409, 15 U.S.C. § 2689, for which penalties may be separately assessed under TSCA §16(a), 15 U.S.C. § 2615(a).

17. Pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a), a violator may be subject to civil penalties up to \$43,611 per violation per day for each violation committed after November 2, 2015, for which penalties are assessed on or after January 12, 2022.

18. On October 7, 2021, EPA sent Respondent a letter setting out the alleged violations and extending an offer to meet. EPA and the Respondent held informal pre-filing settlement conferences, a result of which the parties agreed to enter into this Consent Agreement.

19. On March 7, 2022, and July 12, 2022, Respondent submitted financial information and documentation regarding Respondent's ability to pay a penalty in settlement of this matter.

CONSENT AGREEMENT

Based on the foregoing, and pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a) and in accordance with the Consolidated Rules of Practice, it is hereby agreed by and between the parties hereto, and voluntarily and knowingly accepted by Respondent, that Respondent shall comply with the following terms:

1. Respondent shall hereinafter maintain compliance with all applicable statutory provisions of TSCA, 15 U.S.C. § 2601 *et seq.* and its implementing regulations.
2. Respondent certifies that, as of the date of execution of this CA/FO, it is in compliance with the statutory provisions of Subchapter IV of TSCA, 15 U.S.C. §§ 401 – 412, 15 U.S.C. §§ 2681 – 2692 and the implementing regulations codified at 40 C.F.R. Part 745.
3. Respondent further certifies, under penalty of law, that:

The financial information and documentation it submitted to EPA on March 7, 2022, and July 12, 2022 regarding Respondent's financial condition is accurate, complete, and not misleading. Respondent understands that EPA has relied on the accuracy of the financial information and documentation submitted by Respondent during the negotiation of the settlement. Respondent is aware that the submission of false or misleading information or documentation to the United States government may subject a person to separate civil and/or criminal liability. Respondent understands that EPA retains the authority to seek and obtain appropriate relief if EPA obtains evidence that the information or documentation provided and/or representations made to EPA regarding Respondent's finances is false or, in any material respect, inaccurate.
4. For the purposes of this Consent Agreement, Respondent: (a) admits that EPA has jurisdiction pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a), to commence a civil administrative proceeding for the violations described in the “Findings of Fact and Conclusions of Law” Section, above; and (b) neither admits nor denies the specific factual allegations contained in the “Findings of Fact and Conclusions of Law” Section, above.

5. Respondent shall pay, by cashier's or certified check, by Fedwire, or by online payment, a civil penalty in the amount of **SIXTY-NINE THOUSAND DOLLARS (\$69,000)** in accordance with the payment terms and schedule set forth in Paragraphs 7(a) through (e) below and according to one of the payment transmittal methods in Subparagraph a or b below.

a. If payment is made by check, then each such check shall be made payable to "Treasurer of the United States of America" and shall be mailed by one of the following two methods:

STANDARD DELIVERY
United States Environmental Protection Agency
Fines & Penalties
Cincinnati Finance Center
P.O Box 979077
St. Louis, MO 63197-9000

SIGNED RECEIPT CONFIRMATION DELIVERY (FedEx, DHL, UPS,
USPS, Certified, Registered, etc.)
United States Environmental Protection Agency
Government Lockbox 979077
1005 Convention Plaza
SL-MO-C2-GL
St. Louis, MO 63101

Each check shall be identified with a notation thereon listing the case name, In the Matter of CVM Construction Corp., and shall bear the Docket No. TSCA-02-2022-9268.

b. If payment is made electronically through Fedwire, Respondent shall provide the following information to its remitter bank (Federal Reserve Bank of New York) when each payment is made:

- 1) Amount of Payment;
- 2) SWIFT address: **FRNYUS33, 33 Liberty Street, New York, NY 10045;**

- 3) Account Code for Federal Reserve Bank of NY receiving payment:
68010727
- 4) ABA number: **021030004**;
- 5) Field Tag 4200 of the Fedwire message should read: **D68010727
Environmental Protection Agency**;
- 6) Name of Respondent: CVM Construction Corp.; and
- 7) Case Docket Number **TSCA-02-2022-9268**.

c. If payment is made via on-line payment(s), Respondent shall go to **www.pay.gov** and enter SFO 1.1 in the search field on the tool bar on the Home Page, select Continue under “EPA Miscellaneous Payments—Cincinnati Finance Center” and open the form and complete the required fields. Once payment has been effected, Respondent shall email proof of payment to **Somma.Jerry@epa.gov** and **Wise.Milton@epa.gov** with **In the Matter of CVM Construction Corp., Docket No. TSCA-02-2022-9268** as the subject line.

6. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, EPA is entitled to assess interest, administrative costs and late payment penalties on outstanding debts owed to the United States, including the United States Environmental Protection Agency, and a charge to cover costs of processing and handling delinquent claims. Forty C.F.R. § 13.11(a)(1) provides for assessing the annual rate of interest that is equal to the rate of the current value of funds to the United States Treasury (*i.e.*, the Treasury tax and loan account rate) on installment payments. The Treasury current value of fund rate is one percent (1%) per annum for calendar year 2022.

7. The civil penalty of \$69,000, set forth in Paragraph 5, above, plus applicable interest at the rate of one percent (1%) per annum on the outstanding principal balance (total interest payments to equal Two Hundred and Seventy-Five Dollars (\$275.00) for a total payment **(principal plus interest) of \$69, 275.00**), shall be paid in five installments as follows:

- a. 1st Payment: The first payment, in the amount of **TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00)**, consisting of a principal payment of \$25,000 and an interest payment of \$0.00, shall be received by EPA on or before thirty (30) calendar days of the date on which the Regional Administrator signs the Final Order (due date #1).
- b. 2nd Payment: The second payment, in the amount of **ELEVEN THOUSAND ONE HUNDRED AND TEN DOLLARS (\$11,110.00)**, consisting of a principal payment of \$11,000 and an interest payment of \$110.00, shall be received by EPA on or before ninety (90) calendar days from the date on which the Regional Administrator signs the Final Order (due date #2).
- c. 3rd Payment: The third payment, in the amount of **ELEVEN THOUSAND EIGHTY-TWO DOLLARS AND FIFTY CENTS (\$11,082.50)**, consisting of a principal payment of \$11,000 and an interest payment of \$82.50, shall be received by EPA on or before one hundred and eighty (180) calendar days from the date on which the Regional Administrator signs the Final Order (due date #3).
- d. 4th Payment: The fourth payment, in the amount of **ELEVEN THOUSAND AND FIFTY-FIVE DOLLARS (\$11,055.00)**, consisting of a principal payment of \$11,000 and an interest payment of \$55.00, shall be received by EPA on or before two hundred and seventy (270) calendar days from the date on which the Regional Administrator signs the Final Order (due date #4).
- e. 5th Payment: The fifth payment, in the amount of **ELEVEN THOUSAND AND TWENTY-SEVEN DOLLARS AND FIFTY CENTS (\$11,027.50)**, consisting of a principal payment of \$11,000 and an interest payment of \$27.50, shall be received by

EPA on or before the one-year (*e.g.*, 12 months) anniversary from the date on which the Regional Administrator signs the Final Order (due date #5).

Failure to pay the full amount of the penalty, according to the above provisions, will result in the referral of this matter to the United States Department of Justice and/or the United States Department of Treasury for collection and/or other appropriate action.

8. If Respondent fails to make timely payment of any one of the required installment payments in accordance with the schedule set forth in Paragraph 7 above, the entire unpaid balance of the penalty and all accrued interest shall become due immediately upon such failure, and Respondent shall immediately pay the entire remaining principal balance of the civil penalty along with any interest that has accrued up to the time of such payment. In addition, Respondent shall be liable for, and shall pay, administrative handling charges and late penalty charges described in Paragraphs 9 and 10 below, in the event of any such failure or default and remit such payment in accordance with the payment instructions in Paragraph 5 above.

9. Handling Charges: Pursuant to 31 U.S.C. § 3717(e)(1), a monthly handling charge of fifteen dollars (\$15.00) shall be assessed for each thirty (30) day calendar day period or any portion thereof, following the date the payment was to have been made, in which payment of the amount remains in arrears.

10. Late Payment Penalty Charge: A late penalty of six percent (6%) per year will be assessed monthly on any portion of the civil penalty that remains delinquent more than ninety (90) calendar days, in accordance with 40 C.F.R. § 13.11(c). The late payment penalty on any portion of the civil penalty that remains delinquent more than ninety days shall accrue from the first day payment is delinquent. 31 C.F.R. § 901.9(d).

11. Respondent may, at any time after commencement of payment under the installment schedule, elect to pay the entire principal balance, together with accrued interest to the date of such full payment.

12. Nothing in this document is intended nor shall be construed to waive, prejudice or otherwise affect the right of EPA, or the United States, from pursuing any appropriate remedy, sanction or penalty prescribed by law against Respondent, if Respondent makes any material misrepresentations or provides materially false information herein or in any document submitted pursuant to this Consent Agreement.

