

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 2

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In the Matter of	:	
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<b>All City Remodeling, Inc.,</b>	:	<u>CONSENT AGREEMENT</u>
	:	<u>AND</u>
	:	<u>FINAL ORDER</u>
	:	
Respondent	:	Docket No.
	:	TSCA-02-2024-9279
	:	
Proceeding under Section 16(a) of the Toxic Substances Control Act	:	

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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 All City Remodeling, Inc., (hereinafter "All City" or "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 requirements for 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.

EPA FINDINGS OF FACTS AND CONCLUSIONS OF LAW

1. Respondent All City Remodeling, Inc., is a corporation organized under the laws of New York State.
2. Respondent's primary place of business is located at 47-14 32nd Place, Long Island City, New York 11101.
3. At all times relevant, Respondent is and was a "Firm" certified to perform "Renovations" in properties in New York that include "Target Housing," as those terms are defined by 40 C.F.R. § 745.83 and 15 U.S.C. § 2681(17).
4. At all times relevant, Respondent is and was a Firm subject to the RRP Rule. Respondent sought and obtained recertification, NAT-71794-2, from EPA as a firm on April 17, 2015, which expired on July 23, 2020. Respondent's most recent RRP Certificate (NAT-71794-3) was issued on April 8, 2020, and expires on July 23, 2025.
5. In 2019, Respondent conducted renovations in Target Housing, specifically, apartments and common areas located at 26 Post Avenue, 571 West 175th Street, 584 Academy Street in New York City.
6. On May 2, 2019, duly authorized representatives of EPA Region 2's Lead Paint and Pesticides Compliance Section (LPPCS) conducted an inspection of a worksite in an apartment located at 26 Post Avenue to assess Respondent's compliance with TSCA's RRP requirements.
7. Following the inspection, EPA enforcement discovered open permits issued to All City for renovations at two additional addresses meeting the definition of Target Housing.
8. On August 19, 2019, EPA issued an Information Request Letter (IRL) regarding renovations Respondent performed at the three residential properties. On December 19, 2019, Respondent's counsel submitted its response to the IRL.
9. Based on the aforementioned inspection and on review of publicly available information and the responses received to the IRL, EPA determined that Respondent had committed violations of the RRP Rule.
10. Specifically, EPA identified the following violations of the RRP Rule committed by Respondent during the Renovations conducted at the three (3) target housing properties listed in Paragraph 4:
  - a) **Violation of 40 C.F.R. §745.84(a)(1):** Failure to provide the owner of the unit with the EPA-approved lead hazard information pamphlet.

- b) **Violation of 40 C.F.R. §745.85(c)(3):** Failure of the renovation firm to re-clean the work area until the dust clearance sample results are below the clearance standards in 40 C.F.R. §745.227(e)(8) or any applicable State, Territorial, or local standard.
- c) **Violation of 40 C.F.R. §745.87(b):** Failure or refusal to establish and maintain records, or to make available such records.
- d) **Violation of 40 C.F.R. §745.89(d)(1):** Failure of a firm to carry out its responsibility to ensure that all individuals performing renovation activities on behalf of the firm are either certified renovators or have been trained by a certified renovator.
- e) **Violation of 40 C.F.R. §745.89(d)(2):** Failure of a firm to assign a certified renovator to a Renovation.

11. Additionally, EPA inspectors observed the Respondent's violations of the following requirements of the RRP Rule during the inspection at 26 Post Avenue:

- a) **Violation of 40 C.F.R. §745.85(a)(2)(i)(C):** Failure of a firm to close windows and doors in the work area, cover doors with plastic sheeting or other impermeable material, or cover doors used for an entrance with plastic sheeting or other impermeable material that allows workers to pass through while confining dust and debris to the work area, pursuant to 40 C.F.R. §745.85 (a)(2)(i)(C).
- b) **Violation of 40 C.F.R. §745.85(a)(4)(iii):** Failure by the renovation firm to contain 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).

12. Each of Respondent's failures to comply with the requirements of the RRP Rule as identified in the preceding paragraphs constitutes an independent violation of TSCA for which penalties may be individually assessed.

