

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 2

USEPA – Region II
Regional Hearing Clerk

IN THE MATTER OF:

Avacon Management, LLC.
Respondent.

) Docket No.
) TSCA-02-2022-9166
)

) **EXPEDITED SETTLEMENT**
) **AGREEMENT AND**
) **FINAL ORDER**
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EXPEDITED SETTLEMENT AGREEMENT

1. The U.S. Environmental Protection Agency (“EPA”) alleges Avacon Management, LLC, (“Respondent”) failed to comply with Section 402, 406, and 407 of the U.S. Toxic Substances Control Act (“TSCA”), 15 U.S.C. §§ 2682, 2686, and 2687, respectively.
2. Respondent, beginning in January 2019, performed renovation activities at the following address: 125 West 16th Street, Manhattan, New York 10011.
3. The residential housing property identified in Paragraph 2, above, was constructed prior to 1978 and is target housing¹ subject to the Renovation, Repair, and Painting (RRP) Rule.
4. Respondent was required, pursuant to 40 C.F.R. § 745.84(a)(1)(i), no more than 60 days before beginning renovation activities mentioned in Paragraph 2, to obtain from the owner a written acknowledgement that the owner received the pamphlet. Respondent did not do this.
5. Respondent was required, pursuant to 40 C.F.R. § 745.86, to retain all records necessary to demonstrate compliance with the Residential Property Renovation requirements for a period of 3 years following the completion of renovation activities identified in Paragraph 2, including records of on-the-job training. Respondent did not do this.
6. EPA and Respondent agree that settlement of this matter for a civil penalty of \$2,000 (two thousand dollars) is in the public interest.
7. EPA is authorized to enter into this Expedited Settlement Agreement (“Agreement”) pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and 40 C.F.R. § 22.13(b), and 40 C.F.R. § 22.18(b)(2).
8. In signing this Agreement, Respondent: (1) admits that Respondent is subject to the Residential Property Renovation (RRP Rule) requirements (40 C.F.R. § 745, Subpart E); (2) admits that EPA has jurisdiction over Respondent and Respondent’s conduct as described in Paragraph 4 above; (3) neither admits nor denies the factual findings contained therein; (4) consents to the assessment of the penalty; and (5) waives any right to contest the findings contained herein.

¹ Target Housing is defined in TSCA Section 401 as any housing constructed before 1978, except for: 1) housing for the elderly or persons with disabilities (unless a child less than six years of age resides or is expected to reside in such housing); and 2) any zero-bedroom dwelling.

9. By its signature below, Respondent certifies, subject to civil and criminal penalties for making a false submission to the United States Government, that: (1) the violations described in Paragraph 4 above have been corrected; and (2) Respondent is submitting proof of payment of the civil penalty with this agreement.
10. The civil penalty of \$2,000 (two thousand dollars) has been paid in accordance with the *Instructions for Making a Payment* that was provided to the Respondent.
11. Respondent will also provide, if it has not already done so, a written statement outlining actions taken to correct the violations cited above or to prevent violations of this nature from occurring in the future.
12. Full payment of the penalty in Paragraph 5 shall only resolve Respondent's liability for federal civil penalties for the violations and facts described in Paragraph 4, above. 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.
13. No portion of the civil penalty or interest paid by Respondent pursuant to the requirements of this Agreement shall be claimed by Respondent as a deduction for federal, state, or local income tax purposes.
14. EPA reserves all of its rights to take enforcement action for any other past, present, or future violations by Respondent of TSCA, any other federal statute or regulation, or this Agreement.
15. Upon signing and returning this Agreement to EPA, Respondent waives the opportunity for a hearing or appeal pursuant to TSCA or 40 C.F.R. Part 22.
16. Each party shall bear its own costs and fees, if any.
17. This Agreement is binding on the parties signing below, and in accordance with 40 C.F.R. § 22.31(b), is effective upon filing with the Regional Hearing Clerk.

IT IS SO AGREED, **Avacon Management, LLC.**

Name (print): John J. Andicoechea

Title (print): Principal

Signature: _____


Date 2/15/2022

APPROVED BY EPA:

for Dore LaPosta, Director
Enforcement and Compliance Assurance Division

Date _____

In the Matter of Avacon Management LLC
Docket Number TSCA-02-2022-9166

FINAL ORDER

The Regional Judicial Officer of EPA, Region 2, concurs in the foregoing Expedited Settlement Agreement in the case of In the Matter of Avacon Management LLC, bearing Docket No. TSCA -02-2022-9166. Said Expedited Settlement Agreement, having been duly accepted and entered into by the parties, is hereby ratified, incorporated into and issued as this Final Order, which shall become effective when filed 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 authority of Section 16(a) of TSCA 15 U.S.C. § 2615(a).

DATED: _____
New York, New York

Helen Ferrara
Regional Judicial Officer
U.S. Environmental Protection Agency-Region 2
290 Broadway
New York, New York 10007-1866