

EPA ENFORCEMENT ACCOUNTS RECEIVABLE CONTROL NUMBER FORM FOR ADMINISTRATIVE ACTIONS

This form was originated by Wanda I. Santiago for Hugh W. Martinez 3/3/15
Name of Case Attorney Date

in the ORC (RAA) at 918-1113
Office & Mail Code Phone number

Case Docket Number TSCA-DI-2014-0042 b

Site-specific Superfund (SF) Acct. Number _____

This is an original debt This is a modification

Name and address of Person and/or Company/Municipality making the payment:

Garden Homes Management Corporation
29 Knapp Street
Stamford, CT 06907

Total Dollar Amount of Receivable \$ 54,044 Due Date: 3/24/15

SEP due? Yes _____ No Date Due _____

Installment Method (if applicable)

INSTALLMENTS OF:

- 1st \$ _____ on _____
- 2nd \$ _____ on _____
- 3rd \$ _____ on _____
- 4th \$ _____ on _____
- 5th \$ _____ on _____

For RHC Tracking Purposes:

Copy of Check Received by RHC _____ Notice Sent to Finance _____

TO BE FILLED OUT BY LOCAL FINANCIAL MANAGEMENT OFFICE:

IFMS Accounts Receivable Control Number _____

If you have any questions call: _____
in the Financial Management Office Phone Number _____



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1 – NEW ENGLAND
5 Post Office Square, Suite 100 (OES 04-3)
Boston, MA 02109-3912

RECEIVED

FEB 25 2015

EPA ORC WS
Office of Regional Hearing Clerk

HUGH W. MARTINEZ
direct: (617) 918-1867

OFFICE OF
ENVIRONMENTAL STEWARDSHIP

BY HAND

February 25, 2015

Wanda I. Santiago, Regional Hearing Clerk
EPA Region 1 – New England
5 Post Office Square, Suite 100 (ORA 18-1)
Boston, MA 02109-3912

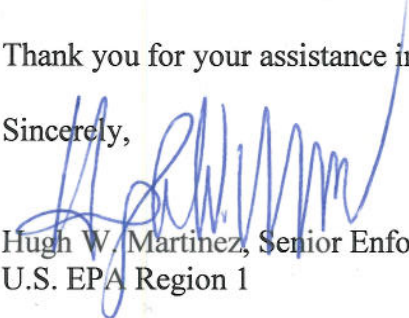
Re: *In Re Garden Homes Management Corporation, Docket No. TSCA-01-2014-0042* ^b
Approved Consent Agreement and Final Order

Dear Ms. Santiago:

Please find enclosed for filing the original and one copy of a Consent Agreement and Final Order (CAFO) resolving the above-referenced enforcement case. Also enclosed is the original and one copy of a certificate of service documenting that, on this date, a copy of the CAFO and this cover letter were mailed to Respondent's President, Richard K. Freedman.

Thank you for your assistance in this matter.

Sincerely,


Hugh W. Martinez, Senior Enforcement Counsel
U.S. EPA Region 1

Enclosures

cc: Richard K. Freedman, President, Garden Homes Management Corp.

Ronnie Levin, Inspector, EPA Region 1

CERTIFICATE OF SERVICE

I hereby certify that this Certificate of Service and the foregoing Consent Agreement and Final Order and cover letter to the Regional Hearing Clerk were delivered in the following manner to the addressees listed below:

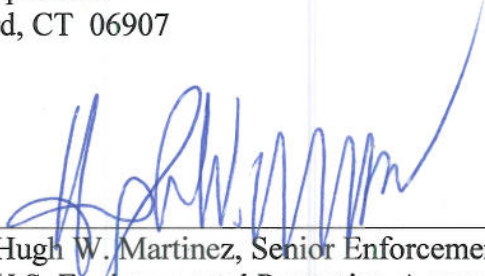
Originals and One Copy by Hand Delivery to: Wanda I. Santiago
Regional Hearing Clerk
Environmental Protection Agency
5 Post Office Square, Suite 100 (ORA 18-1)
Boston, MA 02109-3912

