



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 2
290 BROADWAY
NEW YORK, NY 10007-1866

August 21, 2013

VIA CERTIFIED MAIL/RETURN RECEIPT REQUESTED &
ELECTRONIC MAIL (PDF)

Sivaraman Anbarasan
Executive Director
NJCC Consortium for Workforce & Economic Development
330 West State Street
Trenton, NJ 08618

U.S. ENVIRONMENTAL
PROTECTION AGENCY-REG. II
2013 AUG 22 A 9:19
REGIONAL HEARING
CLERK

Re: In the Matter of Consortium Workforce & Economic Development/NJ Council of
Community Colleges TSCA-02-2013-9170

Dear Mr. Anbarasan:

Please find enclosed a copy of the Consent Agreement and Final Order ("CA/FO") in the above-referenced matter, signed by the Regional Administrator of the United States Environmental Protection Agency ("EPA"), Region 2.

Please assure that you make arrangement for payment of the civil penalty in accordance with the timeframe specified in the CA/FO. Also, please assure that you submit the Compliance Plan and perform the Supplemental Environmental Project in accordance with the timeframe and requirements set forth in the CAFO.

Again, thank you for your cooperation in working with us to resolve this matter. If you have any questions, please contact me at (212) 637-3224.

Sincerely yours,

Bruce H. Aber
Assistant Regional Counsel

Enclosure

cc: Karen Maples, Region 2 Regional Hearing Clerk
Marcedius Jameson, NJDEP

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2

U.S. ENVIRONMENTAL
PROTECTION AGENCY-REG. II
2013 AUG 22 A 9:19
REGIONAL HEARING
CLERK

-----X
: :
In the Matter of : :
: : CONSENT AGREEMENT
: : AND
CONSORTIUM FOR WORKFORCE : : FINAL ORDER
AND ECONOMIC DEVELOPMENT/ : :
NJ COUNCIL OF COMMUNITY : :
COLLEGES : :
: :
: : Docket No.
Proceeding under Section 16(a) of : : TSCA-02-2013-9170
the Toxic Substances Control Act : :
-----X

PRELIMINARY STATEMENT

This administrative proceeding for the assessment of a civil penalty is being instituted pursuant to Section 16(a) of the Toxic Substances Control Act ("TSCA"), 15 U.S.C. Section 2615(a). The "Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Issuance of Compliance or Corrective Action Orders, and the Revocation, Termination or Suspension of Permits" at 40 C.F.R. Part 22 (hereinafter "Consolidated Rules of Practice") provide in 40 C.F.R. Section 22.13(b) that 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 pursuant to 40 C.F.R. Section 22.18(b)(2) and (3).

On January 30, 2013, the Chief of the Pesticides and Toxic Substances Branch of the Division of Enforcement and Compliance Assistance, United States Environmental Protection Agency, Region 2 (hereinafter "EPA") issued to the Consortium for Workforce & Economic Development/NJ Council of Community Colleges ("the Consortium" or "Respondent") an Opportunity to Show Cause Letter ("Show Cause Letter" or "SCL") for violations of the Toxic Substances Control Act, Section 402: Requirements for Lead-Based Paint Activities Training.

The SCL alleged that Respondent had violated Section 409 of TSCA, 15 U.S.C. Section 2689, and the regulations promulgated pursuant to Section 402 of TSCA, 15 U.S.C. Section 2682, set forth at 40 C.F.R. Part 745, Subpart L (the "Lead-Based Paint ("LBP") Activities Rule").

EPA and Respondent thereafter met and have agreed that settling this matter by entering into this Consent Agreement and Final Order ("CA/FO"), pursuant to 40 C.F.R. Section 22.13(b) and 40 C.F.R. Section 22.18(b)(2) and (3) of the Consolidated Rules of Practice, is an appropriate means of resolving this matter without further litigation.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Respondent is Consortium for Workforce & Economic Development/NJ Council of Community Colleges.
2. Respondent is comprised of all 19 New Jersey Community Colleges.
3. The purpose of the Consortium is to educate and train persons in the State of New Jersey.
4. Respondent's primary place of business is located at 330 West State Street, Trenton, New Jersey 08618.
5. Section 16(a)(1) of TSCA, 15 U.S.C. Section 2615(a)(1), provides that any person who violates a provision of Section 409 of TSCA, 15 U.S.C. Section 2689, shall be liable to the United States for a civil penalty for each such violation.
6. Pursuant to Section 16 of TSCA, 15 U.S.C. Section 2614, a violator may be subject to a civil penalty of up to \$37,500 per violation per day for each violation committed after January 12, 2009.

