

jointly referred to as the “Consent Agreement and Final Order”) resolve Complainant’s civil penalty claims against Respondent under 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 6, 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. In 1992, Congress enacted the Residential Lead-Based Paint Hazard Reduction Act (“RLBPHRA”), 42 U.S.C. §§ 4851 to 4856, to address the need to control exposure to lead-based paint hazards in residential housing. The RLBPHRA amended TSCA by adding *Subchapter IV - Lead Exposure Reduction*, Sections 401 through 412 of TSCA,

- 15 U.S.C. §§ 2681 through 2692, which provides authority for the Administrator of EPA to promulgate implementing regulations.
13. EPA's 40 C.F.R. Part 745, Subpart E - *Residential Property Renovation* regulations ("RRP Rule") were promulgated 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).
 14. Pursuant to Section 409 of TSCA, 15 U.S.C. § 2689, it is unlawful for any person to fail or to refuse to comply with a provision of Section 401 through 412 of TSCA, 15 U.S.C. §§ 2681 through 2692, or with any rule issued thereunder.
 15. Pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a), any person who violates a provision of Section 409 of TSCA, 15 U.S.C. § 2689 shall be liable for a civil penalty.
 16. 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).
 17. Pursuant to 40 C.F.R. § 745.83, the term "person" means any natural or judicial person including any individual, corporation, partnership, or association; any Indian Tribe, State, or political subdivision thereof; any interstate body; and any department, agency, or instrumentality of the Federal Government.
 18. 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.
 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 40 C.F.R. § 745.103 and Section 401(17) of TSCA, 15 U.S.C. § 2681(17), 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 six (6) years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.
 21. In 2021, Respondent was a "firm" that performed a "renovation," as those terms are defined at 40 C.F.R. § 745.83, at each of the following properties (collectively, "Renovation Properties"):
 - a. 1911 Swamp Road, Furlong, Pennsylvania;
 - b. 33 Heyburn Road, Chadds Ford, Pennsylvania;
 - c. 529 E. Winchester Ave., Langhorne, Pennsylvania;
 - d. 3211 Edge Lane, Thorndale, Pennsylvania; and

- e. 857 River Road, Yardley, Pennsylvania.
22. Each of the Renovation Properties were constructed prior to 1978 and are “target housing” as that term is defined in Section 401(17) of TSCA, 15 U.S.C. § 2681(17).
 23. Pursuant to 40 C.F.R. § 745.82(a), Respondent performed a renovation for compensation and was subject to the RRP Rule for each of the Renovation Properties.
 24. The renovations performed by Respondent at each of the Renovation Properties were featured on individual episodes of the DIY Network TV show *Stone House Revival* in 2021, which were reviewed by a duly designated representative of the EPA.
 25. On August 24, 2021, a duly designated representative of the EPA conducted a records inspection at Respondent’s office located at 7660 Tohickon Hill Road in Pipersville, Pennsylvania to determine Respondent’s level of compliance with the RRP Rule.

Count I
Failure to Obtain Initial Firm Certification

26. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
27. Pursuant to 40 C.F.R. § 745.81(a)(2), firms are required to be EPA certified under § 745.89 prior to performing renovations at target housing.
28. Respondent was not an EPA certified firm at the time it performed the renovations at each of the Renovation Properties.
29. Respondent’s acts or omissions described in the paragraph immediately above constitute a violation of 40 C.F.R. § 745.81(a)(2) and Sections 15 and 409 of TSCA, 15 U.S.C. §§ 2614 and 2689.

Count II
Failure to Ensure a Certified Renovator is Assigned

30. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
31. Pursuant to 40 C.F.R. § 745.89(d)(2), firms are required to ensure that a certified renovator is assigned to each renovation performed by the firm and discharges all of the certified renovator responsibilities identified in § 745.90.
32. Respondent did not ensure that a certified renovator was assigned to the renovations it performed at each of the Renovation Properties.
33. Respondent’s acts or omissions described in the paragraph immediately above constitute five (5) violations of 40 C.F.R. § 745.89(d)(2) and Sections 15 and 409 of TSCA, 15 U.S.C. §§ 2614 and 2689.

Count III

Failure to Provide Owner with EPA-Approved Lead Hazard Pamphlet

34. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
35. Pursuant to 40 C.F.R. § 745.84(a), firms are required to provide EPA's *Renovate Right: Important Lead Hazard Information for Families, Child Care Providers* pamphlet to owners of dwelling units before beginning renovation activities.
36. Respondent failed to provide the respective owners with EPA's *Renovate Right: Important Lead Hazard Information for Families, Child Care Providers* pamphlet prior to beginning renovation activities at each of the Renovation Properties.
37. Respondent's acts or omissions described in the paragraph immediately above constitute five (5) violations of 40 C.F.R. § 745.84(a) and Sections 15 and 409 of TSCA, 15 U.S.C. §§ 2614 and 2689.

