



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 2
2890 WOODBRIDGE AVENUE
EDISON, NEW JERSEY 08837-3679

JUN 14 2018

CERTIFIED MAIL RETURN RECEIPT REQUESTED

Article Number 7016 1370 0002 1272 1710

Michael Definis
Michael Definis All Pro Contracting Inc.
140 Laurel Avenue
Stirling, NJ 07980

Re: Michael Definis All Pro Contracting Inc., Docket No. TSCA-02-2018-9173

Dear Mr. Definis:

Enclosed is a fully executed copy of the Administrative Expedited Settlement Agreement and Final Order in the above-referenced proceeding, signed by the Regional Judicial Officer of the U.S. Environmental Protection Agency, Region 2.

Please contact Jerry Somma at (732) 321-6681, should you have any questions regarding this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "John Gorman".

John Gorman, Chief
Pesticides and Toxic Substances Branch

Enclosure

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 2

RECEIVED

IN THE MATTER OF:

) Docket No.
) TSCA-02-2018-9173

MAY 29 2018

Michael Definis All Pro Contracting Inc.
Respondent.

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

EXPEDITED SETTLEMENT AGREEMENT

1. The U.S. Environmental Protection Agency (“EPA”) alleges Michael Definis All Pro Contracting Inc., (“Respondent”) failed to comply with Sections 402, 406, and 407 of the U.S. Toxic Substances Control Act (“TSCA”), 15 U.S.C. §§ 2682, 2686, and 2687, respectively.
2. Respondent offered to perform a residential renovation or repairs at a property located at: 5 4th Place, Brooklyn, New York 11231. (Hereinafter referenced to as “property” or “the property”)
3. The aforementioned residential housing property in Paragraph 2, above, was constructed prior to 1978 and is target housing¹ subject to the Renovation, Repair, and Painting Rule.
4. Respondent was required, under 40 CFR § 745.89(a), pursuant to 40 C.F.R. § 745.81(a)(2)(ii), to obtain initial firm certification from EPA. 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 regulations pertaining to residential property renovations in regards to the property described in Paragraph 2, for a period of 3 years, following completion of the renovation activities. Respondent did not do this.
6. Respondent was required, pursuant to 40 C.F.R. § 745.84(a)(1)(i), to obtain, from the owner of the residential housing noted in paragraph 2, a written acknowledgement that he/she received the pamphlet. Respondent did not do this.
7. EPA and Respondent agree that settlement of this matter for a civil penalty of \$3,000 (three thousand dollars) is in the public interest.
8. 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).

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. In signing this Agreement, Respondent: (1) admits that Respondent is subject to the Residential Property Renovation requirements (40 C.F.R. § 745, Subpart E); (2) admits that EPA has jurisdiction over Respondent and Respondent's conduct as described in Paragraphs 4, 5, and 6 above; (3) neither admits nor denies the factual finding contained therein; (4) consents to the assessment of the penalty; and (5) waives any right to contest the findings contained herein.
10. 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 violation described in Paragraphs 4 & 5, above, have been corrected; and (2) Respondent is submitting proof of payment of the civil penalty with this agreement.
11. The civil penalty of \$3,000 (three thousand dollars) has been paid in accordance with the *Instructions for Making a Payment* that was provided to the Respondent.
12. Respondent will also provide, if it has not already done so, a written statement outlining actions taken to correct the violations cited above.
13. Full payment of the penalty in Paragraph 7 shall only resolve Respondent's liability for federal civil penalties for the violations and facts described in Paragraphs 4, 5, and 6 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.
14. 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.
15. 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.
16. 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.
17. Each party shall bear its own costs and fees, if any.
18. 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.