7. Section 409 of TSCA, 15 U.S.C. Section 2689, makes it unlawful for any person to fail to comply with, among other things, any rule promulgated pursuant to Section 402 of TSCA, 15 U.S.C. Section 2682.
8. Pursuant to Section 402 of TSCA, 15 U.S.C. Section 2682, EPA has promulgated rules governing lead-based paint activities including training, accreditation and certification. These rules are codified at 40 C.F.R. Part 745, Subpart L, Lead-Based Paint Activities.
9. The LBP Activities Rule was promulgated to ensure that individuals are trained to conduct LBP activities in a safe and proper manner, minimizing lead exposure to the public, occupants of target housing or child-occupied facilities, and the environment.
10. The LBP Activities Rule requires that all training providers conduct all lead-based paint courses according to the provisions of 40 C.F.R. Part 745, Subpart L.
11. “Person” is defined at 40 C.F.R. Section 745.223 as “any natural or judicial person including any individual, corporation, partnership, or association. . .”
12. “Training Provider” is defined at 40 C.F.R. Section 745.223 as “any organization or entity accredited under Section 745.225 to offer lead-based paint activities courses.”
13. “Accredited training program” is defined at 40 C.F.R. Section 745.223 as “a training program that has been accredited by EPA pursuant to Section 745.225 to provide training for individuals engaged in lead-based paint activities.”
14. Respondent is a “person” as defined at 40 C.F.R. Section 745.223.
15. Respondent is an accredited provider to conduct the Renovator Initial course, pursuant to 40 C.F.R. Section 745.225.
16. Because Respondent is an entity accredited under 40 C.F.R. Section 745.225 to offer lead-based paint activities courses, it is a “training provider” as defined by 40 C.F.R. Section 745.223.

17. On or about August 21, 2012, EPA's inspectors conducted a class audit of the Renovator Initial course at Essex County Community College.
18. Respondent's Renovator Initial course is an "Accredited training program" pursuant to Section 745.225 for individuals engaged in lead-based paint activities.
19. As a result of the August 21, 2012 audit, EPA determined that Respondent's training program had the following violations:
 - a) Failure of a training program to provide training courses that meet the training hour requirements to ensure accreditation in the relevant disciplines, pursuant to 40 C.F.R. Section 745.225(c)(6)(vi). The course which EPA audited fell far below the minimum requirement of two hours devoted to hands-on training.
 - b) Failure of a training program to meet the minimum training curriculum requirements for course disciplines, pursuant to 40 C.F.R. Section 745.225(d)(6)(iv), (vii) and (viii). The course did not adequately teach skill sets 1, 7 and 10 of the EPA Model Renovator curriculum.
20. Pursuant to 40 C.F.R. Section 745.235, Respondent's failure to comply with the requirements of 40 C.F.R. Section 745.225 is a prohibited act under, and consequently a violation of, Sections 15 and 409 of TSCA, 15 U.S.C. Sections 2614 and 2689.

TERMS OF CONSENT AGREEMENT

Based on the foregoing, and pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a) and in accordance with the Consolidated Rules of Practice at 40 C.F.R. Part 22, it is hereby agreed by and between the parties hereto, and accepted by Respondent, that Respondent voluntarily and knowingly agrees to, and shall, comply with the following terms:

1. Respondent shall hereinafter comply with all applicable provisions of TSCA and the LBP regulations codified at 40 C.F.R. Part 745.
2. For the purposes of this Consent Agreement, Respondent (a) admits that EPA has jurisdiction pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a) to commence a civil administrative proceeding for the violations described in the "Findings of Fact and Conclusions of Law" section, above; (b) neither admits nor denies the specific factual determinations contained in the "Findings of Fact and Conclusions of Law" section, above; and (c) neither admits nor denies the determinations set forth in the "Findings of Fact and Conclusions of Law" section, above.
3. Respondent shall pay, by cashier's or certified check, a civil penalty in the amount of **SIX THOUSAND FIVE HUNDRED DOLLARS (\$6,500)** to the "Treasurer of the United States of America." The check shall be identified with a notation of the name and docket number of this case, set forth in the caption on the first page of this document. Such check shall be mailed to:

U.S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
PO Box 979077
St. Louis, Missouri 63197-9000

Payment must be received at the above address (or account of EPA) on or before **45 calendar days** after the date of the signature of the Final Order at the end of this document (the date by which payment must be received shall hereinafter be referred to as the "due date"). Promptly after payment has been made, Respondent shall send copies of this payment or furnish reasonable proof that such payment has been made to both:

Bruce H. Aber, Esq.
Office of Regional Counsel
U.S. Environmental Protection Agency
290 Broadway, 16th Floor
New York, New York 10007-1866

and

Karen Maples
Regional Hearing Clerk
U.S. Environmental Protection Agency
290 Broadway, 16th Floor
New York, New York 10007-1866

- a) Failure to pay the penalty in full according to the above provisions will result in the referral of this matter to the U.S. Department of Justice or the U.S. Department of the Treasury for collection.
 - b) Further, if payment is not received on or before the due date, interest will be assessed, at the annual rate established by the Secretary of the Treasury pursuant to the Debt Collection Act, 31 U.S.C. § 3717, on the overdue amount from the due date through the date of payment.
 - c) In addition, if payment is not received on or before the due date, then (i) a late payment handling charge of \$15 will be assessed for each 30-day period (or any portion thereof) following the due date in which the balance remains unpaid, and (ii) a 6% per annum penalty will be applied on any principal amount not paid within 90 days of the due date.
4. Within thirty days after the Regional Administrator's execution of the Final Order at the end of this document, Respondent shall provide to EPA a Compliance Plan which shall detail the procedures that Respondent has implemented to ensure compliance with the

LBP requirements set forth at 40 C.F.R. Part 745. Respondent shall send the Compliance Plan to the addressees in paragraph 15, below.

5. Following receipt of the Compliance Plan, EPA will either
 - a) Accept the Plan; or
 - b) Reject the Plan and notify Respondent, in writing, of deficiencies in the Plan, granting Respondent an additional thirty (30) days in which to correct any deficiencies and to resubmit the Plan to EPA. If the identified deficiency in the Plan reflects substantive noncompliance, then EPA will provide Respondent with an opportunity to respond and/or correct the deficiencies. If EPA, after Respondent's thirty (30) days to correct any deficiencies, finds that the same type of deficiencies remain, then EPA may seek stipulated penalties pursuant to paragraph 21 b., below.
6. Respondent agrees to spend at least \$24,375 (Minimum Required SEP Expenditure) to perform and implement a supplemental environmental project ("SEP") as described in Exhibit 1 and incorporated by reference into this CA/FO. The SEP requires the Respondent to provide tuition free, EPA-accredited Renovator Initial training courses until the earlier of either i) the Minimum Required SEP Expenditure is met and at least sixty (60) trainees attend the training or ii) the Minimum Required SEP Expenditure is met and March 31, 2014 occurs. The target audience of trainees is to be contractors that are expected to work on Hurricane Sandy-impacted projects in the State of New Jersey. A minimum of twenty-four (24) persons must attend a training or trainings as a prerequisite for EPA approval of the creditable SEP costs associated with such training(s), as identified in the Table in Exhibit 1, except that EPA shall approve creditable SEP costs associated with up to two mailings, as such costs are also identified in Exhibit 1. Any

costs associated with training more than twenty-four (24) persons shall be credited at the rate of \$302 per person.

7. Within thirty (30) days of the Regional Administrator's signature of the Final Order, Respondent shall market and advertise the SEP in Sandy-impacted areas of New Jersey by conducting a mass mailing campaign to contractors in New Jersey through direct mail and e-mail, and the public at large through advertisement(s) on the Respondent's website and/or internet to announce and publicize the availability of the Renovation, Repair and Painting (RRP) classes for free and to, invite and secure participation of trainees. The training will also be held in Sandy-impacted areas of New Jersey. The SEP should be beneficial for window replacement firms, demolition firms, home renovation firms, remodeling firms and painters.
8. Within seventy-five (75) days of the Regional Administrator's signature of the Final Order, Respondent shall commence the tuition free RRP training.
9. With regard to the SEP, Respondent certifies to the truth and accuracy of each of the following:
 - a) That as of the effective date of this Consent Agreement, Respondent is not required to perform or develop the SEPs by any federal, state or local law or regulation and is not required to perform or develop the SEPs by agreement, grant, or as injunctive relief awarded in any other action in any forum.
 - b) That the SEPs are not projects that Respondent was planning or intending to construct, perform or implement other than in settlement of the claims resolved in this Consent Agreement.

- c) That Respondent is not a party to any open federal financial assistance transaction that is funded or could be used to fund the same activities described in the SEP. Respondent further certifies, that to the best of its knowledge and belief after reasonable inquiry, there is no such open federal financial transaction that is funded or could be used to fund the same activities described in the SEP, nor have the same activities been described in an unsuccessful federal assistance transaction proposal submitted to EPA within two years of the date of this Consent Agreement (unless the project was barred from funding as statutorily ineligible). For the purposes of this certification, the term “open federal financial assistance transaction” refers to a grant, cooperative agreement, loan, federally-guaranteed loan guarantee or other mechanism for providing federal financial assistance whose performance has not yet been expired.
- d) That Respondent has not received and will not receive credit for the SEP in any other enforcement action.
- e) Respondent will not receive any reimbursement for any portion of the SEPs from any government agency.