One Copy by Certified Mail – Return Receipt Requested to: Richard Freedman, President
Garden Homes Management Corporation
29 Knapp Street
Stamford, CT 06907

Date :

2-25-15

Signed:



Hugh W. Martinez, Senior Enforcement Counsel
U.S. Environmental Protection Agency
Region 1 (Mail Code: OES 04-3)
5 Post Office Square, Suite 100
Boston, MA 02109-3912
Phone (617) 918-1867
Fax (617) 918-0867
martinez.hugh@epa.gov

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1**

In The Matter of:)

Garden Homes Management Corporation,)

Respondent.)

Docket No. TSCA-01-2014-0042 b

**CONSENT AGREEMENT
AND FINAL ORDER**

RECEIVED

FEB 25 2015

EPA ORC
Office of Regional Hearing Clerk

CONSENT AGREEMENT

Complainant, the United States Environmental Protection Agency (“EPA”), having filed an Administrative Complaint and Notice of Opportunity for Hearing (“Complaint”) against Respondent, Garden Homes Management Corporation, on September 23, 2014, and Respondent, having received extensions of time in which to file an Answer such that no Answer was filed, hereby agree that settlement of this matter is in the public interest, and that entry of this Consent Agreement and Final Order (“CAFO”) without further litigation is the most appropriate means of resolving this matter. As used herein, Complainant and Respondent are referred to, collectively, as the “Parties.”

STATUTORY AND REGULATORY AUTHORITY

1. This CAFO resolves an administrative action for the assessment of monetary penalties brought pursuant to Section 16(a) of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. § 2615(a), 40 C.F.R. §§ 745.87 and 745.118, and 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 (“Consolidated Rules of Practice”), 40 C.F.R. Part 22. In accordance with 40 C.F.R. § 22.31(b), the effective date is the date on which this CAFO is filed with the Regional Hearing Clerk.

2. EPA alleged in its Complaint that Respondent violated Sections 15 and 409 of TSCA, 15 U.S.C. §§ 2614 and 2689, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (“the Act”), 42 U.S.C. § 4851 *et seq.*, and federal regulations promulgated under TSCA and the Act, including 40 C.F.R. Part 745, Subpart F [*Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards Upon Sale or Lease of Residential Property*, 40 C.F.R. §§ 745.100-745.119], 40 C.F.R. Part 745, Subpart E [*Residential Property Renovation*, 40 C.F.R. §§ 745.80-745.92], and 40 C.F.R. Part 745, Subpart L [*Lead-Based Paint Activities*, 40 C.F.R. §§ 745.220-745.239]. As used herein, references to the “Disclosure Rule” are references to the regulations at 40 C.F.R. Part 745, Subpart F, as amended, and references to the “Renovation, Repair and Painting Rule” or “RRP Rule” are references to the regulations at 40 C.F.R. Part 745, Subparts E and L together, as amended.

TERMS OF SETTLEMENT

GENERAL

3. The provisions of this CAFO shall apply to and be binding on Respondent and its officers, directors, successors, and assigns.

4. Respondent stipulates that EPA has jurisdiction over the subject matter alleged in the Complaint and that the Complaint states a claim upon which relief can be granted against Respondent. Respondent waives any defenses it might have as to jurisdiction and venue and, without admitting or denying the factual and legal allegations contained in the Complaint, consents to the terms of this CAFO.

5. Respondent hereby waives the right to a judicial or administrative hearing on any issue of law or fact set forth in the Complaint and the right to appeal the Final Order.

6. Respondent hereby certifies that it is currently operating in compliance with the requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4851 *et seq.*, the Disclosure Rule at 40 C.F.R. Part 745, Subpart F, and the Renovation, Repair and Painting Rule at 40 C.F.R. Part 745, Subparts E and L.