Count IV

Failure to Retain Records Demonstrating Compliance with Work Practices

38. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
39. 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 Rule for a period of 3 years following completion of the renovation.
40. Pursuant to 40 C.F.R. §745.86(b), the types of records required to be retained under 40 C.F.R. § 745.86(a) 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). 40 C.F.R. §745.86(b)(6).
41. At the time of the August 24, 2021 inspection, Respondent had not retained records documenting compliance with 40 C.F.R. § 745.85(a) and (b) as required by 40 C.F.R. §745.86(b)(6) for the renovations performed at each of the Renovation Properties.
42. Respondent's acts or omissions described in the paragraph immediately above constitute five (5) violations of 40 C.F.R. § 745.86(b) and Sections 15 and 409 of TSCA, 15 U.S.C. §§ 2614 and 2689.

Count V

Failure to Post Warning Signs

43. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.

44. Pursuant to 40 C.F.R. § 745.85(a)(1), firms are required to 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.
45. Respondent did not post signs clearly defining the work area during the renovations it performed at each of the Renovation Properties.
46. Respondent's acts or omissions described in the paragraph immediately above constitute five (5) violations of 40 C.F.R. § 745.85(a)(1) and Sections 15 and 409 of TSCA, 15 U.S.C. §§ 2614 and 2689.

**Count VI
Failure to Confine Work Area**

47. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
48. Pursuant to 40 C.F.R. § 745.85(a)(2)(i)(C), firms are required to close windows and doors in the work area, cover doors with plastic sheeting or other impermeable material, and/or cover doors used as an entrance to the work with plastic sheeting or other impermeable material in a manner that allows workers to pass through while confining dust and debris to the work area.
49. Respondent did not confine the work areas during renovation activities at the following properties:
 - a. 1911 Swamp Road, Furlong, Pennsylvania;
 - b. 529 E. Winchester Ave., Langhorne, Pennsylvania; and
 - c. 857 River Road, Yardley, Pennsylvania.
50. Respondent's acts or omissions described in the paragraph immediately above constitute three (3) violations of 40 C.F.R. § 745.85(a)(2)(i)(C) and Sections 15 and 409 of TSCA, 15 U.S.C. §§ 2614 and 2689.

**Count VII
Failure to Cover Floor Surface Area**

51. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
52. Pursuant to 40 C.F.R. § 745.85(a)(2)(i)(D), firms are required, before beginning a renovation, to 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.
53. Before beginning the renovation at 3211 Edge Lane in Thorndale, Pennsylvania Respondent did not cover the floor surface area.

54. Respondent's acts or omissions described in the paragraph immediately above constitute 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.

Count VIII

Failure to Prohibit Use of Machines That Remove Paint Through High-Speed Operations

55. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
56. Pursuant to 40 C.F.R. § 745.85(a)(3)(ii), firms shall prohibit the use of machines that remove lead-based paint through high-speed operation such as sanding, grinding, power planing, needle gun, abrasive blasting, or sandblasting, unless such machines are used with HEPA exhaust control.
57. Respondent used a high-speed operation machine to remove lead-based paint during the renovation performed at 857 River Road in Yardley, Pennsylvania.
58. Respondent's acts or omissions described in the paragraph immediately above constitute a violation of 40 C.F.R. § 745.85(a)(3)(ii) and Sections 15 and 409 of TSCA, 15 U.S.C. §§ 2614 and 2689.

Count IX

Failure to Contain Waste

59. The information and allegations in the preceding paragraphs of this Consent Agreement are incorporated herein by reference.
60. Pursuant to 40 C.F.R. § 745.85(a)(4), firms are required to contain waste from renovation activities to prevent releases of dust and debris as required by 40 C.F.R. § 745.85(a)(4)(i), (ii) and (iii).
61. Respondent did not contain the waste collected from the renovation activities performed at the following properties:
- a. 1911 Swamp Road, Furlong, Pennsylvania; and
 - b. 33 Heyburn Road, Chadds Ford, Pennsylvania.
62. Respondent's acts or omissions described in the paragraph immediately above constitute two (2) violations of 40 C.F.R. § 745.85(a)(4) and Sections 15 and 409 of TSCA, 15 U.S.C. §§ 2614 and 2689.

CIVIL PENALTY

63. 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 *TWO THOUSAND AND FIVE HUNDRED* dollars (\$2,500), which Respondent shall be liable to pay in accordance with the terms set forth below.