10. If in the future EPA believes that any of the statements certified to in paragraph 9 above are 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) materially inaccurate, EPA may, in addition to seeking stipulated penalties in the amount specified in paragraph 20 a) (\$23,400), below, may take such further action as it determines appropriate.

11. Respondent agrees to implement the SEP in accordance with the terms and schedules set forth in this CA/FO. For purposes of this Consent Agreement, days shall mean calendar days. Any proposed changes to the SEP or schedule for implementing it must be approved by EPA.
12. Respondent shall maintain in one central location legible copies of documentation concerning the development, implementation and financing of the SEP, including documents or reports submitted to EPA pursuant to this CA/FO. Respondent shall grant EPA and its authorized representatives access to such documentation and shall provide copies of such documentation to EPA within thirty (30) days of Respondent's receipt of a request by EPA for such information, or within such additional time as is approved by EPA in writing. The provisions of this paragraph shall remain in effect for 2 years from the satisfactory completion of the required SEP.
13. Within 30 days following the Regional Administrator's signature of the Final Order, and every 30 days thereafter until approval of the SEP Completion Report, Respondent shall provide EPA with a summary progress report ("Progress Report") detailing all activities taken to implement the SEP. The Progress Report shall detail all activities completed in the prior 30 days. Such Progress Report shall include, but need not be limited to:
 - a) Description of activities conducted with relation to the implementation of the SEP.
 - b) An identification of any issues or problems that have arisen in the implementation of the SEP, and how any such issues or problems were addressed.
 - c) Details of expenditures made during the period in connection with the SEP.
 - d) A schedule of activities and expenditures anticipated to implement the SEP.

Respondent shall send the Progress Reports to the addressees in Paragraph 15, below.

14. Unless otherwise approved by EPA, copies of all invoices and a copy of documents related to each SEP and created or paid or received by Respondent during the reporting period shall, unless otherwise agreed, be enclosed with the Progress Reports when transmitted to EPA.
15. Within 45 days of the completion of the SEP, Respondent shall submit a SEP Completion Report to EPA. The SEP Completion Report shall be mailed to:

Meghan Tierney, Ph.D.
Division of Enforcement & Compliance Assistance
USEPA Region 2
2890 Woodbridge Avenue, MS 225
Edison, New Jersey 08837

and

Bruce Aber, Esq.
Office of Regional Counsel
U.S. Environmental Protection Agency, Region 2
290 Broadway, 16th Floor
New York, New York 10007-1866

16. The SEP Completion Report shall contain the following:
- a) Detailed description of the SEP that was implemented;
 - b) Description of any problems encountered and the solutions thereto;
 - c) Itemization of costs incurred which Respondent feels are eligible for SEP credit, accompanied by documentation, copies of invoices, purchase orders, or other documentation that specifically identifies and itemizes the individual costs of the goods and services for which payment was being made for the SEP (if itemization and documentation were previously submitted with a Progress Report, it will suffice to refer to the prior submittal. Respondent shall provide such additional

documentation of expenses as EPA may request). Whether or not expenditures in connection with the SEP are SEP-eligible is subject to written approval by EPA;

- d) Certification of costs that were actually spent for the SEP;
- e) Certification that the SEP has been fully implemented pursuant to the provisions of the Consent Agreement and Final Order; and
- f) Description of the environmental and public health benefits resulting from implementation of the SEP (with quantification of the benefits and pollutant reductions, if feasible).

17. Following receipt of the SEP Completion Report, EPA will either:

- a) Accept the Report; or
- b) Reject the Report and notify Respondent, in writing, of deficiencies in the SEP Completion Report, granting Respondent an additional thirty (30) days in which to correct any deficiencies and to resubmit the Report to EPA. If the identified deficiency in the Report reflects substantive non-compliance, then EPA will provide Respondent with an opportunity to respond, and /or correct the deficiencies. If EPA, after allowing Respondent thirty (30) days to correct any deficiencies, finds that the same type of deficiencies remains, then EPA may seek stipulated penalties pursuant to paragraph 21 b) of this CA/FO.

18. In all documents or reports, including without limitation the Compliance Plan, Progress Report(s) and SEP Completion Report which are submitted to EPA pursuant to this CA/FO, Respondent shall, by its official, sign and certify under penalty of law that the information contained in such document or report is true, accurate and not misleading by signing the following statement:

I hereby certify, under penalty of law, that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system or those persons directly responsible for gathering the information, the information submitted is to the best of my knowledge and belief, true, accurate and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

This certification shall be signed by a person knowledgeable about the information provided in the report, and who is authorized by Respondent to make such certification.

