UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

Region 4

FILED
Sep 29, 2026
1:25 pm
U.S. EPA REGION 4
HEARING CLERK

In the Matter of:

Vista Construction Services, Inc.

Respondent.

Docket No. **TSCA-04-2026-6108(b)**

CONSENT AGREEMENT

I. NATURE OF 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 Respondent's admission of violation or 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 Vista Construction Services, Inc. (Vista or Respondent), a corporation doing business in the State of Florida.

III. GOVERNING LAW

6. Pursuant to Sections 402 and 406 of TSCA, 15 U.S.C. §§ 2682 and 2686, the EPA Administrator promulgated the "Residential Property Renovation Rules" at 40 C.F.R. Part 745, Subpart E, including the Pre-Renovation Education Rule; Renovation, Repair, and Painting Rule; and the Lead-Based Paint Activities Rule. 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 any of the rules issued under 40 C.F.R. Part 745, Subpart E.

7. Pursuant to Section 11 of TSCA and 40 C.F.R. § 745.87(e), the EPA may conduct inspections to evaluate compliance with 40 C.F.R. Part 745, Subpart E.

8. Pursuant to 40 C.F.R. § 745.87(c), failure or refusal to permit entry or inspection as required by 40 C.F.R. § 745.87 and TSCA Section 11, 15 U.S.C. § 2610, is a violation of Sections 15 and 409 of TSCA, 15 U.S.C. §§ 2614 and 2689.

9. Pursuant to Section 11(c) of TSCA, 15 U.S.C. § 2610(c), for purposes of administrating the Act, "the Administrator may by subpoena require the attendance and testimony of witnesses and the production of reports, papers, documents, answers to questions, and other information that the Administrator deems necessary. In the event of contumacy, failure, or refusal of any person to obey any such subpoena, any district court of the United States in which venue is proper shall have jurisdiction to order any such person to comply with such subpoena."

10. Pursuant to Sections 15 and 409 of TSCA, 15 U.S.C. §§ 2614 and 2689, it shall be unlawful for any person to fail or refuse to comply with a provision of TSCA or order issued under TSCA. A person who fails or refuses to comply with a TSCA Subpoena is in violation of Sections 15 and 409 of TSCA, 15 U.S.C. §§ 2614 and 2689.

11. The term "target housing" is defined at Section 401(17) of TSCA, 15 U.S.C. § 2681(17), and 40 C.F.R. § 745.103, to mean, in part, 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.

12. The term "pamphlet" is defined at 40 C.F.R. § 745.83, to mean, in part, the EPA pamphlet titled "Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools" developed under Section 406(a) of TSCA for use in complying with Section 406(b) of TSCA, or any State or Tribal pamphlet approved by the EPA pursuant to 40 C.F.R. § 745.326 that is developed for the same purpose (hereinafter, "EPA-approved pamphlet"). This includes reproductions of the EPA-approved pamphlet when copied in full and without revision or deletion of material from the EPA-approved pamphlet (except for the addition or revision of State or local sources of information).

13. The term "renovation" is defined at 40 C.F.R. § 745.83, to mean, in part, 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 at 40 C.F.R. § 745.223. The term renovation includes but is not limited to the following: the removal, modification, or repair of painted surfaces or painted components (e.g., modification of painted doors, surface

restoration, window repair, surface preparation activity (such as sanding, scraping or other such activities that may generate paint dust)); and the removal of building components (e.g., walls, ceilings, plumbing, windows).

14. The term "firm" is defined at 40 C.F.R. § 745.83, to mean a company, partnership, corporation, sole proprietorship or individual doing business, association or other business entity; a Federal, State, Tribal, or local government; or a nonprofit organization.

15. Pursuant to 40 C.F.R. § 745.84(a)(1), firms performing renovations are required to provide the owner of any residential unit of target housing with the EPA-approved pamphlet identified in Paragraph 12 no more than sixty (60) days prior to beginning the renovation. Firms performing renovations must also obtain, from the owner, a written acknowledgement that the owner has received the EPA-approved pamphlet, or obtain a certificate of mailing at least seven (7) days prior to the renovation.