PENALTY

7. Pursuant to Section 16(a) of TSCA and in light of the nature of the violations, relevant statutory penalty criteria, and Respondent's agreement to perform a Supplemental Environmental Project ("SEP"), the total expenditure for which will not be less than \$20,000, EPA has determined that it is fair and proper to assess a civil penalty of fifty-four thousand six hundred forty-four dollars (\$54,644) for the violations alleged in this matter.

8. Respondent shall pay the civil penalty of \$54,644 within thirty (30) days of the effective date of this CAFO.

9. Respondent agrees to pay the civil penalty of \$54,644 in the manner described below:

- a. Payment shall be in a single payment of \$54,644 due within 30 calendar days of the effective date of this CAFO. If the due date for the payment falls on a weekend or federal holiday, then the due date is the next business day. The date the payment is made is considered to be the date processed by U.S. Bank, as described below. Payment must be received by 11:00 a.m. Eastern Standard time to be considered as received that day.
- b. The payment shall be made by remitting a check or making an electronic payment, as described below. The check or other payment shall designate the name and docket number of this case (*In the Matter of Garden Homes Management Corporation*, TSCA-01-2014-0042), be in the amount stated above, and be payable to "Treasurer, United States of America." The payment shall be remitted as follows:

If remitted by regular U.S. mail:

U.S. EPA
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, MO 63197-9000

If remitted by any overnight commercial carrier:

U.S. Bank
1005 Convention Plaza
Mail Station SL-MO-C2GL
St. Louis, Missouri 63101

If remitted by wire transfer: Any wire transfer must be sent directly to the Federal Reserve Bank in New York City using the following information:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, New York 10045
Field Tag 4200 of the Fedwire message should read "D 68010727
Environmental Protection Agency"

- c. At the time of payment, a copy of the check (or notification of other type of payment) shall also be sent to:

Regional Hearing Clerk
U.S. Environmental Protection Agency
Region 1 (Mail Code ORA 18-1)
5 Post Office Square, Suite 100
Boston, MA 02109-3912

and

Hugh W. Martinez, Senior Enforcement Counsel
U.S. EPA, Region 1
5 Post Office Square
Suite 100 (OES 04-3)
Boston, MA 02109-3912

10. The failure by Respondent to pay the penalty in full by the due date may subject Respondent to a civil action to collect the assessed penalty, plus all accrued interest as calculated pursuant to Paragraph 12, due to the United States upon such failure. Interest shall continue to accrue on all unpaid amounts until the total amount due has been received by the United States. Respondent shall be liable for such amounts regardless of whether EPA has notified Respondent of its failure to pay or made demand for payment. All payments to the United States under this Paragraph shall be made in accordance with Paragraph 9.

11. Pursuant to 31 U.S.C. § 3717, EPA is entitled to assess interest and penalties on debts owed to the United States and a charge to cover the costs of processing and handling a delinquent claim.

12. Interest shall be payable at the rate of the United States Treasury tax and loan rate in accordance with 31 C.F.R. § 901.9(b)(2) and shall accrue from the original date on which the penalty was due to the date of payment. A charge will be assessed to cover the costs of debt collection, including processing and handling costs and attorneys fees. In addition, a non-payment penalty charge of six (6) percent per year compounded annually will be assessed on any portion of the debt which remains delinquent more than ninety (90) days after payment is due. However, should assessment of the penalty charge on the debt be required, it will be assessed as of the first day payment is due under 31 C.F.R. § 901.9(d). In any such collection action, the validity, amount, and appropriateness of the penalty shall not be subject to review.

13. The civil penalty provided under this CAFO, and any interest, nonpayment penalties, and charges described in this CAFO, shall represent penalties assessed by EPA within the meaning of 26 U.S.C. § 162(f) and are not tax deductible for purposes of federal, state, or local law. Accordingly, Respondent agrees to treat all payments made pursuant to this CAFO as

penalties within the meaning of 26 C.F.R. § 1.162-21, and further agrees not to use those payments in any way as, or in furtherance of, a tax deduction under federal, state, or local law.