13. On March 28, 2023, EPA sent Respondent a Prefiling letter setting out the alleged violations of RRP requirements and extending an offer to meet. On May 25, 2023, EPA sent Respondent the Prefiling letter a second time via Certified Mail return receipt requested. Following the issuance of the May 25, 2023, letter, Respondent's counsel contacted EPA on June 7, 2023, to request an opportunity to meet. The Parties met on multiple occasions between August 10, 2023, through March 26, 2024. During these discussions, EPA provided compliance assistance and Respondent demonstrated a commitment to compliance with the RRP Rule.

14. On April 3, 2024, the parties reached a settlement in principle and agreed to enter into this Consent Agreement.

### CONSENT AGREEMENT

Based on the foregoing, and pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a) and 40 C.F.R. § 22.18, it is hereby agreed by and between Complainant and Respondent, and voluntarily accepted by Respondent, that, for purposes of this Consent Agreement and in the interest of settling this matter expeditiously without the time, expense or uncertainty of a formal adjudicatory hearing on the merits, Respondent shall comply with the following terms and conditions:

15. Respondent knowingly (a) admits EPA, Region 2, has jurisdiction under TSCA to prosecute this proceeding; (b) neither admits nor denies the “Findings of Fact and Conclusions of Law” as set forth in this document; (c) consents to the assessment of civil penalties as set forth below; (d) consents to the issuance of the Final Order incorporating all terms and conditions of this Consent Agreement; and (e) waives any right it may have to contest the allegations set forth herein or to appeal the Final Order.

16. Respondent hereby certifies that, as of the date of its signature to this Consent Agreement, to the best of its knowledge and belief, it is now in full compliance all applicable regulatory requirements of 40 C.F.R. Part 745, Subpart E.

### PENALTY

17. Respondent agrees to pay a civil penalty in the amount of ONE HUNDRED THREE THOUSAND (\$103,000) DOLLARS (“Assessed Penalty”). Based on Respondent’s certification under penalty of perjury under the law that its cash flow and business will be adversely impacted if EPA were to require Respondent to pay the civil penalty in full, Respondent consents to pay as follows:

a) The Assessed Penalty will be paid in twelve (12) payments, as set forth in Paragraph 17(b) below, in order to complete payment of the entire Assessed Penalty and interest, which is assessed at the standard 4% rate set by the IRS. Including the Assessed Penalty and Interest, the total amount that will be paid upon completion of all the payments will be \$104,459.99.

b) Respondent shall make payments in accordance with the following schedule:

A payment of \$30,000, consisting of \$30,000 principal, plus \$0.00 interest, shall be made *on or before* thirty (30) days from the date on which the Regional Administrator signs the Final Order (Payment No. 1);

A payment of \$6,879.69, consisting of \$6,636.36 principal, plus \$243.33 interest, shall be made *on or before* sixty (60) days from the date on which the Regional Administrator signs the Final Order (Payment No. 2);

A payment of \$6,857.57, consisting of \$6,636.36 principal, plus \$221.21 interest, shall be made *on or before* ninety (90) days from the date on which the Regional Administrator signs the Final Order (Payment No. 3);

A payment of \$6,835.45, consisting of \$6,636.36 principal, plus \$199.09 interest, shall be made *on or before* one hundred twenty (120) days from the date on which the Regional Administrator signs the Final Order (Payment No. 4);

A payment of \$6,813.33, consisting of \$6,636.36 principal, plus \$176.97 interest, shall be made *on or before* one hundred fifty (150) days from the date on which the Regional Administrator signs the Final Order (Payment No. 5);

A payment of \$6,791.21, consisting of \$6,636.36 principal, plus \$154.85 interest, shall be made *on or before* one hundred eighty (180) days from the date on which the Regional Administrator signs the Final Order (Payment No. 6);

A payment of \$6,769.09, consisting of \$6,636.36 principal, plus \$132.73 interest, shall be made *on or before* two hundred ten (210) days from the date on which the Regional Administrator signs the Final Order (Payment No. 7);

A payment of \$6,746.97, consisting of \$6,636.36 principal, plus \$110.61 interest, shall be made *on or before* two hundred forty (240) days from the date on which the Regional Administrator signs the Final Order (Payment No. 8);