16. Pursuant to 40 C.F.R. § 745.84(a)(2), if the owner of a residential dwelling unit of target housing does not occupy the unit, firms performing renovations are required to provide the adult occupant of any residential unit of target housing with the EPA-approved pamphlet no more than sixty (60) days prior to beginning the renovation. Firms performing renovations must also obtain from the adult occupant, a written acknowledgement that the occupant has received the EPA-approved pamphlet, or obtain a certificate of mailing at least seven (7) days prior to the renovation.

17. Pursuant to 40 C.F.R. § 745.84(b)(2), no more than sixty (60) days before beginning renovation activities in common areas of multi-unit target housing, the firm performing the renovation must notify in writing, or ensure written notification of, each affected unit and make the EPA-approved pamphlet available upon request prior to the start of the renovation, or while the renovation is ongoing, post informational signs describing the general nature and locations of the renovation and the anticipated completion date.

18. Pursuant to 40 C.F.R. § 745.84(b)(3), no more than sixty (60) days before beginning renovation activities in common areas of multi-unit target housing, the firm performing the renovation must prepare, sign, and date a statement describing the steps performed to notify all occupants of the intended renovation activities and to provide the EPA-approved pamphlet.

19. Pursuant to 40 C.F.R. § 745.81(a)(2)(ii), no firm may perform, offer, or claim to perform renovations without having obtained certification from the EPA under 40 C.F.R. § 745.89(a)(1), which requires firms that perform renovations for compensation to apply to the EPA for certification to perform renovations.

20. Pursuant to 40 C.F.R. § 745.89(b)(1)(iii), if a firm fails to obtain recertification before the firm's current certification expires, the firm must not perform renovations until it is certified anew pursuant to 40 C.F.R. § 745.89(a).

21. Pursuant to 40 C.F.R. § 745.89(d)(1), firms performing renovations must ensure that all individuals performing renovation activities on behalf of the firm are either certified renovators

or have been trained by certified renovators, in accordance with 40 C.F.R. § 745.90, prior to performing renovations.

22. Pursuant to 40 C.F.R. § 745.89(d)(3), firms performing renovations must ensure that all renovations performed by the firm are performed in accordance with the work practice standards set forth in 40 C.F.R. § 745.85. Pursuant to 40 C.F.R. § 745.85(a), renovations must be performed by certified firms using certified renovators.

23. Pursuant to 40 C.F.R. § 745.85(a)(4)(i), waste from renovation activities must be contained to prevent releases of dust and debris before the waste is removed from the work area for storage or disposal.

24. Persons who violate 40 C.F.R. Part 745, Subpart E, are subject to civil penalties pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, and 40 C.F.R. Part 19.

IV. FINDINGS OF FACTS

25. Respondent is, and was at all times relevant to this CAFO, a "firm" that performs "renovations" for compensation as those terms are defined at 40 C.F.R. § 745.83.

26. From February 2016 to December 2020, the EPA made multiple attempts, including in-person attempts, telephone calls, emails, and letters, to conduct inspections and review Respondent's records at Respondent's offices located at 4402 Southwest 74th Avenue, Miami, Florida 33155 and 4444 Southwest 71st Avenue, Suite 103, Miami, Florida 33155, in order to evaluate Respondent's compliance with 40 C.F.R. Part 745, Subpart E. Respondent refused to allow the EPA entry to conduct the inspections and/or to access and review records, as required by 40 C.F.R. § 745.87(c) and Section 11 of TSCA, 15 U.S.C. § 2610.

27. On August 25, 2021, the EPA issued a Subpoena Duces Tecum (Subpoena) to Respondent pursuant to Section 11(c) of TSCA. The Subpoena instructed Respondent to submit records pertaining to its compliance with 40 C.F.R. Part 745, Subpart E, within fourteen (14) calendar days of receipt of the Subpoena. The Subpoena was served on Respondent via United States Postal Service certified mail at its address for service of process and via email. On August 25, 2021, the EPA received a "Delivery Receipt" for the emailed copy that confirmed the Subpoena was delivered to the email address. Respondent failed or refused to comply with the TSCA Subpoena.