SUPPLEMENTAL ENVIRONMENTAL PROJECT

14. Respondent shall satisfactorily complete the Supplemental Environmental Project described below and in Appendix A to this CAFO (the SEP Scope of Work or “SOW”) which the Parties agree is intended to secure significant environmental and/or public health benefits. As a SEP, Respondent agrees to complete lead-based paint abatement activities described in this CAFO and Appendix A, the terms of which are incorporated by reference into and enforceable by the CAFO. In particular, Garden Homes shall abate lead-based paint by removing and replacing certain windows that open and are original (i.e., were installed prior to 1978) in residential dwelling units within the Garden Homes apartment building known as Beechmont Gardens in Bridgeport, Connecticut (the “Beechmont Property”). The SEP shall be implemented according to the terms and schedule set forth in this CAFO and in Appendix A.

15. The SEP is anticipated to cost approximately \$20,000. “Satisfactory completion” of the SEP shall mean: (a) within 30 days of the effective date of this CAFO, establishing an interest-bearing escrow account at an authorized bank or other comparable commercial entity and depositing into such account at least \$20,000 for use in implementing the SEP in accordance with this CAFO and the SOW; (b) implementing the SEP by removing and replacing windows within the Beechmont Property in accordance with this CAFO and the SOW; and (c) spending approximately \$20,000 (plus any escrow-accrued interest) in eligible SEP costs for purposes of carrying out the SEP in accordance with this CAFO and the SOW.

16. SEP Reports

(a) Semi-Annual SEP Reports. Respondent shall submit written Semi-Annual SEP Reports to EPA no later than the 21st day of the month following each 6-month period after the effective date of this CAFO. Respondent shall continue to submit such written Semi-Annual SEP Reports to EPA for at least four full 6-month reporting periods after the effective date of this CAFO or, if earlier, until the SEP has been completed and a written SEP Completion Report has been submitted to EPA. Each Semi-Annual Report shall outline the work completed as well as any funds spent during the applicable reporting period. For each reporting period, as applicable, each Semi-Annual Report shall include copies of all invoices documenting any funds spent towards completion of the SEP. The final Semi-Annual Report may include, or be submitted with, the SEP Completion Report.

(b) SEP Completion Report. Respondent shall submit a SEP Completion Report within 60 days of completion of the SEP, but in no event later than 60 days from the date of two years after the effective date of the CAFO (or from such later date for completion agreed to by the Parties, in writing, under the SOW). The SEP Completion Report shall contain the following information:

- i. detailed description of the SEP as implemented, including all lead abatement activities completed, with representative photographs, if available;
- ii. any wipe, clearance, or other sampling results and/or data not already submitted in the Semi-Annual SEP Reports including, but not necessarily limited to, all inspection and risk assessment reports, sampling locations and documentation of analytical quality assurance/quality control;
- iii. a list of itemized costs of goods and services used to complete the SEP;
- iv. a certification by Respondent that the SEP has been fully implemented pursuant to the provisions of this CAFO and Appendix A, including a certification that the individuals who performed any SEP work for which Garden Homes claims SEP cost credit are authorized to perform such work under federal and Connecticut state law, along with copies of all applicable Connecticut licenses;

- v. a description of the environmental and public health benefits resulting from implementation of the SEP;
- vi. a statement that no tax returns filed or to be filed by Respondent will contain deductions or depreciations for any expense associated with the SEP (i.e., eligible SEP costs); and,
- vii. a description of any operating problems encountered and the solutions thereto.

In itemizing its costs in the SEP Completion Report and any Semi-Annual SEP Report, Respondent shall clearly identify and provide acceptable documentation for all eligible SEP costs. Where any SEP report includes costs not eligible for SEP credit, those costs must be clearly identified as such. For purposes of this Paragraph, "acceptable documentation" includes invoices, purchase orders, or other documentation that specifically identifies and itemizes the individual costs of the goods and/or services for which payment is being made. Canceled drafts do not constitute acceptable documentation unless such drafts specifically identify and itemize the individual costs of the goods and/or services for which payment is being made.

