## UNITED STATES ENVIRONMENTAL PROTECTION AGENCY REGION 5

In the Matter of:	Docket No. TSCA-05-2023-0001
Logan Square Aluminum Supply, Inc., d/b/a	Proceeding to Assess a Civil Penalty
Climate Guard Thermal Products Co., Studio 41,)	Under Section 16(a) of the Toxic
Remodelers' Supply Center, Clark & Barlow )	Substances Control Act,
Hardware Co., Climate Guard Manufacturing,	
Kohler Signature Store By Studio 41, The Tile	15 U.S.C. § 2615(a)
Room At Studio 41, The Outlet Center At	3
Studio 41, Kitchen Cabinets To Go,	
Tradeconnect By Studio 41, Studio 41	
Tradeconnect, Premier Outlet By Studio 41,	
Allure Cabinetry, and Allure Plumbing	
Chicago, Illinois,	

#### Respondent.

#### **Consent Agreement and Final Order**

#### I. Preliminary Statement

- 1. This is an administrative action commenced and concluded under Section 16(a) of the Toxic Substances Control Act (TSCA), 15 U.S.C. § 2615(a), and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/
  Termination or Suspension of Permits (Consolidated Rules), as codified at 40 C.F.R. Part 22.
- 2. The Complainant is the Director of the Enforcement and Compliance Assurance Division, U.S. Environmental Protection Agency (EPA), Region 5.
- 3. Respondent is Logan Square Aluminum Supply, Inc., doing business under many names, including Climate Guard Thermal Products, Co., Studio 41, Remodelers' Supply Center, Clark & Barlow Hardware Co., Climate Guard Manufacturing, Kohler Signature Store By Studio 41, The Tile Room At Studio 41, The Outlet Center At Studio 41, Kitchen Cabinets To Go, Tradeconnect By Studio 41, Studio 41 Tradeconnect, Premier Outlet By Studio 41, Allure

Cabinetry, and Allure Plumbing ("Respondent"), with a place of business located at 2500 N. Pulaski Road, Chicago, Illinois 60639-2107.

- 4. Where the parties agree to settle one or more causes of action before the filing of a complaint, the administrative action may be commenced and concluded simultaneously by the issuance of a consent agreement and final order (CAFO). 40 C.F.R. § 22.13(b).
- 5. The parties agree that settling this action without the filing of a complaint or the adjudication of any issue of fact or law is in their interest and in the public interest.
- 6. This CAFO resolves an administrative action for the assessment of civil penalties instituted pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a). Pursuant to Section 16(a)(2)(C), the Administrator may compromise, modify, or remit, with or without conditions, any civil penalty which may be imposed under this subsection.
- 7. Respondent consents to the assessment of the civil penalty specified in this CAFO and to the terms of this CAFO.

### II. Jurisdiction and Waiver of Right to Hearing

- 8. For the purpose of this proceeding, as required by 40 C.F.R. § 22.18(b)(2), Respondent:
  - admits the jurisdictional allegations in this CAFO;
  - b. neither admits nor denies specific factual allegations in this CAFO;
  - c. consents to the assessment of a civil penalty as stated below;
  - d. consents to the issuance of any specified compliance or corrective action order;
  - e. consents to any conditions specified in this CAFO;
- f. waives any right to contest the alleged violations of law set forth in the CAFO, as provided in 40 C.F.R. § 22.15(c); and

g. waives its rights to appeal the Final Order.