28. On March 23, 2023, the EPA filed a "Petition for Enforcement of a Toxic Substances Control Act Subpoena" (Petition) in the United States District Court for the Southern District of Florida.

29. In response to the Petition, Vista submitted records to the EPA on April 23, 2023, and October 11, 2023, pertaining to the company's compliance with 40 C.F.R. Part 745, Subpart E, for renovations conducted at the following locations (hereinafter, the Properties):

    1. Sazedo in the Gables (36 Units), 1014 Salzedo Street, Coral Gables, Florida 33134, Renovation on August 30, 2020, Year built – 1963;

2. 1800 Southwest 24th Avenue, Miami, Florida 33145, Renovation on July 9, 2021, Year built – 1950;
3. 4640 Southwest 64th Court, Miami, Florida 33155, Renovation on July 22, 2021, Year built – 1948;
4. 2370 Southwest 5th Street, Miami, Florida 33135, Renovation on December 14, 2021, Year built – 1925;
5. 6525 Southwest 29th Street, Miami, Florida 33155, Renovation on April 29, 2022, Year built – 1963;
6. 2351 Southwest 23rd Avenue, Miami, Florida 33145, Renovation on August 10, 2021, Year built – 1950;
7. 3900 Southwest 60th Avenue, Miami, Florida 33155, Renovation on December 2, 2020, Year built – 1947;
8. 520 San Juan Drive, Coral Gables, Florida 33143, Renovation on September 30, 2021, Year built – 1958;
9. 4468 Post Avenue, Miami Beach, Florida 33140, Renovation on May 9, 2021, Year built – 1935;
10. 6770 Indian Creek Drive 14T, Miami Beach, Florida 33141, Renovation on October 5, 2021, Year built – 1968;
11. 6465 Southwest 116th Street, Pinecrest, Florida 33156, Renovation on March 23, 2021, Year built – 1953;
12. 5890 Southwest 104th Street, Pinecrest, Florida 33156, Renovation on April 27, 2023, Year built – 1955;
13. 10740 South Kendale Boulevard, Miami, Florida 33176, Renovation on August 31, 2021, Year built – 1969;
14. 9960 Dominican Drive, Cutler Bay, Florida 33189, Renovation on January 11, 2021, Year built – 1954;
15. 600 Grapetree Drive #10ES, Key Biscayne, Florida 33149, Renovation on September 15, 2022, Year built – 1974;
16. 2291 Southwest 23rd Street, Miami, Florida 33145, Renovation on July 21, 2022, Year built – 1950;
17. 1511 Southwest 19th Terrace, Miami, Florida 33145, Renovation on February 12, 2021, Year built – 1952;
18. 5863 Southwest 25th Street, Miami, Florida 33155, Renovation on February 1, 2021, Year built – 1976;
19. 9902 Southwest 133rd Place, Miami, Florida 33186, Renovation on August 21, 2020, Year built – 1976;
20. 6100 Southwest 84th Avenue, Miami, Florida 33143, Renovation on September 13, 2022, Year built – 1954;
21. 4955 Delaware Avenue, Miami Beach, Florida 33140, Renovation on April 7, 2021, Year built – 1934;
22. 5818 Southwest 27th Street, Miami, Florida 33155, Renovation on August 22, 2022, Year built – 1954;
23. 4140 El Prado Boulevard, Miami, Florida 33133, Renovation on September 21, 2021, Year built – 1949;
24. 10940 Southwest 55th Street, Miami, Florida 33165, Renovation on February 24, 2021, Year built – 1957;