(c) Respondent shall maintain legible copies of documentation of the underlying documents or reports submitted to EPA pursuant to this CAFO and shall provide the documentation of any such underlying research and data to EPA not more than seven days after a request for such information. In all documents or reports, including, without limitation, any SEP reports, submitted to EPA pursuant to this CAFO, Respondent shall, by its officers, 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 certify under penalty of law that I have examined and am familiar with the information submitted in this document and all attachments and that, based on my inquiry of those individuals immediately responsible for obtaining the information, I believe that the information is true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.”

17. Respondent agrees that failure to submit the reports required by Paragraph 16 shall be deemed a violation of this CAFO, and Respondent shall become liable for stipulated penalties pursuant to Paragraph 20 below.

18. Respondent shall submit all notices, submissions, and reports required by this CAFO and Appendix A to the following individuals, by First Class Mail or any other commercial delivery service, at the following addresses:

Ronnie Levin, Inspector
U.S. EPA, Region 1
5 Post Office Square
Suite 100 (OES 05-4)
Boston, MA 02109-3912

and

Hugh W. Martinez, Senior Enforcement Counsel
U.S. EPA, Region 1
5 Post Office Square
Suite 100 (OES 04-3)
Boston, MA 02109-3912

Except where the terms of this CAFO expressly indicate otherwise, the foregoing requirements for submitting notices, submissions, and reports required by this CAFO and Appendix A may be satisfied by transmitting an electronic copy thereof to Ms. Levin and Mr. Martinez, provided that telephone notice be given to both individuals at the time of transmission, at:

Levin.ronnie@epa.gov
phone: 617-918-1716

and

Martinez.hugh@epa.gov
phone: 617-918-1867

19. After receipt of the SEP Completion Report described in Paragraph 16 above, EPA will notify Respondent in writing: (a) that EPA concludes that the SEP has been completed satisfactorily; (b) that EPA has determined that the project has not been completed satisfactorily and is specifying a reasonable schedule for correction of the SEP or the SEP Completion Report; or (c) that EPA has determined that the SEP does not comply with the terms of this CAFO and is seeking stipulated penalties in accordance with Paragraph 20 herein. If EPA notifies Respondent pursuant to Subparagraph 19(b) that the SEP itself or the SEP Completion Report does not comply with the requirements of this CAFO, Respondent shall make such corrections to the SEP and/or modify the SEP Completion Report in accordance with the schedule specified by EPA. If EPA notifies Respondent pursuant to Subparagraph 19(c) that the SEP itself does not comply with the requirements of this CAFO, Respondent shall pay stipulated penalties to EPA in accordance with Paragraph 20 herein.

20. Stipulated Penalties.

(a) In the event that Respondent fails to comply with any of the terms or provisions of this CAFO relating to performance of the SEP, Respondent shall be liable for stipulated penalties according to the provisions set forth below:

- i. For failure to submit any required Semi-Annual SEP Report or SEP Completion Report, for each report Respondent shall pay a stipulated penalty in the amount of \$200 for each day that Respondent is late;
- ii. For a SEP that has not been completed satisfactorily pursuant to this CAFO, Respondent shall pay a stipulated penalty to the United States of \$25,000, plus interest from the effective date of the CAFO. The definition of "satisfactory completion" is set out in Paragraph 15. However, if Respondent spends less than

\$20,000 but otherwise satisfactorily completes the SEP, Respondent shall only be required to pay a stipulated penalty to the United States in the amount equal to the difference between \$20,000 and the actual amount of eligible costs spent on the Project.

(b) The determinations of whether the SEP has been satisfactorily completed and whether the Respondent has made a good faith, timely effort to implement the SEP shall be in the sole discretion of EPA.

(c) Stipulated penalties shall begin to accrue on the day after performance is due, and shall continue to accrue through the final day of the completion of the activity.

(d) Respondent shall pay stipulated penalties not more than fifteen (15) days after receipt of written demand by EPA for such penalties. The method of payment shall be in accordance with the provisions of Paragraph 9. Interest and late charges shall be paid as stated in Paragraph 12.