A payment of \$6,724.84, consisting of \$6,636.36 principal, plus \$88.48 interest, shall be made *on or before* two hundred seventy (270) days the date on which the Regional Administrator signs the Final Order (Payment No. 9);

A payment of \$6,702.72, consisting of \$6,636.36 principal, plus \$66.36 interest, shall be made *on or before* three hundred (300) days from the date on which the Regional Administrator signs the Final Order (Payment No. 10);

A payment of \$6,680.60, consisting of \$6,636.36 principal, plus \$44.24 interest, shall be made *on or before* three hundred thirty (330) days from the date on which the Regional Administrator signs the Final Order (Payment No. 11);

A payment of \$6,658.52, consisting of \$6,636.40 principal, plus \$22.12 interest, shall be made *on or before* three hundred sixty (360) days the date on which the Regional Administrator signs the Final Order (Payment No. 12).

- c) Notwithstanding Respondent's agreement to pay the Assessed Penalty in accordance with installment schedule set forth above, Respondent may pay the entire Assessed Penalty of \$103,000 within thirty (30) days of the date on which the Regional Administrator signs the Final Order, and thereby avoid the payment of interest pursuant to 40 C.F.R. § 13.11(a). In addition, Respondent may, at any time

after the commencement of payments under the installment schedule, elect to pay the entire principal balance remaining, together with any interest and other charges accrued up to the date of such full payment.

18. Respondent shall pay the Assessed Penalty and any interest, fees, and other charges due using any method, or combination of appropriate methods, as provided on the EPA website: <https://www.epa.gov/financial/makepayment>. For additional instructions see: <https://www.epa.gov/financial/additional-instructions-making-payments-epa>.

19. When making a payment Respondent shall:

- a) Identify each payment with Respondent's name and the docket number of this Agreement: *All City Remodeling, Inc.*, TSCA-02-2024-9279.
- b) Concurrently with any payment or within 24 hours of any payment, Respondent shall serve proof of any payment to the following persons:

Karen Maples  
Regional Hearing Clerk  
USEPA – Region 2  
290 Broadway – 17<sup>th</sup> Floor  
New York, New York 10007-1866  
[Maples.Karen@epa.gov](mailto:Maples.Karen@epa.gov)

Jerry Somma, Enforcement Officer  
USEPA – Region 2  
Pesticides and Toxic Substances Compliance Branch  
Enforcement Compliance Assurance Division  
2890 Woodbridge Road (MS-225)  
Edison, New Jersey 08837-3679  
[Somma.Jerry@epa.gov](mailto:Somma.Jerry@epa.gov)

And

Milton Wise  
Fines & Penalties  
Cincinnati Finance Center  
P.O. Box 979078  
St. Louis, MO 63197-9000  
[Wise.Milton@epa.gov](mailto:Wise.Milton@epa.gov)

“Proof of Payment” means, as applicable, a copy of the check, confirmation of wire or automated transfer clearinghouse, and any other information required to demonstrate that

payment has been made according to EPA requirements, in the amount due, and identified with the appropriate docket number and Respondent's name.

20. Interest, Charges, and Penalties on Late Payments. Pursuant to 15 U.S.C. § 2615 and 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. § 13.11, if Respondent fails to timely pay any portion of the Assessed Penalty per this Agreement, the entire unpaid balance of the Assessed Penalty and all accrued interest shall become immediately due and owing, and EPA is authorized to recover the following amounts:

- a) **Interest.** Interest begins to accrue from the date on which the Regional Administrator signs the Final Order. If the Assessed Penalty is paid in full within thirty (30) days, accrued interest is waived. If the Assessed Penalty is not paid within thirty (30) days, interest will continue to accrue until any unpaid portion of the Assessed Penalty as well as any interest, penalties and other charges are paid in full. To protect the interests of the United States the rate of interest is set at the IRS standard and underpayment rate, any lower rate would fail to provide Respondent adequate incentive for timely payment.
- b) **Handling Charges:** Respondent will be assessed monthly a charge to cover EPA's costs of covering handling and processing overdue debts. If Respondent fails to pay the Assessed Penalty accordance with this Agreement, EPA will assess a charge to cover the costs of any handling charges for the first thirty (30) day period after the date on which the Regional Administrator signs the Final Order. Additional handling charges will be assessed every thirty (30) days, or any portion thereof, until the unpaid portion of the Assessed Penalty as well as any accrued interest, penalties, and any other charges are paid in full.
- c) **Late Payment Penalty:** A late payment penalty of six percent (6%) per annum, will be assessed monthly on all debts, including any unpaid portion of the Assessed Penalty, interest, and other charges, that remain delinquent for more than ninety (90) days. Any such amounts will accrue from the date on which the Regional Administrator signs the Final Order.