25. 1171 Northwest 184th Drive, Miami, Florida 33169, Renovation on September 11, 2020, Year built – 1956;
26. 5600 Collins Avenue #11K, Miami Beach, Florida 33140, Renovation on April 17, 2023, Year built – 1967;
27. 8925 Southwest 199th Street, Cutler Bay, Florida 33157, Renovation on February 6, 2021, Year built – 1961;
28. 300 Southwest 51st Place, Miami, Florida 33134, Renovation on December 19, 2020, Year built – 1947;
29. 2151 Northeast 122nd Street, North Miami, Florida 33181, Renovation on February 28, 2021, Year built – 1965;
30. 4191 Braganza Avenue, Coconut Grove, Florida 33133, Renovation on July 6, 2021, Year built – 1953;
31. 1119 Palermo Avenue, Coral Gables, Florida 33134, Renovation on October 12, 2021, Year built – 1951;
32. 3934 Estepona Avenue #7A2, Doral, Florida 33178, Renovation on October 21, 2021, Year built – 1975;
33. 2220 Southwest 21st Street, Miami, Florida 33145, Renovation on August 17, 2020, Year built – 1939;
34. 3115 Northwest 1st Street, Miami, Florida 33125, Renovation on July 11, 2023, Year built – 1976;
35. 7335 South Waterway Drive, Miami, Florida 33155, Renovation on September 7, 2021, Year built – 1956;
36. 11040 Southwest 43rd Terrace, Miami, Florida 33165, Renovation on March 14, 2022, Year built – 1956;
37. 5239 Southwest 139th Court, Miami, Florida 33175, Renovation on April 6, 2021, Year built – 1977;
38. 2325 Southwest 26th Terrace, Miami, Florida 33133, Renovation on April 18, 2022, Year built – 1947;
39. 7220 Southwest 107th Terrace, Pinecrest, Florida 33156, Renovation on April 18, 2022, Year built – 1967;
40. 12472 Southwest 26th Street, Miami, Florida 33175, Renovation on June 18, 2022, Year built – 1968;
41. 3424 Northwest 1st Street, Miami, Florida 33125, Renovation on October 5, 2021, Year built – 1959;
42. 2111 Regatta Avenue, Miami Beach, Florida 33140, Renovation on September 9, 2022, Year built – 1945;
43. 200 Southeast 15th Road #17B, Miami, Florida 33129, Renovation on April 1, 2022, Year built – 1974;
44. 2367 Southwest 19th Avenue, Miami, Florida 33145, Renovation on September 20, 2020, Year built – 1936;
45. 545 Cadagua Avenue, Coral Gables, Florida 33146, Renovation on March 2, 2021, Year built – 1954;
46. 8865 Southwest 150th Street, Palmetto Bay, Florida 33176, Renovation on September 2, 2020, Year built – 1965;
47. 6445 Southwest 84th Street, Miami, Florida 33143, Renovation on January 23, 2021, Year built – 1950;

48. 2160 Southwest 12th Street, Miami, Florida 33135, Renovation on April 26, 2022, Year built – 1930;
49. 9801 Collins Avenue #18T, Bal Harbour, Florida 33154, Renovation on January 13, 2021, Year built – 1977;
50. 791 Northeast 154th Street, Miami, Florida 33162, Renovation on July 25, 2022, Year built – 1963;
51. 6039 Collins Avenue #901, Miami Beach, Florida 33140, Renovation on March 2, 2021, Year built – 1971;
52. 3250 Riviera Drive, Coral Gables, Florida 33134, Renovation on August 5, 2020, Year built – 1938;
53. 631 West 51st Street, Miami Beach, Florida 33140, Renovation on September 9, 2022, Year built – 1941;
54. 1500 Bay Road #330S, Miami Beach, Florida 33139, Renovation on January 10, 2023, Year built – 1960;
55. 7800 Southwest 141st Street, Palmetto Bay, Florida 33158, Renovation on February 1, 2021, Year built – 1965;
56. 8325 Southwest 206th Terrace, Cutler Bay, Florida 33189, Renovation on February 25, 2021, Year built – 1973;
57. 817 Algeria Avenue, Coral Gables, Florida 33134, Renovation on April 26, 2022, Year built – 1949;
58. 8541 Southwest 93rd Court, Miami 33173, Renovation on January 15, 2021, Year built – 1963;
59. 1691 Southwest 16th Street, Miami, Florida 33145, Renovation on July 15, 2021, Year built – 1946;
60. 1876 Southwest 11th Street, Miami, FL 33135, Renovation on April 17, 2023, Year built – 1925;
61. 1125 Bella Vista Avenue, Coral Gables, Florida 33156, Renovation on September 30, 2022, Year built – 1970;
62. 2901 South Bayshore Drive #13E, Coconut Grove, Florida 33133, Renovation on June 24, 2022, Year built – 1975;
63. 8720 Southwest 175th Street, Palmetto Bay, Florida 33157, Renovation on February 24, 2022, Year built – 1972; and
64. 2486 Southwest 21st Terrace, Miami, Florida 33145, Renovation on June 8, 2021, Year built – 1944.

