UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

FILED
Sep 28, 2026
12:48 pm
U.S. EPA REGION 4
HEARING CLERK

In the Matter of:

Electric City Property Management & Development, LLC

Respondent.

Docket No. **TSCA-04-2026-6106(b)**

CONSENT AGREEMENT

I. NATURE OF THE ACTION

1. This is an administrative penalty assessment proceeding brought under Section 16(a) of the Toxic Substances Control Act (TSCA or the Act), 15 U.S.C. § 2615(a), and Sections 22.13(b) and 22.18 of the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits*, as codified at Title 40 of the Code of Federal Regulations (C.F.R.), Part 22.

2. This Consent Agreement and the attached Final Order shall collectively be referred to as the CAFO.

3. Having found that settlement is consistent with the provisions and objectives of the Act and applicable regulations, the Parties have agreed to settle this action pursuant to 40 C.F.R. § 22.18 and consent to the entry of this CAFO without adjudication of any issues of law or fact herein.

II. PARTIES

4. Complainant is the Director of the Enforcement and Compliance Assurance Division, United States Environmental Protection Agency (EPA), Region 4, who has been delegated the authority on behalf of the Administrator of the EPA to enter into this CAFO pursuant to 40 C.F.R. Part 22 and Section 16(a) of TSCA, 15 U.S.C. § 2615(a).

5. Respondent is Electric Property Management & Development, LLC, a limited liability company doing business in the State of South Carolina. This proceeding pertains to Respondent's management of target housing located in the State of South Carolina.

III. GOVERNING LAW

6. Pursuant to Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d, also known as Title X of the Housing and Community Development Act of 1992, the EPA promulgated regulations at 40 C.F.R. Part 745, Subpart F (40 C.F.R. §§ 745.100-119) pertaining to the leasing of "target housing." Pursuant to Title X, it is a prohibited act under Section 409 of TSCA, 15 U.S.C. § 2689, for any person to fail or refuse to comply with a provision of Title X or any rule or order issued under Title X.

7. 40 C.F.R. Part 745, Subpart F, imposes certain requirements on the lease of target housing. Generally, among other obligations under this Subpart, a lessor of target housing shall disclose to the lessee the presence of any known lead-based paint and/or lead-based paint hazards; provide available records and reports; provide the lessee with a lead hazard information pamphlet; and attach specific disclosure and warning language to the leasing contract before the lessee is obligated under a contract to lease target housing.

8. The term "target housing" is defined at 40 C.F.R. § 745.103, to mean any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than six years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.

9. The term "residential dwelling" is defined at 40 C.F.R. § 745.103, to mean a single-family dwelling, including attached structures such as porches and stoops; or a single-family dwelling unit in a structure that contains more than one separate residential dwelling unit, and in which each such unit is used or occupied, or intended to be used or occupied, in whole or in part, as the residence of one or more persons.

10. The term "lessor" is defined at 40 C.F.R. § 745.103, to mean any entity that offers target housing for lease, rent, or sublease, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations.

11. The term "lessee" is defined at 40 C.F.R. § 745.103, to mean any entity that enters into an agreement to lease, rent, or sublease target housing, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations.

12. The term "agent" is defined at 40 C.F.R. § 745.103, to mean any party who enters into a contract with a lessor, including any party who enters into a contract with a representative of the lessor, for the purpose of leasing target housing.

13. Pursuant to 40 C.F.R. § 745.107(a)(1), before the lessee is obligated under any contract to lease target housing, the lessor shall provide the lessee with an EPA-approved lead hazard information pamphlet. Such pamphlets include the EPA document entitled *Protect Your Family*

From Lead in Your Home (EPA#747-K-94-001) or an equivalent pamphlet that has been approved for use in that State by the EPA.

14. Pursuant to 40 C.F.R. § 745.113(b)(1), each contract to lease target housing shall include, as an attachment or within the contract, in the language of the contract (e.g., English, Spanish): a Lead Warning Statement with the following language: "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention."