21. In addition to the amounts described in the previous Paragraph, if Respondent fails to timely pay any portion of the Assessed Penalty, interest, or other charges and penalties per this Agreement, EPA may take additional actions. Such actions EPA may take include, but are not limited to, the following:

- a) Refer the debt to a credit reporting agency or a collection agency, per 40 C.F.R. §§13.13 and 13.14.
- b) Collect the debt by administrative offset (i.e., withholding of money payable to the United States government to, or held by the United States government for, a person, to satisfy the debt the person owes the United States government), which includes, but is not limited to, referral to the Internal Revenue Service for offset against income tax refunds, per 40 C.F.R. Part 13, Parts C and H.

- c) Suspend or revoke Respondent's license or other privileges or suspend or disqualify Respondent from doing business with EPA or engaging in programs EPA sponsors or funds, per 40 C.F.R. § 13.17.

22. Per 15 U.S.C. § 2615(a), the Attorney General will bring a civil action in the appropriate district court to recover the full remaining balance of the debt interest. In such an action, the validity, amount, and appropriateness of the Assessed Penalty shall not be subject to review.

23. Allocation of Payments. Pursuant to 31 C.F.R. § 901.9(f) and 40 C.F.R. § 13.11(d), a partial payment of debt will be applied first to outstanding handling charges, second to late penalty charges, to accrued interest, and last to the principal that is the outstanding Penalty Assessment amount.

24. Tax Treatment of Penalties. Penalties, interest, and other charges paid pursuant to this Agreement shall not be deductible for purposes of federal taxes.

25. IRS Required Notice: Respondent should confer with its accountant for applicability. For purposes 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 U.S.C. § 1.62-21(b)(2), submittal of Quarterly Reports for a period of one year is restitution, remediation, or required to come into compliance with the law.

26. Pursuant to 26 U.S.C. § 6050X and 26 U.S.C. § 1.6050X-1, EPA is required to send to the Internal Revenue Service ("IRS"), annually, a completed Form 1098-F (Fines, Penalties), and Other Amounts" with respect to any court order or settlement agreement reasonably believes will be equal to, or in excess of, fifty thousand (\$50,000) dollars for the payor's violation of any law or the investigation or the inquiry into the payor's potential violation of any law, including amounts paid for "restitution or remediation of property" or to "come into compliance" with a law. EPA is further required to furnish a written statement, which represents the same information provided to the EPA, to each payor (*i.e.*, a copy of Form 1098-F). Failure to comply with providing IRS Form W-9, or Tax Identification Number ("TIN"), as described below, may subject Respondent to a penalty, per 26 U.S.C. § 6723, 26 U.S.C. § 6724 (d)(3) and 26 C.F.R. § 301.6723-1. In order to provide EPA with sufficient information to enable it to fulfill these obligations, EPA herein requires, and Respondent herein agrees, that

- a) Respondent shall complete an IRS Form W-9 ("Request for Taxpayer Identification Number and Certification"), which is available at <https://www.irs.gov/pub/irs-pdf/fw9.pdf>.
- b) Respondent shall therein certify that its completed IRS Form W-9 includes Respondent's correct TIN or that Respondent has applied and is waiting for issuance of a TIN.
- c) Respondent shall email its completed IRS Form W-9 to EPA's Cincinnati Finance Center at [Wise.Milton@epa.gov](mailto:Wise.Milton@epa.gov) within thirty (30) days after the Final Order ratifying



this Agreement is filed, and EPA recommends encrypting IRS Form W-9 email correspondence; and,

- d) In the event Respondent has certified in its completed IRS Form W-9 that it has applied for a TIN and that TIN has not been issued to Respondent within thirty (30) days after the Effective Date, then Respondent, using the same email address, identified in the preceding subparagraph, shall further:
  - i) notify EPA's Cincinnati Finance Center of this fact, via email, within thirty (30) days from the date of the Regional Administrator's signature of the Final Order, and
  - ii) provide EPA's Cincinnati Finance Center with Respondent's TIN, via email, within five (5) days of Respondent's issuance and receipt of the TIN.