64. The civil penalty is based upon EPA's consideration of a number of factors, including the penalty criteria ("statutory factors") set forth in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), including, the following: the nature, circumstances, extent and gravity of the violations, and with respect to 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 August 2010 *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 in Section 16(a)(2)(B) of TSCA, 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.
65. The civil penalty is also based upon an analysis of Respondent's ability to pay a civil penalty. This analysis was based upon information submitted to EPA by Respondent, including the following: U.S. Return of Partnership Income Form 1065 for tax years 2017-2022, and a Financial Statement and Accountant's Compilation Report, dated June 7, 2023.
66. Based upon this analysis, EPA has determined that the Respondent is unable to pay a civil penalty in excess of the dollar amount set forth in Paragraph 63, above, in settlement of the above-captioned action. 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.*, Docket No.: TSCA-03-2023-0131;
 - 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:

Jennifer M. Abramson
Senior Assistant Regional Counsel
Abramson.Jennifer@epa.gov

and

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

67. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, EPA is entitled to assess interest and late payment penalties on outstanding debts owed to the United States and a charge to cover the costs of processing and handling a delinquent claim, as more fully described below. Accordingly, Respondent's failure to make timely payment 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.
68. 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).
69. 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).
70. 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.
71. 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).
72. Respondent agrees not to deduct for federal tax purposes the civil penalty assessed in this Consent Agreement and Final Order.

73. The parties consent to service of the Final Order by e-mail at the following valid email addresses: Abramson.Jennifer@epa.gov (for Complainant), and Stephen@sdgconstruct.com (for Respondent).

GENERAL SETTLEMENT CONDITIONS

74. 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.
75. 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.
76. 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 firm and renovator certification violations alleged in this Consent Agreement.

OTHER APPLICABLE LAWS

77. 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

78. 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

79. 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

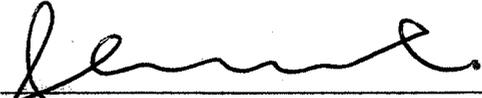
80. The effective date of this Consent Agreement and Final Order is the date on which the Final Order, signed by the Regional Administrator of EPA, Region III, or his/her designee, the Regional Judicial Officer, is filed along with the Consent Agreement with the Regional Hearing Clerk pursuant to the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

ENTIRE AGREEMENT

81. 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: SDG Design & Construction LLC

Date: 7/28/23

By: 
Stephen E. Drummond, Partner
SDG Design & Construction LLC

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]

Jennifer M. Abramson
Senior Assistant Regional Counsel
U.S. EPA – Region III

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
Philadelphia, Pennsylvania 19103

FILED
Sep 12, 2023
12:52 pm
U.S. EPA REGION III
HEARING CLERK

In the Matter of: : U.S. EPA Docket No. TSC-03-2023-0131
: :
SDG Design & Construction LLC : **Proceeding under Section 16(a) of the Toxic**
7660 Tohickon Hill Road : **Substances Control Act, 15 U.S.C. Section**
Pipersville, PA 18947 : **2615(a)**
: :
Respondent, : :
: :
1911 Swamp Road : :
Furlong, PA 18925 : :
: :
33 Heyburn Road : :
Chadds Ford, PA 19317 : :
: :
529 E. Winchester Ave. : :
Langhorne, PA 19047 : :
: :
3211 Edge Lane : :
Thorndale, PA 19372 : :
: :
857 River Road : :
Yardley, PA 19067 : :
: :
Target Housing. :

FINAL ORDER

Complainant, the Director of the of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency, Region III, and Respondent, SDG Design & Construction LLC 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 August 2010 *Consolidated Enforcement Response and Penalty Policy for the Pre-Renovation Education Rule*;

Renovation, Repair and Painting Rule; and Lead-Based Paint Activities Rule, and the statutory factors set forth in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B).

NOW, THEREFORE, PURSUANT TO Section 16(a) of 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 *TWO THOUSAND AND FIVE HUNDRED* dollars (\$2,500), 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:	:	U.S. EPA Docket No. TSCA-03-2023-0131
	:	
SDG Design & Construction LLC	:	Proceeding under Section 16(a) of the Toxic
7660 Tohickon Hill Road	:	Substances Control Act, 15 U.S.C. Section
Pipersville, PA 18947	:	2615(a)
	:	
Respondent,	:	
	:	
1911 Swamp Road	:	
Furlong, PA 18925	:	
	:	
33 Heyburn Road	:	
Chadds Ford, PA 19317	:	
	:	
529 E. Winchester Ave.	:	
Langhorne, PA 19047	:	
	:	
3211 Edge Lane	:	
Thorndale, PA 19372	:	
	:	
857 River Road	:	
Yardley, PA 19067	:	
	:	
Target Housing.	:	

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:

Stephen E. Drummond, Partner
SDG Design & Construction LLC
Stephen@sdgconstruct.com
7660 Tohickon Hill Road
Pipersville, PA 18947

In Re: SDG Design & Construction LLC

EPA Docket No. TSCA-03-2023-0131

Jennifer M. Abramson
Senior Assistant Regional Counsel
U.S. EPA, Region III
Abramson.Jennifer@epa.gov

Annie Hoyt
Compliance Officer
U.S. EPA, Region III
Hoyt.Annie@epa.gov

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