#### III. Statutory and Regulatory Background

- 9. In promulgating the Residential Lead-Based Paint Hazard Reduction Act of 1992 (Title X), Pub. L. 102-550, 106 Stat. 3897 (codified throughout sections of 15 U.S.C. and 42 U.S.C.), Congress found, among other things, that low-level lead poisoning is widespread among American children, afflicting as many as 3,000,000 children under the age of 6; at low levels, lead poisoning in children causes intelligence deficiencies, reading and learning disabilities, impaired hearing, reduced attention span, hyperactivity, and behavior problems; and the ingestion of household dust containing lead from deteriorating or abraded lead-based paint is the most common cause of lead poisoning in children. A key component of the national strategy to reduce and eliminate the threat of childhood lead poisoning is to educate the public concerning the hazards and sources of lead-based paint poisoning and steps to reduce and eliminate such hazards.
- 10. Section 1021 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 amended TSCA, 15 U.S.C. § 2601 *et seq.*, by adding Subchapter IV Lead Exposure Reduction, 15 U.S.C. §§ 2681 through 2692.
- 11. Section 11 of TSCA, 15 U.S.C. § 2610, provides EPA with authority to conduct inspections upon the presentation of appropriate credentials and a written notice to the owner, operator, or agent in charge of the premises or conveyance to be inspected.
- 12. Section 402(a) of TSCA, 15 U.S.C. § 2682(a), required the Administrator of EPA to promulgate regulations to ensure that individuals engaged in lead-based paint activities are properly trained; that training programs are accredited; that contractors engaged in such activities

are certified; and that such regulations contain standards for performing lead-based paint activities, taking into account reliability, effectiveness, and safety.

- 13. Section 402(c) of TSCA, 15 U.S.C. § 2682(c), required the Administrator of EPA to promulgate guidelines for the conduct of renovation and remodeling activities to reduce the risk of exposure to lead in connection with renovation and remodeling of target housing, public buildings built before 1978, and commercial buildings, and to revise the regulations under Section 402(a) of TSCA to apply those regulations to renovation or remodeling activities in target housing, public buildings constructed before 1978, and commercial buildings that create lead-based paint hazards.
- 14. Section 406(b) of TSCA, 15 U.S.C. § 2686(b), required the Administrator of EPA to promulgate regulations to require each person who performs for compensation a renovation of target housing to provide a lead hazard information pamphlet to the owner and occupant of such housing prior to commencing the renovation.
- 15. Section 407 of TSCA, 15 U.S.C. § 2687, required the regulations promulgated by the Administrator under Subchapter IV to include such recordkeeping and reporting requirements as may be necessary to ensure the effective implementation of the TSCA Lead Exposure Reduction requirements, 15 U.S.C. §§ 2681-2692.
- 16. Under Section 409 of TSCA, 15 U.S.C. § 2689, it shall be unlawful for any person to fail or refuse to comply with any rule or order issued under Subchapter IV Lead Exposure Reduction, 15 U.S.C. §§ 2681 through 2692. *See also* 40 C.F.R. § 745.87.
- 17. Under Section 15 of TSCA, 15 U.S.C. § 2614, it shall be unlawful for any person to fail or refuse to establish and maintain records, submit reports, notices, or other information, or permit access to or copying of records, as required by TSCA or a rule thereunder. *See also*

40 C.F.R. § 745.87.

- 18. Under Sections 402, 404, 406 and 407 of TSCA, 15 U.S.C. §§ 2682, 2684, 2686 and 2687, EPA promulgated regulations amending 40 C.F.R. Part 745, Subparts E and L, Residential Property Renovation and Lead-Based Paint Activities, to prescribe procedures and requirements for the accreditation of training programs, certification of individuals and firms engaged in lead-based paint activities, and work practice standards for renovation, repair, and painting activities in target housing and child-occupied facilities. *See* 73 Fed. Reg. 21691 (April 22, 2008).
- 19. 40 C.F.R. § 745.83 defines *firm* to mean a company, partnership, corporation, sole proprietorship, or individual doing business, association, or other business entity; a Federal, State, Tribal, or local government agency; or a nonprofit organization.
- 20. 40 C.F.R. § 745.83 defines *renovation* to mean 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 by this part (40 C.F.R. § 745.223). The term renovation includes (but is not limited to): the removal, modification or repair of painted surfaces or painted components; the removal of building components; weatherization projects; and interim controls that disturb painted surfaces.
- 21. 40 C.F.R. § 745.83 defines *renovator* to mean an individual who either performs or directs workers who perform renovations. A certified renovator is a renovator who has successfully completed a renovator course accredited by EPA or an EPA authorized State or Tribal Program.
- 22. 40 C.F.R. § 745.103 defines *target housing* to mean any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less