15. Pursuant to 40 C.F.R. § 745.113(b)(2), each contract to lease target housing shall include, as an attachment or within the contract, in the language of the contract (e.g., English, Spanish): a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards. The lessor shall also disclose any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.

16. Pursuant to 40 C.F.R. § 745.113(b)(3), each contract to lease target housing shall include, as an attachment or within the contract, a list of any records or reports available to the lessor pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the lessee. If no such records or reports are available, the lessor shall so indicate.

17. Pursuant to 40 C.F.R. § 745.113(b)(4), each contract to lease target housing shall include, as an attachment or within the contract, in the language of the contract (e.g., English, Spanish): a statement by the lessee affirming receipt of the information set out in paragraphs (b)(2) and (b)(3) of 40 C.F.R. § 745.113 and the lead hazard information pamphlet required under 15 U.S.C. § 2686.

18. Pursuant to 40 C.F.R. § 745.115(a), each agent shall ensure compliance with all requirements of 40 C.F.R. Part 745, Subpart F. To ensure compliance, the agent shall:

    a. Pursuant to 40 C.F.R. § 745.115(a)(1), inform the lessor of his/her obligations under 40 C.F.R. §§ 745.107, 745.110, and 745.113.

    b. Pursuant to 40 C.F.R. § 745.115(a)(2), ensure that the lessor has performed all activities required under 40 C.F.R. §§ 745.107, 745.110, and 745.113, or personally ensure compliance with the requirements of 40 C.F.R. §§ 745.107, 745.110, and 745.113.

IV. FINDINGS OF FACT

19. Respondent is, and was at all times relevant to this CAFO, an "agent" that offered contracts to lease "residential dwellings" that are "target housing" as those terms are defined at 40 C.F.R. § 745.103.

20. On December 10, 2025, an inspector with the EPA conducted an inspection at Respondent's place of business located at 100 West Greenville Street, Anderson, South Carolina 29625, for the purpose of evaluating Respondent's compliance with the requirements of 40 C.F.R. Part 745, Subpart F.

21. At the time of the inspection, the EPA obtained copies of Respondent's records to evaluate its compliance with 40 C.F.R. Part 745, Subpart F.

22. Subsequent to the inspection, on February 3, 2026, Respondent submitted additional records to the EPA for review.

23. After review of the records, the EPA determined that Respondent had entered into contracts to lease the residential dwellings that are target housing at the following locations (the Properties) on the specified dates listed below:

    a. 103 Glendale Road, Anderson, South Carolina 29624, built in 1970, lease entered into on December 1, 2025;

    b. 302 Brook Forest Drive, Anderson, South Carolina 29626, built in 1969, lease entered into on October 1, 2025;

    c. 516 Haynie Street, Anderson, South Carolina 29624, built in 1965, lease entered into on April 1, 2024; and

    d. 1105 Fairhaven Drive, Anderson, South Carolina 29625, built in 1975, lease entered into on January 1, 2024.

24. At the time of the inspection, and subsequent to the inspection, Respondent was unable to provide records to the inspector documenting that prior to entering into the leases with the lessees for the Properties, Respondent had:

    a. Included as an attachment or within the contracts to lease target housing the appropriate Lead Warning Statement as required by 40 C.F.R. § 745.113(b)(1); and

    b. Included as an attachment or within the contracts to lease target housing, a statement by the lessee affirming receipt of the information required under 40 C.F.R. § 745.113(b)(2) and 40 C.F.R. § 745.113(b)(3), and the lead hazard pamphlet, required under 15 U.S.C. § 2686 and 40 C.F.R. § 745.107(a)(1), in accordance with 40 C.F.R. § 745.113(b)(4).

V. ALLEGED VIOLATIONS

25. Based on the information and records the EPA received, as set forth in Section IV above, the EPA alleges that prior to entering into contracts to lease residential dwellings that are target housing, Respondent failed to:

    a. Include as an attachment or within the contracts to lease target housing, the required Lead Warning Statement, in violation of 40 C.F.R. § 745.113(b)(1); and

b. Include as an attachment or within the contracts to lease target housing, a statement by the lessee affirming receipt of the information required under 40 C.F.R. § 745.113(b)(2) and 40 C.F.R. § 745.113(b)(3), and the lead hazard pamphlet, required under 15 U.S.C. § 2686 and 40 C.F.R. § 745.107(a)(1), in violation of 40 C.F.R. § 745.113(b)(4).