13. The civil penalty and any stipulated penalty provided for herein are “penalt[ies]” within the meaning of 26 U.S.C. § 162(f), and are not deductible expenditures for purposes of federal, state or local law.

14. Respondent has developed a Compliance Plan addressing the following broad categories of compliance with TSCA and the RRP regulations codified at 40 C.F.R. Part 745 Subpart E:

- a. Obtaining, maintaining and renewing EPA RRP Firm certification(s);
- b. Obtaining, maintaining and renewing RRP certifications for individual renovators, which are issued by EPA-accredited training providers as a course completion certificate upon completion of the course.
- c. Training of Respondent’s employees who perform RRP work. complete.
- d. Creation and retention of records of compliance, including the Forms and checklist appended to the Compliance Plan and incorporated by reference into this CA/FO, for each Renovation performed by Respondent;

- e. Compliance with information distribution and occupant protection requirements prior to and during Renovations;
- f. Compliance with lead-safe work practice standards in the conduct of Renovations;
- g. Compliance with post-renovation cleaning verification; and
- h. Management of general contractor/subcontractor roles in Renovation projects.

The Compliance Plan with appendices is annexed hereto as Attachment 1 and fully incorporated herein.

15. Respondent shall implement the Compliance Plan at all target housing and child-occupied facilities at which Respondent performs renovations subject to the provisions of 40 C.F.R. Part 745. Implementation of the Compliance Plan is intended as an adjunct to the requirements of 40 C.F.R. Part 745 and an aid to future compliance therewith. Adherence to the provisions of the Compliance Plan and compliance with the provisions of this Consent Agreement with regard to the implementation of the Compliance Plan shall not be a substitute for compliance with the provisions of 40 C.F.R. Part 745 nor a defense to the failure to do so.

16. Respondent shall submit reports to EPA documenting its implementation of the Compliance Plan (hereinafter “CP Reports”) in accordance with the following terms:

- a. Respondent shall prepare four quarterly CP Reports to EPA for a period of one year commencing thirty (30) days from the date of signature of the Final Order. Each quarterly CP Report shall be submitted by Respondent and received by EPA no later than thirty (30) days from the end of the previous ninety (90) days period.

b. Each report shall summarize RRP activities commenced or performed and state the number of RRP renovations undertaken during the preceding quarter. The

Report shall also include the following for each renovation job conducted or underway:

- (1) The complete address of any renovation job conducted or underway at the time of the report and the areas renovated or to be renovated at that address (e.g., apartment number(s) common area, exterior);
- (2) The character of the renovation (e.g., residential home, multi-family apartment building, school building, conversion to housing);
- (3) The specific renovation work to be performed;
- (4) The original year of construction of the building(s);
- (5) If a multi-family building, provide the number of floors and number of apartments per floor;
- (6) Whether the Renovation Site was/will be occupied at the time of the renovation;
- (7) The name, address and telephone number of the individual who was/will be the on-site certified renovator for the work and include a copy of his/her RRP training certificate;
- (8) The name, address, and telephone number of the building owner;
- (9) The scheduled dates of work, including start date and projected finish date; and
- (10) The completed RRP Compliance Checklist (appendix A).

In the event that no work subject to the provisions of 40 C.F.R. Part 745 is undertaken in a given quarter, Respondent shall so state in the CP Report for that quarter.

- c. The CP Reports shall be sent to the following addressee via E-mail:

Jerry Somma
U.S. EPA – Region 2
Lead Paint and Pesticides Compliance Section
2890 Woodbridge Road – MS-225
Edison, New Jersey 08837
Somma.Jerry@epa.gov

And

Melva J. Hayden, Esquire
Assistant Regional Counsel
Office of Regional Counsel
U.S. EPA – Region 2
290 Broadway – 16th Floor
New York, N.Y. 10007-1866
Hayden.Melva@epa.gov

- d. Each CP Report shall contain the following certification signed by an appropriate corporate official:

“I certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate and complete. I am aware that there are significant potential penalties for submitting false information, including the possibility of fines and imprisonment.”

17. IRS Required Notice: Respondent should confer with its accountant for applicability.

For purpose of the identification requirement in Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. §162(f)(2)(A)(ii), and 26 C.F.R. §1.62-21(b)(2), performance of the requirements to implement the CP and to submit Quarterly Reports is restitution, remediation, or required to come into compliance with the law.