The certified report shall be sent to Dr. Meghan Tierney, of EPA, at the address in Paragraph 15.

19. If in the future EPA believes that any of the information in the documents or reports certified to, pursuant to paragraph 18 above, 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 materially inaccurate, EPA may, in addition to seeking stipulated penalties pursuant to paragraph 21 b), below, for each day of noncompliance, may take such further action as it determines appropriate.
20. Stipulated penalties for non-compliance with the SEP will be calculated as follows:

In the event that EPA determines, in its sole discretion, that Respondent fails to comply with any of the terms or provisions of this Consent Agreement and Final Order relating to the performance of the SEP described in paragraphs 6 -8 (but excluding the violations described in 21 b) and/or to the extent the actual allowable expenditures for the SEP does not equal or exceed the Minimum Required SEP Expenditure, Respondent shall be liable for stipulated penalties according to the following provisions:

- a) Except as provided in b) below, if EPA determines, in its sole discretion that the SEP has not been completed satisfactorily and timely, Respondent shall pay a stipulated penalty in the amount of \$23,400. Payment shall be transmitted using the same procedure specified in paragraph 3, above.
- b) If EPA determines, in its sole discretion, that the SEP is not completed satisfactorily and timely, but:
- i. EPA determines that Respondent has made good-faith timely efforts to complete the SEP at issue; and
 - ii. Respondent certifies, with supporting documentation, that at least ninety (90) percent of the Minimum Required SEP Expenditure for the SEP was spent, and EPA accepts that such expenditures are creditable for the SEP, then Respondent shall not pay any stipulated penalties.
- c) If EPA determines, in its sole discretion, that the SEP has been completed satisfactorily, but:
- i. Respondent spent less than ninety (90) percent of the Required SEP Expenditure for the SEP; and
 - ii. Respondent certifies, with supporting documentation, the costs that were spent, and EPA accepts that such expenditures are creditable for the SEP, then: Respondent shall pay a stipulated penalty in an amount equal to two (2) times the difference between the Minimum Required SEP Expenditure and the amount the Respondent has expended that EPA determines is properly credited toward the SEP.
- d) If EPA determines, in its sole discretion, that the SEP is not completed satisfactorily, but:

- i. EPA determines that Respondent has made good-faith timely efforts to complete the SEP at issue; and
- ii. Respondent spent less than ninety (90) percent of the Required SEP Expenditure for the SEP; and
- iii. Respondent certifies, with supporting documentation, the costs that were spent, and EPA accepts that such expenditures are creditable for the SEP, then: Respondent shall pay a stipulated penalty in an amount equal to two (2) times the difference between the Minimum Required SEP Expenditure and the amount the Respondent has expended that EPA determines is properly credited toward the SEP.

(e) If the SEP is satisfactorily completed and Respondent spent at least ninety (90) percent of the Minimum Required SEP Expenditure, then the Respondent shall not pay any stipulated penalty.

21. a. Whether Respondent has complied with the terms of this CA/FO through implementation of the SEP as herein required, whether the SEP has been satisfactorily completed, whether the Respondent has made good-faith, timely effort to implement the SEP, and whether costs expended are creditable to each SEP shall be the sole determination of EPA. Should EPA have any concerns about the satisfactory completion of the SEP, EPA will communicate those concerns to Respondent and provide it with an opportunity to respond and/or correct the deficiencies. In the event that there is disagreement between EPA and Respondent regarding the completion of the SEP, the parties will have thirty (30) days (or such time as the parties may agree) to reach

agreement. If agreement cannot be reached within this thirty (30) day period, Respondent may ask that the Complainant or her representative review the matter. Within a reasonable amount of time, EPA shall provide a written statement of its decision to Respondent, which decision shall be final and binding upon Respondent. Respondent shall have forty-five (45) days to comply with the decision. If EPA makes a determination that the SEP has been satisfactorily completed, it will provide Respondent with written confirmation of the determination within a reasonable amount of time.