30. The Properties were constructed before 1978 and are "target housing" as defined at 40 C.F.R. § 745.103.

31. Based on the EPA's review of Respondent's records, the EPA determined that Respondent had performed, offered, or claimed to perform renovations at the Properties for compensation.

32. Based on the EPA's review of Respondent's records, the EPA determined that Respondent's firm certification had expired on March 27, 2023.

33. Respondent's records failed to demonstrate that prior to or during the course of the renovations of the Properties, Respondent had:

a. Obtained recertification under 40 C.F.R. § 745.89(a), before conducting the renovation work in April and July of 2023, as required by 40 C.F.R. §745.89(b)(1)(iii), for the above listed Property Numbers 12, 26, 34, and 60;

b. Obtained, from the owners, a written acknowledgment that the owners had received the EPA-approved pamphlet, or obtained a certificate of mailing at least seven (7) days prior to the renovations, as required by 40 C.F.R. § 745.84(a)(1), for the above listed Property Numbers 1 (36 Units), 2-11, 13-16, 19, 21-27, 29-35, 37, 39, 40, 42, 43, 45, 47-53, and 55-64;

c. Obtained, from the adult occupants, a written acknowledgment that the adult occupants had received the EPA-approved pamphlet, or obtained a certificate of mailing at least seven (7) days prior to the renovation, as required by 40 C.F.R. § 745.84(a)(2), for the above listed Property Number 41;

d. No more than sixty (60) days before beginning renovation activities in common areas of multi-unit target housing, notified in writing, or ensured written notification of, each affected unit and made the EPA-approved pamphlet available upon request prior to the start of the renovation, or while the renovation was ongoing, posted informational signs describing the general nature and locations of the renovation and the anticipated completion date, as required by 40 C.F.R. § 745.84(b)(2), for the above listed Property Number 1;

e. Prepared, signed, and dated a statement describing the steps performed to notify all occupants of multi-unit target housing of the intended renovation activities in the common areas and to provide the EPA-approved pamphlet, as required by 40 C.F.R. § 745.84(b)(3), for the above listed Property Number 1;

f. Ensured that all individuals performing renovation activities on behalf of the firm were either certified renovators or had been trained by a certified renovator in accordance with 40 C.F.R. § 745.90, prior to performing renovations, as required by 40 C.F.R. § 745.89(d)(1), for the above listed Property Numbers 9, 33-47, 53, 57, 61, and 64;

g. Ensured that renovations performed by subcontractors, on behalf of Respondent, were performed by certified firms, as required by 40 C.F.R. §§ 745.85(a) and 745.89(d)(3), for the above listed Property Numbers 1-8, 10-32, 48-52, 54-56, 58-60, 62, and 63; and

h. Contained waste from renovation activities to prevent releases of dust and debris before the waste was removed from the work area for storage or disposal, as required by 40 C.F.R. § 745.85(a)(4)(i), for the above listed Property Numbers 10, 20, 23, 32, and 33.

V. ALLEGED VIOLATIONS

34. Based on Respondent's refusal to permit entry or inspection from 2016 through 2020, as required by 40 C.F.R. § 745.87 and TSCA Section 11, 15 U.S.C. § 2610, the EPA alleges that Respondent violated 40 C.F.R. § 745.87(c), and TSCA Sections 15 and 409, 15 U.S.C. §§ 2614 and 2689.

35. Based on Respondent's refusal to comply with the TSCA Subpoena issued on August 25, 2021, the EPA alleges that Respondent violated TSCA Sections 15 and 409, 15 U.S.C. §§ 2614 and 2689.

