

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



In the Matter of: :
: **PELLA MID-ATLANTIC,** : **U.S. EPA Docket No. TSCA-03-2023-0110**
INC. 12100 BALTIMORE :
AVE. SUITE 1 :
BELTSVILLE, MD 20705 : **Proceeding under Sections 16(a) and 409 of the**
: **Toxic Substances Control Act, 15 U.S.C. §§ 2615**
Respondent. : **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 Pella Mid-Atlantic, Inc. (“Respondent”) (collectively the “Parties”), pursuant to 16(a) and 409 of the Toxic Substances Control Act, 15 U.S.C. §§ 2615(a) and 2689, and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation, Termination or Suspension of Permits (“Consolidated Rules of Practice”), 40 C.F.R. Part 22. The Toxic Substances Control Act 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 the authority to enter into agreements concerning administrative penalties 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 the Toxic Substances Control Act (“TSCA” or the “Act”) 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 (“EPA”) 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 reserves whatever rights or defenses it may have to defend itself in any litigation with persons not a party to this Consent Agreement.
11. Respondent shall bear its own costs and attorney's fees in connection with this proceeding.

EPA's FINDINGS OF FACT AND CONCLUSIONS OF LAW

12. 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.
13. Congress passed the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C §§ 4851 to 4586, to address the need to control exposure to lead-based paint hazards. The Residential Lead-Based Paint Hazard Reduction Act amended TSCA by adding Subchapter IV— Lead Exposure Reduction, TSCA Section 401 to 412, 15 U.S.C. §§ 2681 to 2692.
14. 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.
15. EPA promulgated 40 C.F.R. Part 745, Subpart E - Residential Property Renovation regulations (also called the Lead Renovation, Repair and Painting Rule; "RRP Rule") under the authority of TSCA Subchapter IV - Lead Exposure Reduction in rulemaking actions published on June 1, 1998 (63 Fed. Reg. 29919), April 22, 2008 (73 Fed. Reg.

- 21758), March 20, 2009 (74 Fed. Reg. 11869), May 6, 2010 (75 Fed. Reg. 24818), and August 5, 2011 (76 Fed. Reg. 47938). The RRP Rule was promulgated to ensure that individuals are trained to conduct renovation and repair activities in a safe and proper manner while minimizing lead exposure to the public, occupants of target housing and child-occupied facilities, and the environment. Pursuant to 40 C.F.R. § 745.82, the requirements of the RRP Rule apply to all renovations performed for compensation in target housing, except as described in 40 C.F.R. § 745.82(a) and (b).
16. 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. 40 C.F.R. §§ 745.80 – 745.92.
 17. 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.”
 18. Pursuant to 40 C.F.R. § 745.83, “person” means, in relevant part, “any natural or judicial person including any individual, corporation, partnership, or association”
 19. 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.”
 20. 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.”
 21. Respondent, at all times relevant to the violations alleged in this Consent Agreement, was a “firm” operating as a corporation under the laws of the State of Maryland and has a principal place of business at 12100 Baltimore Ave., Suite 1, Beltsville, MD 20705.
 22. Respondent is a “person” as that term is defined at 40 C.F.R. § 745.83 and is subject to the assessment of civil penalties for the violations alleged herein.
 23. At all times relevant to the violations alleged herein, Respondent was a “renovator” as that term is defined at 40 C.F.R. § 745.83.
 24. Between October 21 and 23, 2021, Respondent conducted “renovations,” as that term is defined at 40 C.F.R. § 745.83, at a house located at 3825 Morrison St. NW, Washington, D.C. 20015 (“the House”).

25. The House was built in 1914 and is, therefore, “target housing” as that term is defined at 40 C.F.R. § 745.103.
26. The renovations conducted by Respondent at the House were subject to the RRP Rule because the RRP Rule exemptions at 40 C.F.R. § 745.82(a)(1)-(3) regarding pre-renovation determination that lead content in paint or surface coatings is below a regulatory threshold did not apply to the renovations.
27. On January 28, 2022, EPA Region 3 received a tip/complaint from the owner of the House regarding renovations that occurred there.
28. The tip/complaint included photographs of the interior and exterior of the House. EPA received additional photographs from the owner of the House. These photographs were labeled October 21 and October 22, 2021, two of the dates upon which Respondent conducted the renovations, and the location in the House where the photograph was taken. EPA also received photographs from the owner dated October 27 and 28, 2021 of the interior and exterior of the House after completion of renovations and clean up. EPA observed that some photographs labeled October 21 and 22, 2021, showed that furniture, rugs and objects were not completely covered in a room where renovations were occurring, air vents were not covered and sealed during the renovations, and that floor surfaces were not completely covered with plastic and sealed in renovation areas. EPA further observed that some photographs labeled October 27 and 28, 2021, showed that white dust was visible on surfaces where renovations had been undertaken after completion of renovations and white paint chips were visible in mulch outside a renovated window of the House.
29. Pursuant to 15 U.S.C. § 2610 and 40 C.F.R. § 745.237, on March 14, 2022, EPA conducted an inspection of the House and surrounding property.
30. After EPA inspected the House and surrounding property, the owners of the House provided EPA inspectors with a document entitled “Clearance Inspection for Lead (3825 Morrison St NW, Washington, DC 20015),” dated January 19, 2022, and prepared by Professional Lead Inspections, LLC (Clearance Report). The Clearance Report indicated that Professional Lead Inspections, LLC was contracted by the owner of the House to inspect the House for lead contaminated dust, and that the contracted inspection and sampling occurred on January 7 and 13, 2022. EPA observed in the Clearance Report that 10 locations both inside and outside the House failed to meet the District of Columbia Department of Environment and Energy (DC-DOEE) action level for lead-contaminated dust of 10 µg/ft². The Clearance Report also indicated that one exterior soil sample failed to meet the DC-DOEE soil cleanup standard of 400 ppm (mg/kg).¹