18. Respondent shall be subject to stipulated penalties for the failure to (1) provide the required substantive content in the CP Report and (2) submit the required CP Reports in a timely manner as follows:

- a. 1 – 30 days delinquent: \$500 per day
- b. 30 – 60 days delinquent: \$750 per day
- c. Each day past 61 days: \$1,000 per day

All Stipulated penalties are due and payable within thirty (30) calendar days of Respondent's receipt from EPA of a written demand for payment of the penalties. Payment of the stipulated penalties shall be made in the same manner as prescribed in Paragraph 5 above, for payment of the civil penalty. Stipulated penalties shall accrue as provided above, regardless of whether EPA has notified Respondent of the violation or has made a demand for payment but need only be paid upon demand.

19. Following receipt of the CP Report EPA will either:
 - a. accept the CP Report(s); or
 - b. reject the CP Report(s) and notify Respondent, in writing, of deficiencies in the CP Report, granting Respondent an additional thirty (30) days in which to correct any deficiencies and to resubmit the CP Report to EPA. If the identified deficiency(ies) in the CP Report is/are the result of a failure of substantive compliance, then EPA will provide Respondent with an opportunity to respond and/or correct the deficiencies. If EPA, after allowing Respondent thirty (30) days to correct any deficiencies, finds the same type of deficiencies remain, then EPA may seek stipulated penalties in accordance with Paragraph 18 above.

20. If in the future EPA believes that any of the information in the documentation or CP Reports certified to, pursuant to Paragraph 16d, above, is inaccurate, EPA will advise Respondent of its belief and its basis for such and will afford Respondent an opportunity to respond to EPA. If EPA still believes the certification(s) is (are) mostly inaccurate, EPA may, in

addition to seeking stipulated penalties pursuant to Paragraph 16d, above for non-compliance, initiate a separate criminal investigation pursuant to 18 U.S.C. § 1001 *et seq.* or any other applicable law.

21. Complainant may, in her sole discretion, reduce or eliminate any stipulated penalty due if Respondent has in writing demonstrated to EPA's satisfaction good cause for such action. If, after review of Respondent's written submission, EPA determines that Respondent failed to comply with the terms and conditions of this CA/FO and concludes that the demanded stipulated penalty(ies) is due and owing, and further EPA has not waived or reduced the demanded stipulated penalty(ies), EPA will notify Respondent, in writing, of its decision regarding the stipulated penalty(ies). Respondent shall then, within thirty (30) days of receipt thereof, pay the stipulated penalty amount(s) indicated in EPA's notice. EPA may also in its discretion, *sua sponte*, decide not to demand stipulated penalties.

22. Delays:

a. If any unforeseen event occurs which causes or may cause delays in the submission of the CP Report(s) as required herein, Respondent shall notify EPA in writing within fourteen (14) days of the delay or Respondent's knowledge of the anticipated delay, whichever is earlier. The notice shall describe in detail the anticipated length of delay, the precise cause of the delay, the measures taken by Respondent to prevent or minimize delay, and any proposed adjustments to the timetable for the submission of the CP Reports caused by the delay. Respondent shall adopt all reasonable measures to avoid or minimize any such delay. Failure by Respondent to comply with the notice requirements of this paragraph shall render this paragraph void and of no effect

as to the particular event involved and may constitute a waiver of Respondent's right to request an extension of its obligation under this Consent Agreement based on such event.

b. If the parties agree that the delay or anticipated delay in the submission of the CP Report has been or will be caused by circumstances entirely beyond the control of Respondent, the time for performance hereunder may be extended for a period of no longer than the Delay resulting from such circumstances.

c. In the event that EPA does not agree that a delay in submitting the CP Report has been or will be caused by circumstances beyond the control of Respondent, EPA will notify Respondent in writing of its decision and any delays shall not be excused.

d. The burden of proving that any delay is caused by circumstances entirely beyond the control of Respondent shall rest with Respondent.

23. Any responses, documentation, and communication submitted in connection with this Consent Agreement shall be sent via E-mail to the EPA addressees identified in Paragraph 16c, above. Unless the above-named EPA contacts are later advised otherwise in writing, by email, EPA shall address any written future correspondence (including any correspondence related to payment of the penalty) to Respondent at the following address:

Chris Marangoudakis, Owner CVM
Construction Corp. 34-35 56th Street
Woodside, New York 11377
Chris@cvmconstructioncorp.com

24. Respondent consents to the use of electronic signatures in this matter and to service upon it of this CA/FO by an EPA employee other than the Regional Hearing clerk via

electronic mail. Delivery of the fully executed documents to the email addressee in the preceding paragraph shall constitute Respondent's receipt and acceptance of the CA/FO.