(e) Payment of stipulated penalties shall be in addition to any other relief available under federal law.

(f) EPA may, in its sole discretion, decide not to seek stipulated penalties or to waive any portion of the stipulated penalties that accrue pursuant to this CAFO.

21. Review of Delays.

(a) If any event occurs that causes or may cause delays in the completion of the SEP as required under this CAFO, Respondent shall notify EPA in writing, by certified mail, return receipt requested, not more than 10 days after the delay or Respondent's knowledge of the anticipated delay, whichever is earlier. The notice shall describe in detail the anticipated length of the delay, the precise cause or causes of the delay, the measures taken and to be taken by Respondent to prevent or minimize the 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 21 shall render this Paragraph void and of no effect as to the particular incident involved and constitute a waiver of the Respondent's right to request an extension of its obligation under this CAFO based on such incident.

(b) If the Parties agree that the delay or anticipated delay in compliance with this CAFO has been or will be caused by circumstances 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. In such event, the Parties shall stipulate to such extension of time.

(c) In the event that EPA does not agree that a delay in achieving compliance with the requirements of this CAFO has been or will be caused by circumstances beyond the control of the Respondent, EPA will notify Respondent in writing of its decision and any delays in the completion of the SEP shall not be excused.

(d) The burden of demonstrating to EPA that any delay is caused by circumstances entirely beyond the control of the Respondent shall rest with the Respondent. Increased costs or expenses associated with the implementation of actions called for by this CAFO shall not, in any event, be a basis for changes in this CAFO or extensions of time under this Paragraph 21. Delay in achievement of one interim step shall not necessarily justify or excuse delay in achievement of subsequent steps, unless Respondent demonstrates that such compliance date or dates would necessarily be delayed.

(e) If the Parties agree that compliance with any portion of the SEP cannot be completed due to circumstances beyond the control of Respondent, the SEP may be modified in compliance with the requirements of EPA's SEP Policy, as determined by EPA. In such event, the Parties shall stipulate to any such modification in writing.

(f) Stipulated penalties shall not accrue for any delays approved by EPA under this Paragraph 21.

22. Respondent certifies that, as of the date of this Consent Agreement, it is not required to perform the SEP by any federal, state or local law or regulation, nor is Respondent required to perform the SEP under any grant or agreement with any governmental or private entity, as injunctive relief in this or any other case, or in compliance with state or local requirements. Respondent further certifies that it has not received, and is not presently negotiating to receive, credit in any other enforcement action for the SEP.

23. Respondent certifies that it is not a party to any open federal financial assistance transaction that is funding or could be used to fund the same activity as the SEP. Respondent further certifies that, to the best of its knowledge and belief after reasonable inquiry, there is no such open federal financial assistance transaction that is funding or could be used to fund the same activity as the SEP, nor has the same activity been described in an unsuccessful federal financial assistance transaction proposal submitted to EPA within two (2) years of the date of this settlement (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 period has not yet expired.

24. Respondent agrees that any public statement, oral or written, in print, film, electronic, or other media, made by Respondent making reference to the SEP shall include the following qualifying language:

“This project was undertaken in connection with the settlement of an enforcement action taken by the U.S. Environmental Protection Agency for alleged violations of the Toxic Substances Control Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and federal regulations promulgated thereunder against Garden Homes Management Corporation.”

25. Respondent agrees that it will not implement the SEP for the purpose of advancing or advocating any Garden Homes sales or marketing strategy. Reference in the SEP to any type of product or technology is not intended and shall not be construed as an endorsement or approval by EPA of any particular brand of such product or technology. Also, the involvement of any third party in the implementation of the SEP is not intended and shall not be construed as a specific endorsement or approval by EPA of such third party or of any product or service provided by such third party.

26. Respondent agrees that EPA may inspect any property at which the SEP is being conducted at any time, including before work commences, in order to confirm that the SEP is being undertaken in conformity with the representations made herein and in Appendix A.