¹ See. D.C. Official Code § 8-231.01(24)(C) and 20 DCMR § 3399. See also D.C. Official Code § 8-231.01(25).

Count I
Failure to Adequately Contain Interior and Exterior Work Area so No Dust or Debris Leaves the Area while Renovation is Performed

31. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
32. 40 C.F.R. § 745.85(a)(2) requires that:

Before beginning the renovation, the firm must isolate the work area so that no dust or debris leaves the work area while the renovation is being performed. In addition, the firm must maintain the integrity of the containment by ensuring that any plastic or other impermeable materials are not torn or displaced, and taking any other steps necessary to ensure that no dust or debris leaves the work area while the renovation is being performed. The firm must also ensure that containment is installed in such a manner that it does not interfere with occupant and worker egress in an emergency.
33. Pursuant to 40 C.F.R. § 745.85(a)(2)(i)(A) firms must “[r]emove all objects from the work area, including furniture, rugs, and window coverings, or cover them with plastic sheeting or other impermeable material with all seams and edges taped or otherwise sealed.”
34. EPA inspectors observed that Photographs “102221 Photo of Interior Work Area – taken from kitchen” and “IMG_ 1768-1”, provided to EPA by the owners of the House, show plastic sheeting partially draped on the furniture in a room where two windows were being replaced, leaving portions of furniture, a rug and an object exposed to dust and debris from the renovation.
35. Respondent’s failure to remove or completely cover the furniture, rugs and objects with plastic sheeting or other impermeable material with all seams and edges taped or otherwise sealed in the work area constitutes a violation of 40 C.F.R. § 745.85(a)(2)(i)(A), and Sections 15 and 409 of TSCA, 15 U.S.C. §§ 2614 and 2689.
36. 40 C.F.R. § 745.85(a)(2)(i)(B) requires firms to “Close and cover all ducts opening in the work area with taped-down plastic sheeting or other impermeable material.”
37. EPA inspectors observed that Photographs “102221 Foyer During Removal and 102221 Photo of Interior Work Area – taken from kitchen” both show air ducts in the work area that were not covered with taped-down plastic sheeting or other impermeable material, leaving the air ducts exposed to dust and debris from the ongoing renovations.
38. Respondent’s failure to close and cover all of the air ducts within the work area, leaving them exposed to dust and debris from the renovations, constitutes a violation of 40 C.F.R. § 745.85(a)(2)(i)(B), and Sections 15 and 409 of TSCA, 15 U.S.C. §§ 2614 and 2689.

39. 40 C.F.R. § 745.85(a)(2)(i)(D) requires that Respondent:
- Cover the floor surface, 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. Floor containment measures may stop at the edge of the vertical barrier when using a vertical containment system consisting of impermeable barriers that extend from the floor to the ceiling and are tightly sealed at joints with the floor, ceiling and walls.
40. EPA inspectors observed in Photographs “102221 Photo of Interior Work Area – taken from kitchen”, “IMG_1768-1” and “102221 Foyer During Removal” that plastic sheeting was not taped down as all three photographs show areas of exposed flooring within the work areas at the time of the October 2021 renovations.
41. Respondent’s failure to cover all floor surfaces with taped-down plastic sheeting or other impermeable material in the work area constitutes a violation of 40 C.F.R. § 745.85(a)(2)(i)(D), and Sections 15 and 409 of TSCA, 15 U.S.C. §§ 2614 and 2689.
42. In failing to comply with 40 C.F.R. § 745.85(a)(2)(i)(A), (B) and (D), Respondent is subject to the assessment of penalties under Section 16(a) of TSCA, 15 U.S.C. § 2615(a).