25. This Consent Agreement is being voluntarily and knowingly entered into by the parties to resolve (conditional upon full payment of the civil penalty herein) the civil and administrative claims described in the Findings of Fact and Conclusions of Law set forth above.

26. Full payment of the penalty described in Paragraph 5, above, shall only resolve Respondent's liability for federal civil penalties for the violations described in Paragraphs 9, 11, and 14 (a) through (e) in the above Findings of Fact and Conclusions of Law. Full payment of this penalty shall not in any case affect the right of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law.

27. Respondent has read the Consent Agreement, understands its terms, finds it to be reasonable, and consents to its issuance and its terms.

28. Respondent consents to the issuance of the accompanying Final Order.

29. Respondent agrees that all terms of settlement are set forth herein.

30. Respondent explicitly and knowingly consents to the assessment of the civil penalty as set forth in this Consent Agreement and agrees to pay the penalty in accordance with the terms of this Consent Agreement.

31. Respondent hereby waives its right to seek or to obtain any hearing pursuant to Subpart D of 40 C.F.R. Part 22 or other judicial proceeding on this Consent Agreement or on the Findings of Fact and Conclusions of Law herein or on the accompanying Final Order.

32. Respondent agrees not to contest the validity or any term of this Consent Agreement and Final Order in any action brought: a) by the United States, including EPA, to enforce this Consent Agreement or Final Order; or b) to enforce a judgment relating to this

Consent Agreement and Final Order. Any failure by Respondent to perform fully any requirement herein will be considered a violation of this Consent Agreement and Final Order and may subject Respondent to a civil judicial action by the United States to enforce the provisions of this Consent Agreement and Final Order.

33. Respondent waives any rights it may have to appeal this Consent Agreement and the accompanying Final Order.

34. This Consent Agreement and Final Order does not waive, extinguish, or otherwise affect Respondent's obligation to comply with all applicable federal, state, or local laws, rules, or regulations, nor shall it be construed to be a ruling on, or a determination of, any issue related to any federal, state or local permit. This Consent Agreement and Final Order does not waive, extinguish, or otherwise affect Respondent's obligation to comply with all applicable provisions of TSCA and the regulations promulgated thereunder.

35. The signatory for Respondent certifies that he or she is duly and fully authorized to enter into this Consent Agreement and all the terms and conditions set forth in this Consent Agreement.

36. Each party hereto agrees to bear its own costs and fees in this matter.

CVM Construction Corp.

RESPONDENT: BY: _____
(SIGNATURE)

NAME: _____
(PLEASE PRINT)

TITLE: _____

DATE: _____

COMPLAINANT: _____

Dore F. LaPosta, Director
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 2
290 Broadway
New York, New York 10007-1866

DATE: _____

In the Matter of CVM Construction Corp
Docket Number TSCA-02-2022-9268

FINAL ORDER

The Regional Administrator of the U.S. Environmental Protection Agency, Region 2, concurs in the foregoing Consent Agreement in the case of In the Matter of CVM Construction Corp, Docket Number TSCA-02-2022-9268. Said Consent Agreement, having been duly accepted and entered into by the parties, is hereby ratified, incorporated into, and issued as this Final Order. The effective date of this Order shall be the date of filing with the Regional Hearing Clerk of EPA - Region 2 (40 C.F.R. § 22.31(b)). This Final Order is being entered pursuant to the authority of 40 C.F.R. § 22.18(b)(3) and shall constitute an order issued under Section 16 of the Toxic Substances Control Act, 15 U.S.C. § 2615.

Lisa F. Garcia
Regional Administrator
U.S. Environmental Protection Agency
Region 2
290 Broadway, 26th Floor
New York, New York 10007-1866

DATE: _____

In the Matter of CVM Construction Corp
Docket Number TSCA-02-2022-9268

CERTIFICATE OF SERVICE

I certify that I have on this day caused to be sent the foregoing Consent Agreement and Final Order, bearing the above-referenced docket number, in the following manner to the respective addressees below:

Original and one copy by E-mail to:

Office of the Regional Hearing Clerk
U.S. Environmental Protection Agency
290 Broadway, 16th Floor
New York, New York 10007-1866
Maples.Karen@epa.gov

Copy by E-mail to:

Chris Marangoudakis, Owner CVM
Construction Corp
34-35 56th Street
Woodside, New York 11377
Chris@cvmconstructioncorp.com

Stacey J. Sublett Halliday, Esquire
Beveridge and Diamond PC
1900 N Street, NW - Suite 100
Washington, DC 20026
Shalliday@bdlaw.com

James M. Auslander, Esquire
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