36. Based on the EPA's review of Respondent's records, the EPA alleges that, prior to or in the course of the renovations of the Properties listed above, Respondent failed to:

    a. Obtain firm recertification under 40 C.F.R. § 745.89(a), before conducting renovation work in April and July of 2023, in violation of 40 C.F.R. § 745.89(b)(1)(iii), for the above listed Property Numbers 12, 26, 34, and 60;

    b. Obtain, from the owners, a written acknowledgement that the owners had received the EPA-approved pamphlet, or obtain a certificate of mailing at least seven (7) days prior to the renovations, in violation of 40 C.F.R. § 745.84(a)(1), for the above listed Property Numbers 1 (36 Units), 2-11, 13-16, 19, 21-27, 29-35, 37, 39, 40, 42, 43, 45, 47-53, and 55-64;

    c. Obtain, from the adult occupants, a written acknowledgement that the adult occupants had received the EPA-approved pamphlet, or obtain a certificate of mailing at least seven (7) days prior to the renovation, in violation of 40 C.F.R. § 745.84(a)(2), for the above listed Property Number 41;

    d. No more than sixty (60) days before beginning renovation activities in common areas of multi-unit target housing, notify in writing, or ensure written notification of, each affected unit and make the EPA-approved pamphlet available upon request prior to the start of the renovation, or while the renovation was ongoing, post informational signs describing the general nature and locations of the renovation and the anticipated completion date, in violation of 40 C.F.R. § 745.84(b)(2), for the above listed Property Number 1;

    e. Prepare, sign, and date a statement describing the steps performed to notify all occupants of the multi-unit target housing of the intended renovation activities in the common areas and to provide the EPA-approved pamphlet, in violation of 40 C.F.R. § 745.84(b)(3), for the above listed Property Number 1;

    f. Ensure that all individuals performing renovation activities on behalf of the firm were either certified renovators or were trained by a certified renovator, in accordance with 40 C.F.R. § 745.90, prior to performing renovations, in violation of 40 C.F.R. § 745.89(d)(1), for the above listed Property Numbers 9, 33-47, 53, 57, 61, and 64;

    g. Ensure that renovations performed by subcontractors, on behalf of Respondent, were performed by certified firms, in violation of 40 C.F.R. §§ 745.85(a) and 745.89(d)(3), for the above listed Property Numbers 1-8, 10-32, 48-52, 54-56, 58-60, 62, and 63; and

    h. Contain waste from renovation activities to prevent releases of dust and debris before

the waste was removed from the work area for storage or disposal, in violation of 40 C.F.R. § 745.85(a)(4)(i), for the above listed Property Numbers 10, 20, 23, 32, and 33.

VI. STIPULATIONS

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

38. 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.

39. 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 E, and the Act; and

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

40. 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

41. Based on Respondent's substantiated ability to pay claim, and in accordance with the Act, the EPA has determined that **ONE THOUSAND DOLLARS ($1,000.00)** is an appropriate civil penalty to settle this action, which Respondent consents to pay as follows:

a. The civil penalty will be paid in **six (6)** installments in order to complete payment of the entire civil penalty including interest. Including the civil penalty and interest, the total amount that will be paid upon completion of all payments will be **$ 1,019.44**. The first payment is due within thirty (30) days of the Effective Date of this CAFO, which is upon its filing with the Regional Hearing Clerk. Respondent's subsequent payments shall thereafter be due in thirty (30) day intervals from said Effective Date.