EFFECT OF SETTLEMENT AND RESERVATION OF RIGHTS

27. This CAFO constitutes a settlement by EPA of all claims for civil penalties pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a), and regulations implementing TSCA, at 40 C.F.R. §§ 745.87 and 745.118, for the violations alleged in the Complaint. Payment of any civil and stipulated penalties required under this CAFO and completion of the SEP as set forth in this CAFO and Appendix A shall be deemed to resolve all civil and administrative claims for matters addressed in the Complaint. Compliance with this CAFO shall not be a defense to any other actions subsequently commenced pursuant to federal laws and regulations administered by EPA for matters not addressed in the Complaint or this CAFO, and it is the responsibility of Respondent to comply with all applicable provisions of federal, state or local law.

28. This CAFO in no way relieves Respondent or its employees of any criminal liability, and EPA reserves all its other criminal and civil enforcement authorities, including the authority to seek injunctive relief and the authority to undertake any action against Respondent in response to conditions that may present an imminent and substantial endangerment to the public health, welfare, or the environment.

29. This CAFO shall not relieve Respondent of its obligation to comply with all applicable provisions of federal, state, or local law, nor shall it be construed to be a ruling on, or determination of, any issue related to any federal, state or local permit.

30. Except as specifically settled herein, nothing in this agreement shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondent's violation of this CAFO or of the statutes and regulations upon which the Complaint and this CAFO is based, or for Respondent's violation of any applicable provision of law.

31. The Parties shall bear their own costs and fees in this action, including attorneys' fees, and specifically waive any right to recover such costs from the other party pursuant to the Equal Access to Justice Act, 5 U.S.C § 504, or other applicable laws.

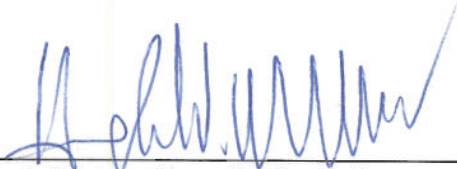
32. Each undersigned representative of the Parties to this Consent Agreement certifies that he or she is fully authorized by the party represented to enter into the terms and conditions of this CAFO and to execute and legally bind that party to it.

For Complainant, U.S. Environmental Protection Agency:



Joanna B. Jerison, Legal Enforcement Manager
Office of Environmental Stewardship
U.S. Environmental Protection Agency, Region 1

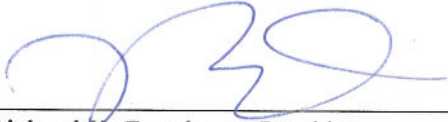
Date: 2/19/15



Hugh W. Martinez, Senior Enforcement Counsel
Office of Environmental Stewardship
U.S. Environmental Protection Agency, Region 1

Date: 2-18-15

For Respondent, Garden Homes Management Corporation:




Richard K. Freedman, President
Garden Homes Management Corporation

Date: 2/3/15

FINAL ORDER

The foregoing Consent Agreement is hereby approved and incorporated by reference into this Final Order. Respondent, Garden Homes Management Corporation, is hereby ordered to comply with the terms of the above Consent Agreement, which will be effective on the date it is filed with the Regional Hearing Clerk.

Date: 2/24/15



LeAnn W. Jensen, Acting Regional Judicial Officer
U.S. Environmental Protection Agency, Region I

SUPPLEMENTAL ENVIRONMENTAL PROJECT: SCOPE OF WORK (SOW)