### **QUARTERLY REPORTING**

27. Respondent agrees to submit four quarterly reports (hereinafter "Quarterly Reports") to EPA documenting its compliance with the RRP Rule and to ensure its future compliance with the RRP Rule.

- a) The first quarter shall commence thirty (30) days following the date on which the Regional Administrator signs the Final Order. Each Quarterly Report shall be submitted by Respondent and received by EPA no later than thirty (30) days following the end of the preceding quarter.
- b) Each Quarterly 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 conducted or underway:
  - i) 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),
  - ii) The character of the Renovation (*e.g.*, residential home, multi-family apartment building, school building, conversion to housing),
  - iii) The specific renovation work to be performed,
  - iv) The original year of construction of the building(s),
  - v) If a multi-family building, provide the number of floors and number of apartments per floor,
  - vi) The character of the Renovation (*e.g.*, residential home, multi-family apartment building, school building, conversion to housing),
  - vii) Whether the Renovation site was/will be occupied at the time of the renovation,

- viii) 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,
  - ix) The name, address, and telephone number of the property owner,
  - x) The scheduled dates of work, including start date and projected finish date; and,
  - xi) A Completed RRP Compliance Enhanced Checklist<sup>1</sup> for the Renovation, incorporated herein as Attachment A.
- c) In the event no transactions subject to the provisions of 40 C.F.R. Part 745, Subpart E, are undertaken in a given quarter, Respondent shall so state in the Quarterly Report for that quarter.
- d) The Quarterly Reports shall be sent to the following addressee, by e-mail:
- Jerry Somma  
Enforcement Officer  
Lead Paint and Pesticides Compliance Section  
Pesticides and Toxic Substances Compliance Branch  
U.S. Environmental Protection Agency – Region 2  
2890 Woodbridge Avenue – MS 225  
Edison, New Jersey 08837  
[Somma.Jerry@epa.gov](mailto:Somma.Jerry@epa.gov)
- e) Each Quarterly 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.*

28. Respondent shall be subject to stipulated penalties for the failure to (1) provide the required substantive content in the Quarterly Report or (2) submit the required Quarterly 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

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<sup>1</sup> Use of the RRP Enhanced Checklist is intended as an adjunct to the requirements of 40 C.F.R. Part 745 subpart E and an aid to future compliance therewith. Its use shall not be a substitute for compliance with the RRP Rule nor a defense to the failure to do so.

29. 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 Paragraphs 17 and 18, 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.

30. Following receipt of the Quarterly Report, EPA will either accept or explicitly Reject the Quarterly Report(s) and notify Respondent, in writing, of deficiencies in the Quarterly Report, granting Respondent an additional thirty (30) days in which to correct any deficiencies and to resubmit the Quarterly Report to EPA. If the identified deficiency(ies) in the Quarterly 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) calendar days to correct any deficiencies, finds the same type of deficiencies remain, then EPA may seek stipulated penalties in accordance with Paragraph 28, above.

31. If, in the future, EPA believes that any of the certified information provided In the Quarterly Reports 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 28, above, for non-compliance, initiate a separate criminal investigation pursuant to 18 U.S.C. § 1001 *et seq.* or any other applicable law.

32. 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 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) calendar 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.

33. Delays:

- a) If any unforeseen event occurs which causes or may cause delays in the submission of the Quarterly Report(s) as required herein, Respondent shall notify EPA in writing within (14) calendar 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 Quarterly 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 Quarterly 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 Quarterly 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.