- than six (6) years of age resides or is expected to reside in such housing) or any zero-bedroom dwelling.
- 23. 40 C.F.R. Part 745, Subpart E, Residential Property Renovation, applies to all renovations performed for compensation in target housing and child-occupied facilities, with exceptions not relevant here. 40 C.F.R. § 745.82.
- 24. 40 C.F.R. § 745.84(a)(1) requires that the firm performing the renovation in target housing must provide the owner with the pamphlet no more than 60 days before beginning renovation activities and obtain from the owner a written acknowledgement that the owner has received the pamphlet or obtain a certification of mailing at least seven days prior to the renovation.
- 25. 40 C.F.R. § 745.84(a)(2) requires that the firm performing the renovation in target housing must provide the adult occupant if the owner does not occupy the dwelling unit with the pamphlet no more than 60 days before beginning renovation activities and obtain from the adult occupant a written acknowledgement that the adult occupant has received the pamphlet or obtain a certification of mailing at least seven days prior to the renovation.
- 26. 40 C.F.R. § 745.84(b)(1) requires that the firm performing the renovation in common areas of multi-unit target housing must provide the owner with the pamphlet and obtain from the owner a written acknowledgement that the owner has received the pamphlet or obtain a certification of mailing at least 7 days prior to the renovation.
- 27. 40 C.F.R. § 745.84(b)(2) requires that the firm performing the renovation in common areas of multi-unit target housing must comply with one of the following: distribute written notification to each affected unit describing the general nature and locations of the planned renovation activities, the expected starting and ending dates, and a statement of how the

occupants can obtain the pamphlet; or post informational signs where they are likely to be seen by occupants of all the affected units describing the general nature of the renovation, the anticipated completion date, and post a copy of the pamphlet or information on how occupants can review a copy of the pamphlet.

- 28. 40 C.F.R. § 745.84(b)(3) requires that the firm performing the renovation in common areas of multi-unit target housing must prepare, sign and date a statement describing the steps performed to notify all occupants of the intended renovation activities and to provide the pamphlet.
- 29. 40 C.F.R. § 745.84(c)(1) requires that the firm performing the renovation in a child-occupied facility must provide the owner with the pamphlet and obtain from the owner of the building a written acknowledgement that the owner has received the pamphlet or obtain a certificate of mailing at least 7 days prior to the renovation. If the child-occupied facility is not the owner of the building, the firm performing the renovation in a child-occupied facility must provide the adult representative with the pamphlet and obtain from the adult representative of the building a written acknowledgement that the adult representative has received the pamphlet or obtain a certificate of mailing at least 7 days prior to the renovation.
- 30. 40 C.F.R. § 745.84(c)(2) requires that the firm performing the renovation in a child-occupied facility must provide the parents and guardians of children using the child-occupied facility with the pamphlet, information describing the general nature and locations of the renovation, anticipated completion date, and information on how parents and guardians of children can review a copy of the records, and comply with the following: mail or hand-deliver the pamphlet and the renovation information to each parent or guardian of a child using the child-occupied facility; or, post informational signs where they are likely to be seen by the

parents and guardians of the children describing the general nature of the renovation, the anticipated completion date, and post a copy of the pamphlet or information on how parents and guardians of the children can review a copy of the pamphlet.