- b. Notwithstanding any other provision of this Consent Agreement, stipulated penalties shall accrue per day per violation for the following types of matters; (i) failure to timely submit and/or provide documents, reports and plans (i.e., Compliance Plan, Progress Report and SEP Completion Report, including documentation/evidence that the activities required by this Consent Agreement have been completed), (ii) failure to provide the required certifications specified in paragraphs 9, 16 & 18, and /or (iii) failure by Respondent to include language (specified in paragraph 24) in any public statement it makes regarding the SEP, and/or (iv) failure by Respondent to revise any document following receipt of EPA comments. If deviation from the due dates in this Consent Agreement have not been approved by EPA in writing pursuant to paragraph 27, below, and if Respondent is determined by EPA to be liable to EPA for a stipulated penalty, such liability shall commence on the first day of noncompliance with the requirements of this Consent Agreement and continue through the final date or completion of the activity by which compliance with the requirements of this Consent Agreement is achieved. Simultaneous penalties shall accrue for separate

violations of the Consent Agreement. The stipulated penalties shall accrue as follows:

<u>Period of Failure to Comply</u>	<u>Penalty Per Day</u>
1 st to 10 th day	\$500
11 th to 30 th day	\$1,000
31 st to 60 th day	\$2,500
Each day in excess of 60 days	\$3,500

- c. Unless Respondent provides EPA with a written explanation in accordance with subparagraph d below, all stipulated penalties are due and payable within thirty (30) calendar days of the Respondent's receipt from EPA of a written demand for payment of the penalties. Respondent agrees that such demand may be mailed to:

Sivaraman Anbarasan
Executive Director
Consortium for Workforce & Economic Development
/NJ Council of Community Colleges
330 West State Street
Trenton, New Jersey 08618

All stipulated penalty payments shall be made by cashier's or certified check in accordance with the payment instructions in paragraph 3 of this Consent Agreement. Penalties shall accrue as provided above regardless of whether EPA has notified Respondent of the violation or made a demand for payment, but need only be paid upon demand. Any payment of stipulated penalties shall be in addition to any other payments required under any other paragraph of this Consent Agreement. Nothing in this Consent Agreement, including payment of

penalties identified in this Consent Agreement, shall preclude EPA from initiating a separate criminal investigation pursuant to 18 USC Section 1001 et seq. or any other applicable law. Failure to pay any stipulated penalty in full will result in referral of this matter to the United States Department of Justice or the United States Department of Treasury for collection and/or other appropriate action.

- d. After receipt of demand for EPA for stipulated penalties pursuant to paragraphs 20 and 21 b), above, Respondent shall have fifteen (15) calendar days to provide Complainant with a written explanation of why it believes that a stipulated penalty is not appropriate for the cited violation(s) of this Consent Agreement (including any technical, financial or other information that Respondent deems relevant). Pursuant to paragraph 22 below, EPA shall evaluate the written explanation provided by the Respondent.

22. The Complainant may, in her sole discretion, reduce or eliminate any stipulated penalty due under this Consent Agreement if Respondent has, in writing, demonstrated to EPA's satisfaction good cause for such action by EPA. If, after review of Respondent's submission pursuant to the preceding paragraph, Complainant determines that Respondent has failed to comply with the provisions of this Consent Agreement, and Complainant does not, in her sole discretion, eliminate the stipulated penalty demanded by EPA, Complainant will notify Respondent, in writing, that either the full stipulated penalty or a reduced stipulated penalty must be paid by Respondent. Respondent shall pay the stipulated penalty amount indicated in EPA's notice within thirty (30) calendar days of its receipt of such written notice from EPA. Failure of Respondent to pay any

stipulated penalty by EPA pursuant to this Consent Agreement may result in further action by EPA.

23. At any time prior to Respondent's payment of stipulated penalties, the Complainant may, for good cause as independently determined by her, reduce or eliminate the stipulated penalty(ies). If the Complainant makes such determination, EPA shall notify Respondent in writing of any such action.

24. Any public statement, oral or written, in print, film, Internet, or other media made by Respondent making reference to the SEP shall include the following language: "This project was undertaken in connection with the settlement of an enforcement action taken by the US Environmental Protection Agency."

25. Delays

- a) If any event occurs which causes or may cause delays in the completion of the SEP as required under this Consent Agreement, Respondent shall notify EPA in writing within thirty (30) days of the delay or upon 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 delay, the measures taken by Respondent to prevent or minimize delay, and the timetable by which those measures will be implemented. 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 incident involved and may constitute a waiver of Respondent's right to request an extension of its obligation under this Consent Agreement based on such incident.