#### **GENERAL PROVISIONS**

34. Any responses, documentation, and communication submitted in connection with this Consent Agreement shall be sent to the EPA addressee identified in Paragraph 27(d), above by e-mail. Unless the above-named EPA contact is later advised otherwise in writing, by e-mail, EPA shall address any future written correspondence (including any correspondence related to payment of the penalty) to Respondent at the following e-mail address:

George Tsimoyianis  
All City Remodeling, Inc.  
47-14 32<sup>nd</sup> Place  
Long Island City, New York 11101  
Email: [allisonm@allcityremodeling.com](mailto:allisonm@allcityremodeling.com)

and

Brian L. Gardner, Esq.  
Cole Schotz, P.C.  
1325 Avenue of the Americas, 19<sup>th</sup> Floor  
New York, New York 10019  
Email: [bgardner@coleschotz.com](mailto:bgardner@coleschotz.com)

and

Jill B. Richardson, Esq.  
Cole Schotz, P.C.  
1325 Avenue of the Americas, 19<sup>th</sup> Floor  
New York, New York 10019  
Email: [jrichardson@coleschotz.com](mailto:jrichardson@coleschotz.com)

35. Respondent consents to the use of electronic signatures in this matter and to service upon it a copy 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.

36. Respondent certified that the information and documentation it submitted to EPA on October 20, 2023, regarding documenting its return to compliance with the RRP Rule consisting of firm certification, renovator certifications, RRP packet containing work practice and recordkeeping forms are accurate, complete, and not misleading. EPA has relied on the accuracy of the documentation submitted by Respondent during the negotiation of the settlement.

37. Respondent acknowledges its awareness 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. Complainant reserves the right to seek and obtain appropriate relief if Complainant obtains evidence that the information or documentation provided and/or representations made to Complainant regarding Respondent's financial condition and gross annual income is false or, in any material respect, inaccurate.

38. Respondent has read this Consent Agreement, understands its terms, and consents to the issuance of the Final Order accompanying this Consent Agreement. Respondent further consents to making payment of the entire amount of the civil penalty in accordance with the terms and schedule set forth above.

39. Any responses, documentation and other communications submitted to EPA in connection with this Consent Agreement shall be sent via E-mail to the following:

Jerry Somma  
Enforcement Officer  
Lead Paint and Pesticides Compliance Section  
Pesticides and Toxic Substances Compliance Branch  
U.S. Environmental Protection Agency – Region 2  
2890 Woodbridge Avenue – MS 225  
Edison, New Jersey 08837  
[Somma.Jerry@epa.gov](mailto:Somma.Jerry@epa.gov)

And

Melva J. Hayden, Esq.  
Assistant Regional Counsel  
U.S. Environmental Protection Agency – Region 2  
290 Broadway – 16<sup>th</sup> Floor  
New York, New York 10007-1866  
[Hayden.Melva@epa.gov](mailto:Hayden.Melva@epa.gov)

40. Unless the above-named EPA contacts are subsequently advised in writing, EPA shall direct any future written communications to Respondent related to this proceeding, including any communications related to failure to make payment in accordance with the provisions of this CA/FO, via E-mail to the addressees noted in Paragraph 34 of this section.
41. This CA/FO is not intended, and shall not be construed, to waive, extinguish or otherwise affect Respondent's obligation to comply with all applicable federal, state, and local laws and regulations, nor is it intended or to be construed to be a ruling on or determination of any issue related to any federal, state, or local permit.
42. Full payment of the penalty amount set forth above in accordance with the terms herein, as well as any interest or late payment handling charges that accrue, shall only resolve Respondent's liability for federal civil penalties for the facts described in Paragraphs 1-9, and violations described in Paragraphs 10-12 of the "Findings of Fact and Conclusions of Law" section, above. Respondent shall not be liable for new or additional federal civil penalties for claims arising out of or related to the facts described in Paragraphs 1-9 and violations described in Paragraphs 10-12 of the "Findings of Facts and Conclusions of Law." Nothing herein shall affect the authority of the EPA (or the United States on behalf of EPA) to pursue appropriate injunctive relief or otherwise seek equitable relief or criminal sanctions for any violation(s) of law resulting from or pertaining to, *inter alia*, Respondent's conduct of Renovations.
43. 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 the assertions or allegations contained in the Findings of Fact and Conclusions of Law of this document.
44. Respondent agrees not to contest the validity or any term of this Consent Agreement and Final Order in any action, suit or proceeding brought by the United States on behalf of EPA: a) 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 State to enforce the provisions of this Consent Agreement and Final Order.
45. This Consent Agreement and any provision herein shall not be construed as an admission of liability in any adjudicatory or administrative proceeding, except in an action, suit or proceeding to enforce this Consent Agreement or any of its terms and conditions.
46. Compliance with the requirements and provisions of this CA/FO shall not constitute a defense to any subsequent (*i.e.* following the filing of this document) action, suit or proceeding EPA (or the United States on behalf of EPA) may commence pursuant to any applicable federal statutory or regulatory provision for any violation(s) occurring after the date of the execution of the Final Order accompanying this Consent Agreement, or for any violation(s) of TSCA statutory or regulatory requirements or prohibitions not alleged herein but that may have occurred prior to the date of the execution of the Final Order accompanying this Consent Agreement.