Count II

Failure to Clean the Work Areas Until No Dust or Debris Remains

43. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
44. 40 C.F.R. § 745.85(a)(5) requires that “[a]fter the renovation has been completed, the firm must clean the work area until no dust, debris or residue remains.”
45. 40 C.F.R. § 745.85(a)(5)(i)(A) requires firms to “[c]ollect all paint chips and debris and, without dispersing any of it, seal this material in a heavy-duty bag.”
46. 40 C.F.R. § 745.85(a)(5)(i)(A) applies to both interior and exterior renovations.
47. EPA inspectors observed that Photograph “102221 Photo of Foyer Flooring” shows paint chips and debris remaining on the interior floor of the House after the renovation was completed. Photographs “102821 East Side Flower Bed”, “102821 East Side Yard Photo”, and “IMG_1836-1”, show white paint chips in the yard and mulch outside windows of the House after the renovations were completed.
48. Respondent’s failure to collect all paint chips and debris and, without dispersing any of it, seal this material in a heavy-duty bag constitutes a violation of 40 C.F.R. § 745.85(a)(5)(i)(A), and Sections 15 and 409 of TSCA, 15 U.S.C. §§ 2614 and 2689.

49. 40 C.F.R. § 745.85(a)(5)(ii) requires as follows:
- (A) Walls. Clean walls starting at the ceiling and working down to the floor by either vacuuming with a HEPA vacuum or wiping with a damp cloth.
 - (B) Remaining surfaces. Thoroughly vacuum all remaining surfaces and objects in the work area, including furniture and fixtures, with a HEPA vacuum. The HEPA vacuum must be equipped with a beater bar when vacuuming carpets and rugs.
 - (C) Wipe all remaining surfaces and objects in the work area, except for carpeted or upholstered surfaces, with a damp cloth. Mop uncarpeted floors thoroughly, using a mopping method that keeps the wash water separate from the rinse water, such as the 2-bucket mopping method, or using a wet mopping system.
50. EPA observed from the Clearance Report that wipe samples were taken at the House on January 7th and 13th of 2022, approximately three months after the renovations were completed at the House.
51. EPA observed in the Clearance Report that 40 dust wipe samples were taken in the House from interior floors and window sills, and 6 dust wipe samples were obtained from exterior concrete floors and window sills.
52. The Clearance Report indicates that 10 of the 46 dust wipe samples contained lead at a level exceeding the DC-DOEE action level of 10 µg/ ft². The Clearance Report indicates that lead concentrations in the 10 samples range from 10 µg/ ft² to 45 µg/ ft².
53. The Clearance Report indicates that wipe samples containing lead at a level exceeding the DC-DOEE action level were taken in the following locations: 1st floor foyer floor, main living room floor, dining room floor, 1st floor stairway/hall floor, garage floor, 2nd floor stair landing floor, 2nd floor stair/hallway floor, bedroom 1 floor, bedroom 3 floor, and 3rd floor stair/hallway floor.
54. The Clearance Report found lead-contaminated dust in 10 interior floor areas at concentrations exceeding the DC-DOEE action level of 10 µg/ft² was present in the House more than two months after Respondent performed the renovation and clean up.
55. EPA concluded from the floor dust sampling results in the Clearance Report that lead concentrations exceeding 10 µg/ft² on floors in 10 locations in the House would not have been detected in January 2022 if Respondent had cleaned walls and surfaces including objects, fixtures, carpets, and floors in accordance with 40 C.F.R. § 745.85(a)(5)(ii) when completing the renovation in October 2021.

56. Respondent's failure to undertake all cleaning steps required constitutes a violation of 40 C.F.R. § 745.85(a)(5)(ii), and Sections 15 and 409 of TSCA, 15 U.S.C. §§ 2614 and 2689.
57. In failing to comply with 40 C.F.R. § 745.85(a)(5)(i) and (ii), Respondent is subject to the assessment of penalties under Section 16(a) of TSCA, 15 U.S.C. § 2615(a).

CIVIL PENALTY

58. 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 TEN THOUSAND DOLLARS (\$10,000) which Respondent shall be liable to pay in accordance with the terms set forth below.
59. The civil penalty is based upon EPA's consideration of a number of factors, including the penalty criteria ("statutory factors") set forth in TSCA Section 16(a), 15 U.S.C. § 2615(a) including, the following: the nature, circumstances, extent, and gravity of the violation or violations and, with respect to the violator, 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* which reflects the statutory penalty criteria and factors set forth at TSCA Section 16(a)(2)(B), 15 U.S.C. § 2615(a)(2)(B), the appropriate *Adjustment of Civil Monetary Penalties for Inflation*, pursuant to 40 C.F.R. Part 19, and the applicable EPA memoranda addressing EPA's civil penalty policies to account for inflation.
60. 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-03-2023-0110;
 - 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 979078
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 by email to:

Janna Bowman
Assistant Regional Counsel
bowman.janna@epa.gov

and

U.S. EPA Region III Regional Hearing Clerk
R3_Hearing_Clerk@epa.gov.