- b) If the parties agree that the delay or anticipated delay in compliance with this Consent Agreement 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 no longer than the delay resulting from such circumstances.
 - c) In the event that EPA does not agree that a delay in achieving compliance with the requirements of this Consent Agreement has been or will be caused by circumstances beyond the control of Respondent, EPA will notify Respondent in writing of its decision within a reasonable amount of time and any delays in completion of the SEP 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. Increased cost or expenses associated with the implementation of actions called for by this Consent Agreement shall not, in any event, be a basis for extensions of time under section b) of this paragraph. Delay in achievement of one interim step shall not necessarily justify or excuse delay in achievement of subsequent steps.
26. The civil penalty and any applicable stipulated penalties provided for herein are penalties within the meaning of Title 26, Section 162(f) of the United States Code, 26 U.S.C. Section 162(f), and are not deductible expenditures for purposes of federal law. For federal income tax purposes, Respondent agrees that it will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEP.
27. EPA Region 2 may grant an extension of the date(s) of performance or such other dates as are established in this Consent Agreement with regard to the SEP if Respondent has first demonstrated in writing good cause for such extension, including but not limited to, failures arising from causes beyond the reasonable contemplation of the parties and

beyond the reasonable control and without fault or negligence of the Respondent. If Respondent submits a request for extension, such request shall be accompanied by supporting documentation and should be submitted to EPA no later than thirty (30) calendar days prior to any due date set forth in this Consent Agreement, or other deadline established pursuant to this Consent Agreement. Where the need for an extension does not become apparent until a date within thirty (30) calendar days of the due date or other deadline, Respondent shall submit a request for extension prior to the due date, or other deadline established pursuant to the Consent Agreement. Such extension, if any, shall be approved in writing within a reasonable amount of time after EPA's receipt of Respondent's request.

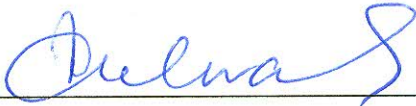
28. This Consent Agreement is being voluntarily and knowingly entered into by the parties to resolve (conditional upon full payment of the civil penalty herein, and of any applicable stipulated penalty that becomes due, the performance of injunctive relief referenced in the Consent Agreement, and the accuracy of the Respondent's representations in this proceeding) the civil and administrative claim described in the Findings of Fact and Conclusions of Law set forth above.
29. Nothing herein shall be read to preclude EPA or the United States, on behalf of EPA, from pursuing appropriate injunctive or other equitable relief or criminal sanctions for any violation of the law.
30. Respondent has read the Consent Agreement, understands its terms, finds it to be reasonable, and consents to its issuance and its terms.
31. Respondent consents to the issuance of the accompanying Final Order.
32. Respondent agrees that all terms of settlement are set forth herein.

33. Respondent explicitly and knowingly consents to the assessment of the civil penalty and any stipulated penalties as set forth in this Consent Agreement, and agrees to pay the civil penalty and any stipulated penalties in accordance with the terms of this Consent Agreement.
34. Respondent explicitly and knowingly waives its right to request or to seek any Hearing pursuant to Subpart D of 40 C.F.R. Part 22 or other judicial proceeding on this Consent Agreement or on determinations contained herein, on the “Findings of Fact and Conclusions of Law” herein, or on the accompanying Final Order.
35. Respondent waives any right it may have pursuant to 40 C.F.R. § 22.8 to be present during discussions with or to be served with and to reply to any memorandum or communication addressed to the Regional Administrator, the Deputy Regional Administrator, or the Regional Judicial Officer where the purpose of such discussion, memorandum, or communication is to discuss a proposed settlement of this matter and/or to recommend that such official accept this Consent Agreement and issue the attached Final Order.
36. The Respondent agrees not to contest the validity or any term of this CA/FO in any action brought: a) by the United States, including EPA, to enforce this CA/FO; or b) to enforce a judgment relating to this CA/FO.
37. Respondent waives its right to appeal this Consent Agreement and the accompanying Final Order.
38. This Consent Agreement and any provision herein shall not be construed as an admission of liability in any criminal or civil action or other administrative proceeding, except any action or proceeding to enforce or seek compliance with the terms of this Consent Agreement and its accompanying Final Order.

39. This Consent Agreement and Final Order does not waive, extinguish, or otherwise affect Respondent's obligation to comply with all applicable federal, state, or local laws, rules, or regulations. Nor shall the Consent Agreement and Final Order be construed to be a ruling on, or a determination of, any issue related to any federal, state or local permit.
40. Each undersigned signatory to this Consent Agreement certifies that he or she is duly and fully authorized to enter into and ratify this Consent Agreement and all terms and conditions set forth in this Consent Agreement.
41. Nothing in this Consent Agreement and Final Order shall be construed as a release from any other action under any law and/or regulation administered by EPA.
42. The provisions of this Consent Agreement and Final Order shall be binding upon both EPA and Respondent, its officers/officials, agents, authorized representatives and successors or assigns.
43. Any failure by Respondent to perform fully any requirement herein will be considered a violation of this CA/FO, and may subject Respondent to a civil judicial action by the United States to enforce the provisions of this CA/FO.
44. Each party shall bear its own costs and fees in this matter.
45. Respondent consents to service upon Respondent of a copy of this Consent Agreement and Final Order by an EPA employee other than the Regional Hearing Clerk.