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

Payment Number	**Payment shall be made *no later than***	**Principal Amount**	**Interest Amount**	**Total Payment Amount**
1	Thirty (30) days following the Effective Date of this CAFO.	U.S. $ 166.65	-	U.S. $ 166.65
2	Sixty (60) days following the Effective Date of this CAFO.	U.S. $ 166.67	U.S. $ 9.72	U.S. $ 176.39
3	Ninety (90) days following the Effective Date of this CAFO.	U.S. $ 166.67	U.S. $ 3.89	U.S. $ 170.56
4	One Hundred Twenty (120) days following the Effective Date of this CAFO.	U.S. $ 166.67	U.S. $ 2.92	U.S. $ 169.59
5	One Hundred Fifty (150) days following the Effective Date of this CAFO.	U.S. $ 166.67	U.S. $ 1.94	U.S. $ 168.61

6	One Hundred Eighty (180) days following the Effective Date of this CAFO.	U.S. $ 166.67	U.S. $ 0.97	U.S. $ 167.64

c. If Respondent fails to make one of the installment payments in accordance with the schedule set forth above, the entire unpaid balance of the penalty and all accrued interest shall become due immediately upon such failure, and Respondent shall immediately pay the entire remaining principal balance of the civil penalty along with any interest that has accrued up to the time of such payment. In addition, Respondent shall be liable to pay a non-payment penalty and other charges as described below in Paragraph 45 in the event of any such failure or default.

d. Further, if Respondent fails to pay the installment payments in accordance with the schedule set forth above, the EPA may take action as set forth below in Paragraph 46.

e. Notwithstanding Respondent's agreement to pay the assessed civil penalty in accordance with the installment schedule set forth above, Respondent may pay the entire civil penalty of **ONE THOUSAND DOLLARS ($1,000.00)** within thirty (30) days of the Effective Date of this CAFO and, thereby, avoid the payment of interest pursuant to 40 C.F.R. § 13.11(a). In addition, Respondent may, at any time after commencement of payments under the installment schedule, elect to pay the entire principal balance remaining, together with interest accrued up to the date of such full payment.

42. 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-04-2026-6108(b)**.

43. Respondent shall send proof of payment, 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
TSCA Enforcement Section
Enforcement and Compliance Assurance Division
U.S. Environmental Protection Agency, Region 4
Rouse.mathew@epa.gov

and

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

44. "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 the Respondent's name and **Docket No. TSCA-04-2026-6108(b)**.

45. 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 Internal Revenue Service (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.

46. 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 IRS 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.

47. 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.

48. 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 CAFO

49. 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.

50. 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).

51. 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.

52. 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.

53. 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.

54. 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.

55. Any change in ownership, partnership, corporate, or legal status of Respondent will not in any way alter Respondent's obligations and responsibilities under this CAFO.

56. 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.

57. 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.

58. 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.

59. 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.

60. The EPA 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.

61. 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.

62. 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

63. 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.

The foregoing Consent Agreement In the Matter of **Vista Construction Services, Inc.**, Docket No. **TSCA-04-2026-6108(b)**, is Hereby Stipulated, Agreed, and Approved for Entry.

FOR RESPONDENT:

Signature: _____ Date: 9-24-26

Printed Name: Benjamin Mendible

Title: President

Address: 2280 SW 23 Terrace
Miami, FL 33145

The foregoing Consent Agreement In the Matter of **Vista Construction Services, Inc.**, Docket No. **TSCA-04-2026-6108(b),** is Hereby Stipulated, Agreed, and Approved for Entry.

FOR COMPLAINANT:

KIMBERLY BINGHAM

Digitally signed by KIMBERLY BINGHAM
Date: 2026.09.29 09:14:29 -04'00'

for 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: **Vista Construction Services, Inc.** Respondent.	Docket No. **TSCA-04-2026-6108(b)** FINAL ORDER

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: 2026.09.29 12:53:23 -04'00'

_____

Regional Judicial Officer

CERTIFICATE OF SERVICE

I hereby certify that the foregoing "Consent Agreement" and "Final Order," In the Matter of **Vista Construction Services, Inc., Docket No. TSCA-04-2026-6108(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:

Benjamin Mendible, President
Vista Construction Services, Inc.
Ben@Vistaimpact.com
(305) 261-5058

Brian J. Stack, Esq., Attorney
Stack Fernandez & Harris, P. A.
Bstack@stackfernandez.com
(305) 371-0001

To EPA:

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

Robert 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: 2026.09.29 13:26:12 -04'00'

Regional Hearing Clerk
R4_Regional_Hearing_Clerk@epa.gov