Notwithstanding the foregoing, nothing in this paragraph shall be deemed a waiver or release of Respondent's rights, claims, and/or defenses, whether in law or in equity, related to or arising out of any time-barred claims.

47. Nothing in this CA/FO is intended or is to be construed to operate to resolve or serve as a defense to any criminal liability of Respondent for any TSCA violations, whether such violations occurred prior or subsequent to the filing of the Final Order accompanying this Consent Agreement.

48. If any requirement or obligation of this CA/FO is held invalid or stayed by a court of competent jurisdiction, such action is not intended, and shall not, negate, abrogate or otherwise affect the validity and Respondent's obligation to comply with, and to maintain such compliance, with the remaining requirements and provisions of this CA/FO.

49. Each party shall bear its own costs and fees in connection with this proceeding.

50. This CA/FO is intended to, and shall, be fully binding upon the parties, their officers, directors, employees, successors and/or assigns (as applicable).

51. Respondent's signatory certifies to possessing due and full authorization to: a) enter into and ratify this CA/FO and all the terms, provisions, and requirements set forth in this CA/FO; and b) bind Respondent, its officials, authorized representatives, and successors or assigns to comply with and abide by all the terms, provisions, and requirements thereof.

52. The Parties agree that this Agreement may be signed electronically and in part and counterpart by each signatory.

All City Remodeling, Inc.

RESPONDENT:

  
\_\_\_\_\_  
(SIGNATURE)

NAME: George Tsimoyianis  
(PLEASE PRINT)

TITLE: President

DATE: 9/26/2024



COMPLAINANT:

\_\_\_\_\_

Kathleen Anderson, Director  
Enforcement and Compliance Assurance Division  
U.S. Environmental Protection Agency, Region 2  
290 Broadway, 21<sup>st</sup> Floor  
New York, New York 10007-1866

DATE: \_\_\_\_\_

**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 All City Remodeling, Inc., Docket Number TSCA-02-2024-9279. 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.

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

DATE: \_\_\_\_\_

**CERTIFICATE OF SERVICE**

I certify that I have this day sent the foregoing Consent Agreement and Final Order, in the case of *In the Matter of All City Remodeling, Inc.*, Docket Number TSCA-02-2024-9279, electronically to the respective addressees listed below:

**Via E-mail to:**

Karen Maples, Regional Hearing Clerk  
U.S. Environmental Protection Agency Region 2  
290 Broadway, 17<sup>th</sup> Floor  
New York, New York 10007-1866  
[Maples.Karen@epa.gov](mailto:Maples.Karen@epa.gov)

**Copies by E-mail to:**

George Tsimoyianis  
All City Remodeling, Inc.  
47-14 32<sup>nd</sup> Place  
Long Island City, New York 11101  
Email: [allisonm@allcityremodeling.com](mailto:allisonm@allcityremodeling.com)

Jill B. Richardson, Esq.  
Coles Schotz P.C.  
1325 Avenue of the Americas – 19<sup>th</sup> Floor  
New York, New York 10019  
[JRichardson@coleschotz.com](mailto:JRichardson@coleschotz.com)

Brian L. Gardner, Esq.  
Coles Schotz P.C.  
1325 Avenue of the Americas – 19<sup>th</sup> Floor  
New York, New York 10019  
[BGardner@coleschotz.com](mailto:BGardner@coleschotz.com)

Dated : \_\_\_\_\_, 2024

\_\_\_\_\_  
Jaleesa Taylor  
WTS Branch Secretary

ATTACHMENT A – ENHANCED RRP CHECKLIST