**Consortium for Workforce & Econ. Development
/NJ Council of Community Colleges**

RESPONDENT:

BY: 

NAME: Sivaraman Anberasan
(PLEASE PRINT)

TITLE: Executive Director

DATE: 8/14/13

COMPLAINANT:



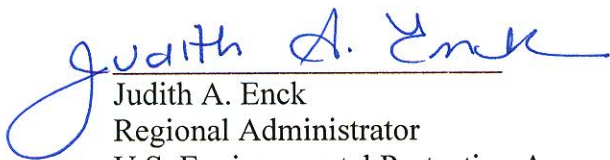
Dore LaPosta, Director
Division of Enforcement and Compliance Assistance
U.S. Environmental Protection Agency, Region 2
290 Broadway
New York, New York 10007

DATE: 8/17/13

In the Matter of Consortium for Workforce & Economic Development/NJ Council of Community Colleges, Docket Number TSCA-02-2013-9170

FINAL ORDER

The Regional Administrator of the U.S. Environmental Protection Agency, Region 2, ratifies the foregoing Consent Agreement in the case of In the Matter of Consortium for Workforce & Economic Development/NJ Council of Community Colleges, bearing Docket Number TSCA-02-2013-9170. Said Consent Agreement, having been duly accepted and entered into by the parties to this matter, is hereby approved, incorporated herein, and issued as a Final Order, which shall become effective when filed 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 (a) of the Toxic Substances Control Act, 15 U.S.C. § 2615.



Judith A. Enck
Regional Administrator
U.S. Environmental Protection Agency, Region 2
290 Broadway, 26th Floor
New York, New York 10007

DATE: 8/19/13

**In the Matter of Consortium for Workforce & Economic Development/NJ Council of
Community Colleges, Docket No. TSCA-02-2013-9170**

EXHIBIT 1

SUPPLEMENTAL ENVIRONMENTAL PROJECT

The Respondent has agreed to spend at least \$24,375 (Minimum Required SEP Expenditure) to provide tuition free, EPA-accredited Renovator Initial Training courses until either i) the Minimum Required SEP Expenditure is met and at least sixty (60) persons attend the training or ii) the Minimum Required SEP Expenditure is met and March 31, 2014 occurs, whichever is earlier. Based on the costs delineated below, the creditable cost for conducting two classes per month is estimated to be \$7,256 and the creditable cost of conducting two mailings is \$8,146 (\$4,073 x 2).

As part of this SEP, the Respondent will conduct a mass mailing campaign to contractors in New Jersey through direct mail and e-mail, and the public at large through the Respondent's website to announce the availability of the Renovation, Repair & Painting (RRP) classes for free.

Below is the breakdown of the projected creditable SEP Costs:

Monthly Cost for Running RRP Classes:	
Proposed Classes per Month	2
Number of Trainees in a Class	12
Cost of Instruction	\$1,210.00
Cost of Books and Materials \$40/Trainee	\$960.00
Cost of Classrooms @ \$900/class @\$100/hr (market value)	\$1,800.00
Cost of Training Manager	\$1,132.00
Cost of Assistant and Accountant	\$2,600.00
Cost of Merchant Account	\$250.00
Total Cost Expended by Training Program	\$7,952.00
Registration Fee Collected @ \$29/trainee	(\$696.00)
Total Net Cost/Month	\$7,256.00
Cost Expended per Trainee	\$302
Cost for Mailing Campaign:	
Design and Print	\$1,735.00
Mail House	\$713.00
Postage	\$1,625.00
Cost for mailing campaign	\$4,073.00

In the Matter of Consortium for Workforce & Economic Development/NJ Council of Community Colleges, Docket Number TSCA-02-2013-9170

CERTIFICATE OF SERVICE

I certify that I have on this day caused to be sent the foregoing Consent Agreement and Final Order, bearing the above-referenced docket number, in the following manner to the respective addressees below:

Original and one copy by hand to:

Office of the Regional Hearing Clerk
U.S. Environmental Protection Agency
290 Broadway, 16th Floor
New York, New York 10007
Attn: Karen Maples

Copy by Certified Mail Return Receipt Requested:

Mr. Sivaraman Anbarasan
Executive Director
Consortium for Workforce & Economic Development
/NJ Council of Community Colleges
330 West State Street
Trenton, New Jersey 08618

Dated: AUG 21 2013
New York, New York

Michael N. Baer