- 61. 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.
- 62. 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).
- 63. 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 Respondent is notified of its debt to the United States as established upon the ratification and filing of the fully executed Consent Agreement and Final Order with the Regional Hearing Clerk. 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).
- 64. 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). If payment is not received within 30 calendar days of the effective date of this Consent Agreement, EPA will also 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.

65. 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).
66. Respondent agrees not to deduct for federal tax purposes the civil penalty assessed in this Consent Agreement and Final Order.
67. The parties consent to service of the Final Order by e-mail at the following valid email addresses: bowman.janna@epa.gov (for Complainant), and jauslander@bdlaw.com (for Respondent).

GENERAL SETTLEMENT CONDITIONS

68. 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.
69. 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

70. 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

71. 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 TSCA, or any regulations promulgated thereunder.

RESERVATION OF RIGHTS

72. 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

73. 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

74. 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

75. 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,

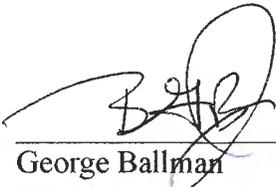
warranties, covenants, terms, or conditions agreed upon between the Parties other than those expressed in this Consent Agreement and Final Order.

In the Matter of: Pella Mid-Atlantic, Inc.

EPA Docket No TSCA-03-2023-0110

For Respondent: Pella Mid-Atlantic, Inc.

Date: August 31, 2023

By: 

George Ballman
President and CEO
Pella Mid-Atlantic, Inc.

For the Complainant:

After reviewing the Consent Agreement and other pertinent matters, I, the undersigned Director of the Enforcement & 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.

By: _____
[*Digital Signature and Date*]
Karen Melvin, Director
Enforcement & Compliance Assurance Division
U.S. EPA – Region III
Complainant

Attorney for Complainant:

By: _____
[*Digital Signature and Date*]
Janna Bowman
Assistant Regional Counsel
U.S. EPA – Region III

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
Philadelphia, Pennsylvania 19103



In the Matter of: :
 :
 :
PELLA MID-ATLANTIC, : **U.S. EPA Docket No. TSCA-03-2023-0110**
INC. 12100 BALTIMORE :
AVE., SUITE 1 :
BELTSVILLE, MD 20705 : **Proceeding under Sections 16(a) and 409 of the**
 : **Toxic Substances Control Act, 15 U.S.C.**
Respondent. : **§§ 2615 and 2689**

FINAL ORDER

Complainant, the Director of the Enforcement & Compliance Assurance Division, U.S. Environmental Protection Agency, Region III, and Respondent, Pella Mid-Atlantic, 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*, 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* which reflects the statutory penalty criteria and factors set forth at TSCA Section 16(a)(2)(B), 15 U.S.C. § 2615(a)(2)(B).

NOW, THEREFORE, PURSUANT TO Section 16(a) of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. § 2615(a), 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 **TEN THOUSAND DOLLARS (\$10,000)** in accordance with the payment provisions set forth in the Consent Agreement and in 40 C.F.R. § 22.31(c) 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: _____

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

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
Philadelphia, Pennsylvania 19103

In the Matter of: :
 :
PELLA MID-ATLANTIC, : **U.S. EPA Docket No. TSCA-03-2023-0110**
INC. 12100 BALTIMORE :
AVE., SUITE 1 :
BELTSVILLE, MD 20705 : **Proceeding under Sections 16(a) and 409 of the**
 : **Toxic Substances Control Act, 15 U.S.C.**
Respondent. : **§§ 2615 and 2689**

CERTIFICATE OF SERVICE

I certify that the foregoing *Consent Agreement and Final Order* was filed with the EPA Region III Regional Hearing Clerk on the date that has been electronically stamped on the *Consent Agreement and Final Order*. I further certify that on the date set forth below, I caused to be served a true and correct copy of the foregoing to each of the following persons, in the manner specified below, at the following addresses:

Copies served via email to:

James Auslander, Principal
Beveridge & Diamond
1900 N St., NW,
Suite 100
Washington, D.C. 20036
(202) 789-6009
jauslander@bdlaw.com

George Ballman
President and CEO
Pella Mid-Atlantic, Inc.
12100 Baltimore Avenue
Suite 1
Beltsville, MD 20705
jauslander@bdlaw.com

Copies served via email to:

Janna Bowman
Assistant Regional Counsel
U.S. EPA, Region III
bowman.janna@epa.gov

Craig Yussen
Chemical Engineer
U.S. EPA, Region III
yussen.craig@epa.gov

[Digital Signature and Date]
Regional Hearing Clerk
U.S. Environmental Protection Agency, Region III