VI. STIPULATIONS

26. The issuance of this CAFO simultaneously commences and concludes this proceeding. 40 C.F.R. § 22.13(b).

27. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondent:

a. admits that the EPA has jurisdiction over the subject matter alleged in this CAFO;

b. neither admits nor denies the factual allegations set forth in Section IV (Findings of Facts) of this CAFO;

c. consents to the assessment of a civil penalty as stated below;

d. consents to the conditions specified in this CAFO;

e. waives any right to contest the allegations set forth in Section V (Alleged Violations) of this CAFO; and

f. waives its rights to appeal the Final Order accompanying this CAFO.

28. For the purpose of this proceeding, Respondent:

a. agrees that this CAFO states a claim upon which relief may be granted against Respondent;

b. acknowledges that this CAFO constitutes an enforcement action for purposes of considering Respondent's compliance history in any subsequent enforcement actions;

c. waives any rights it may possess at law or in equity to challenge the authority of the EPA to bring a civil action in a United States District Court to compel compliance with the CAFO, and to seek an additional penalty for such noncompliance, and agrees that federal law shall govern in any such civil action;

d. waives any right it may have pursuant to 40 C.F.R. § 22.8 to be present during any discussions with, or to be served with and reply to, any memorandum or communication addressed to EPA officials where the purpose of such discussion, memorandum, or communication is to persuade such official to accept and issue this CAFO;

e. waives any rights or defenses that Respondent has or may have for this matter to be resolved in federal court, including but not limited to any right to a jury trial, and waives any right to challenge the lawfulness of the Final Order accompanying this Consent Agreement;

f. by executing this CAFO, certifies to the best of its knowledge that Respondent is currently in compliance with all relevant requirements of 40 C.F.R. Part 745, Subpart F, and the Act; and

g. agrees to comply with the terms of the CAFO.

29. In accordance with 40 C.F.R. § 22.5, the individuals named in the Certificate of Service are authorized to receive service related to this proceeding and the Parties agree to receive service by electronic means.

VII. TERMS OF PAYMENT

30. Respondent consents to pay a civil penalty, which was calculated in accordance with the Act, in the amount of **ELEVEN THOUSAND, FIVE HUNDRED DOLLARS ($11,500.00),** which shall be paid within thirty (30) days of the Effective Date of this CAFO.

31. Respondent shall pay the civil penalty and any interest, fees, and other charges due using any method, or combination of appropriate methods, as provided on the following EPA website: https://www.epa.gov/financial/makepayment. For additional instructions, see: https://www.epa.gov/financial/additional-instructions-making-payments-epa. In addition, Respondent shall identify every payment with Respondent's name and the docket number of this CAFO, Docket No. **TSCA-04-2026-6106(b)**.

32. Respondent shall send proof of payment **via email**, within twenty-four (24) hours of payment of the civil penalty, to:

Regional Hearing Clerk
U.S. Environmental Protection Agency, Region 4
R4_Regional_Hearing_Clerk@epa.gov

and

Mathew Rouse
U.S. Environmental Protection Agency, Region 4
rouse.mathew@epa.gov

and

U.S. Environmental Protection Agency
Cincinnati Finance Center
CINWD_AcctsReceivable@epa.gov

33. "Proof of payment" means, as applicable, confirmation of credit card or debit card payment, confirmation of wire or automated clearinghouse transfer, and any other information required to demonstrate that payment has been made according to EPA requirements, in the amount due, and identified with Respondent's name and Docket No. **TSCA-04-2026-6106(b)**.