In Re Garden Homes Management Corporation, Docket No. TSCA-01-2014-0042

1. Description of Project and Statement of Value

- a. Garden Homes Management Corporation (“Garden Homes”) shall spend at least \$20,000 in eligible SEP costs within 2 years of the effective date of the Consent Agreement and Final Order (“CAFO”) to complete the lead-based paint abatement activities involved in the Supplemental Environmental Project (“SEP”) described in the CAFO and this Appendix A, the terms of which are incorporated by reference into and enforceable by the CAFO.
- b. Garden Homes shall complete all work described in this Appendix A in accordance with the requirements and schedules set forth herein, and subject to the terms and stipulated penalty provisions of the CAFO.
- c. Under the SEP, Garden Homes shall abate lead-based paint (“LBP”) by removing and replacing approximately 24 windows that open and are original (i.e., were installed prior to 1978) in residential dwelling units within the Garden Homes apartment building known as Beechmont Gardens, located at 74 Quarry Street in Bridgeport, Connecticut (the “Beechmont Property”).
- d. Implementation of the SEP is intended to secure significant environmental and/or public health benefits through LBP abatement activities, namely, the removal and replacement of windows that open and were installed as part of the original construction (cir. 1961) within the Beechmont Property (hereinafter, “Target Windows”).
- e. The SEP work will be carried out by one or more third-party contractors.

2. Standard of Care

- a. The SEP shall be performed in accordance with and the U.S. Department of Housing and Urban Development Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (rev. 2012) (“HUD Guidelines”).
- b. The SEP shall be performed in compliance with all applicable requirements of the federal regulations set forth in 40 C.F.R. Part 745, Subpart E and L (together, the “Renovation Repair and Painting Rule” or “RRP Rule”) as well as all applicable State of Connecticut laws and regulations.

- c. In compliance with the above-mentioned federal and state requirements pertaining to LBP and LBP hazards, all on-site work shall be, among other requirements, supervised by a certified renovator, contained to prevent releases of dust and debris, and cleaned up properly after completion. Post-renovation verification shall include clearance wipes.
- d. While Garden Homes expects to employ third-party contractors to carry out at least some of the work under this SEP, Respondent acknowledges that it remains fully responsible for satisfactory completion of the SEP.

3. Project Schedule

- a. Respondent shall begin implementation of the SEP within 30 days after the effective date of the CAFO and shall complete the SEP within 2 years from the effective date of the CAFO.
- b. The schedule for window replacements completed under the SEP will depend, in part, upon the rate at which dwelling units with Target Windows at the Beechmont Property become vacant since Respondent expects to conduct SEP abatement activities (i.e., window removal and replacement) only in unoccupied units.
- c. Respondent shall submit the Semi-Annual SEP Reports and the SEP Completion Report as specified in Paragraph 16 of the CAFO.
- d. The SEP schedule may not be modified except upon written agreement between the Parties.

4. Costs

- a. Respondent estimates that the cost to complete this SEP will be \$20,000 for the removal and replacement of approximately 24 Target Windows within the Beechmont Property.
- b. To fund the SEP, on or before 30 days after the effective date of the CAFO, Respondent shall establish an interest-bearing escrow account at an authorized bank or other comparable commercial entity and shall deposit into such account at least \$20,000 for use in implementing the SEP in accordance with the CAFO and this SOW.
- c. Within 14 days after the establishment of the escrow account under Subparagraph 4.b., above, Respondent shall provide EPA with written confirmation of the establishment of the escrow account (using the contact information in Paragraph 18 of the CAFO) and shall

include, at a minimum, the name of the authorized bank or other comparable commercial entity, the account number, and the amount deposited.

- d. The total cost for the SEP reflects an estimated cost of \$850 per Target Window, including labor, a replacement window unit, and associated abatement activities.
- e. Costs that are eligible for credit under the SEP (i.e., eligible SEP costs) include the cost of materials and labor actually incurred in completing the SEP under the CAFO and this Appendix A, as well the cost of post-work inspections by an independent licensed lead inspector.
- f. Eligible SEP costs do not include Respondent's overhead, cost mark-ups on materials or labor, administrative expenses, legal fees, and/or any time and salary spent by Respondent's own personnel supervising, administering, managing, or overseeing SEP contractors. Also, costs incurred by Garden Homes and/or its employees to obtain certifications required by the federal RRP Rule or by any Connecticut LBP laws and regulations to perform SEP-related work are not eligible for SEP credit. In addition, the cost of repairs or improvements that do not involve LBP abatement or the mitigation of LBP hazards not eligible for SEP cost credit.