34. Interest, Charges, and Penalties on Late Payments. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, 31 U.S.C. § 3717, 31 C.F.R. § 901.9, and 40 C.F.R. §§ 13.11 and 13.12, if Respondent fails to timely pay any portion of the civil penalty under this CAFO, the entire unpaid balance of the civil penalty and all accrued interest shall become immediately due and owing, and the EPA is authorized to recover the following amounts.

    a. Interest. Interest will begin to accrue on the civil penalty from the Effective Date of this CAFO. If the civil penalty is paid within thirty (30) days of the Effective Date of this CAFO, interest is waived. If the civil penalty is not paid in full within thirty (30) days, interest will continue to accrue until any unpaid portion of the civil 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 underpayment rate, as 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 the EPA's costs of processing and handling overdue debts. If Respondent fails to pay the civil penalty in accordance with this CAFO, the EPA will assess a charge to cover the costs of handling any unpaid amounts for the first thirty (30) day period after the Effective Date. Additional handling charges will be assessed each subsequent thirty (30) days, or any portion thereof, until the unpaid portion of the civil penalty, as well as any accrued interest, penalties, and 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 civil penalty, interest, and other charges, that remain delinquent more than ninety (90) days.

35. Late Penalty Actions. In addition to the amounts described in the prior paragraph, if Respondent fails to timely pay any portion of the civil penalty, interest, or other charges and penalties per this CAFO, the EPA may take additional actions. Such actions may include, but are not limited to, the following:

    a. Refer the debt to a credit reporting agency or a collection agency (*see* 40 C.F.R. §§ 13.13 and 13.14);

    b. Collect the debt by administrative offset (i.e., the withholding of money payable by 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 (*see* 40 C.F.R. Part 13, Subparts C and H);

    c. Suspend or revoke Respondent's licenses or other privileges, or suspend or disqualify Respondent from doing business with the EPA or engaging in programs the EPA sponsors or funds (*see* 40 C.F.R. § 13.17); and/or

    d. 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 plus interest. In any such action, the validity, amount, and appropriateness of the civil penalty shall not be subject to review.

36. 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, third to accrued interest, and last to the principal that is the outstanding civil penalty amount.

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

VIII. EFFECT OF THE CAFO

38. In accordance with 40 C.F.R. § 22.18(c), Respondent's full compliance with this CAFO shall only resolve Respondent's liability for federal civil penalties for the violations and facts specifically alleged above.

39. Full payment of the civil penalty, as provided in Section VII (Terms of Payment), shall not in any case affect the right of the EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law. 40 C.F.R. § 22.18(c).

40. Nothing in this CAFO shall relieve Respondent of the duty to comply with all applicable provisions of the Act and other federal, state, or local laws or statutes, nor shall it restrict the EPA's authority to seek compliance with any applicable laws or regulations, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state, or local permit, except as expressly provided herein.

41. Nothing herein shall be construed to limit the power of the EPA to undertake any action against Respondent or any person in response to conditions that may present an imminent hazard as provided under the Act.

42. The terms, conditions, and compliance requirements of this CAFO may not be modified or amended except upon the written agreement of both Parties, and approval of the Regional Judicial Officer.

43. The provisions of this CAFO shall apply to and be binding upon Respondent and its officers, directors, employees, agents, trustees, authorized representatives, successors, and assigns.

44. Any change in the legal status of Respondent, or changes pertaining to the ownership and/or management of the Properties identified in Paragraph 23, will not in any way alter Respondent's obligations and responsibilities under this CAFO.

45. By signing this Consent Agreement, Respondent acknowledges that this CAFO will be available to the public and agrees that this CAFO does not contain any confidential business information or personally identifiable information.

46. By signing this Consent Agreement, the Complainant and the undersigned representative of Respondent each certify that he or she is fully authorized to execute and enter into the terms and conditions of this CAFO and has the legal capacity to bind the party he or she represents to this CAFO.

47. By signing this Consent Agreement, both Parties agree that each party's obligations under this CAFO constitute sufficient consideration for the other party's obligations.

48. By signing this Consent Agreement, Respondent certifies that the information it has supplied concerning this matter was at the time of submission, and continues to be, true, accurate, and complete for each such submission, response, and statement. Respondent acknowledges that there are significant penalties for submitting false or misleading information, including the possibility of fines and imprisonment for knowing submission of such information, under 18 U.S.C. § 1001.

49. It is the intent of the Parties that the provisions of this CAFO are severable. If any provision or authority of this CAFO or the application of this CAFO to any party or circumstances is held by any judicial or administrative authority to be invalid or unenforceable, the application of such provisions to other parties or circumstances and the remainder of the CAFO shall remain in force and shall not be affected thereby.

50. The EPA also reserves the right to revoke this CAFO and settlement penalty if and to the extent that the EPA finds, after signing this CAFO, that any information provided by Respondent was materially false or inaccurate at the time such information was provided to the EPA. If such false or inaccurate material was provided, the EPA reserves the right to assess and collect any and all civil penalties for any violation described herein. The EPA shall give Respondent notice of its intent to revoke, which shall not be effective until received by Respondent in writing.

51. Unless specifically stated otherwise in this CAFO, each party shall bear its own attorney's fees, costs, and disbursements incurred in this proceeding.

IX. EFFECTIVE DATE

52. This CAFO shall become effective after execution of the Final Order by the Regional Judicial Officer, on the date of filing with the Regional Hearing Clerk.

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Complainant and Respondent will Each Sign on Separate Pages]

The foregoing Consent Agreement, In the Matter of **Electric City Property Management & Development, LLC**, Docket No. **TSCA-04-2026-6106(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:

Vivian Timms — 9/2/26

Signature — Date

Printed Name: Vivian Timms

Title: office Manager

Address: 100 W. Greenville St Anderson SC. 29625

The foregoing Consent Agreement, In the Matter of **Electric City Property Management & Development, LLC**, Docket No. **TSCA-04-2026-6106(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR COMPLAINANT:

KERIEMA NEWMAN

Digitally signed by KERIEMA NEWMAN
Date: 2026.09.25 08:52:46 -04'00'

Keriema S. Newman
Director
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 4

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 4

In the Matter of: **Electric City Property Management & Development, LLC** Respondent.	Docket No. **TSCA-04-2026-6106(b)**

FINAL ORDER

The Regional Judicial Officer is authorized to ratify this Consent Agreement which memorializes a settlement between Complainant and Respondent. 40 C.F.R. §§ 22.4(b) and 22.18(b)(3). The foregoing Consent Agreement is, therefore, hereby approved, ratified and incorporated by reference into this Final Order in accordance with 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.

Respondent is hereby ORDERED to comply with all of the terms of the foregoing Consent Agreement effective immediately upon filing of this Consent Agreement and Final Order with the Regional Hearing Clerk. This Final Order disposes of this matter pursuant to 40 C.F.R. §§ 22.18 and 22.31.

BEING AGREED, IT IS SO ORDERED.

MICHELE WETHERINGTON Digitally signed by MICHELE WETHERINGTON Date: 2026.09.28 11:22:03 -04'00'

_____

Regional Judicial Officer

CERTIFICATE OF SERVICE

I certify that the foregoing "Consent Agreement" and "Final Order," In the Matter of **Electric City Property Management & Development, LLC**, Docket No. **TSCA-04-2026-6106(b)**, were filed and copies of the same were emailed to the Parties as indicated below.

Via email to all Parties at the following email addresses:

To Respondent:

Vivian Timms, Office Manager
Electric City Property Management & Development, LLC
vivian@electriccitypm.com
(864) 844-9996

Joshua B. Raffini, Attorney
Pruitt & Pruitt Attorneys at Law, P.A.
jraffini@pruittandpruitt.com
(864) 224-3121

To EPA:

Mathew Rouse, Case Development Officer
rouse.mathew@epa.gov
(404) 562-8522

Robert F. Summers, Attorney Advisor
summers.robert@epa.gov
(404) 562-9523

Colleen E. Michuda, Supervisory Attorney
michuda.colleen@epa.gov
(404) 562-9685

SHANNON RICHARDSON

Digitally signed by SHANNON RICHARDSON
Date: 2026.09.28 12:49:16 -04'00'

Regional Hearing Clerk
R4_Regional_Hearing_Clerk@epa.gov