- 31. 40 C.F.R. § 745.84(c)(3) requires that the firm performing the renovation in child-occupied facilities must prepare, sign and date a statement describing the steps performed to notify all parents or guardians of children frequenting the child-occupied facility of the intended renovation activities and to provide the pamphlet.
- 32. 40 C.F.R. § 745.85(a) requires that renovations must be performed by certified firms, in accordance with 40 C.F.R. § 745.89, using certified renovators in accordance with 40 C.F.R. § 745.90.
- 33. 40 C.F.R. § 745.86(a) requires firms performing renovations to retain and, if requested, make available to EPA all records necessary to demonstrate compliance with 40 C.F.R. Part 745, Subpart E for a period of three years following completion of the renovation.
- 34. 40 C.F.R. § 745.86(b)(6) requires firms to retain records that document compliance with the work practice standards in 40 C.F.R. § 745.85, including documentation that a certified renovator was assigned to the project, that the certified renovator provided on-the-job training for workers used on the project, that the certified renovator performed or directed workers who performed all of the tasks described in § 745.85(a), and that the certified renovator performed the post-renovation cleaning verification described in § 745.85(b).
- 35. 40 C.F.R. § 745.89(d)(1) requires firms performing renovations in target housing to ensure that all individuals performing the renovation activities on behalf of the firm are either certified renovators or have been trained by a certified renovator in accordance with § 745.90.

- 36. 40 C.F.R. § 745.81(a)(2)(ii) requires that on or after April 22, 2010, no firm may perform, offer, or claim to perform renovations without certification from EPA under 40 C.F.R. § 745.89 in target housing or child-occupied facilities, unless the renovation qualifies for one of the exceptions identified in 40 C.F.R. § 745.82(a).
- 37. Under 15 U.S.C. § 2689 and 40 C.F.R. § 745.87(a), failing to comply with any requirement of 40 C.F.R. Part 745, Subpart E, violates Section 409 of TSCA, 15 U.S.C. § 2689, which may subject the violator to administrative penalties under Section 16(a) of TSCA, 15 U.S.C. § 2615(a) and 40 C.F.R. § 745.87(d).
- 38. Section 16(a) of TSCA, 15 U.S.C. § 2615(a), 40 C.F.R. § 745.87(d), and 40 C.F.R. Part 19, authorize the Administrator of EPA to assess a civil penalty of up to \$40,576 per violation for each day of violation of Sections 15 and 409 of TSCA that occurred after November 2, 2015, and assessed on or after January 13, 2020 but before December 23, 2020.
- 39. Section 16(a) of TSCA, 15 U.S.C. § 2615(a), 40 C.F.R. § 745.87(d), and 40 C.F.R. Part 19 authorize the Administrator of EPA to assess a civil penalty of up to \$41,056 per violation for each day of violation of Sections 15 and 409 of TSCA that occurred after November 2, 2015, and assessed on or after December 23, 2020, but before January 12, 2022.

### IV. Factual Allegations and Alleged Violations

- 40. At all times relevant to this CAFO Respondent's corporation was a firm as defined by 40 C.F.R. § 745.83.
- 41. On February 25, 2019, EPA received a citizen complaint regarding Respondent's compliance with Sections 402, 406 and 407 of TSCA.
- 42. On March 1, 2019, an authorized EPA representative conducted an inspection at a multi-family dwelling referenced in Appendix A, Line Nos. 162 to 182, to monitor Respondent's

compliance with Sections 402, 406, and 407 of TSCA.

- 43. On April 9, 2019, Complainant issued a request for information to Respondent, seeking, among other things, a copy of the renovator certification showing completion of an EPA accredited training course, a copy of the firm certification received by EPA, copies of all contracts and/or agreements for renovation (contracts) and copies of all acknowledgements of receipt of a pamphlet by the owners and occupants of residential housing.
- 44. On or about January 6, 2020, Respondent provided Complainant with documents responsive to the request for information referenced in Paragraph 43.
- 45. Based on the information provided to Complainant by Respondent, as well as building-year information publicly available on the property value assessment website (accessed on January 7, 2020) of Cook County, Illinois (https://www.cookcountyassessor.com/), DuPage County, Illinois (https://www.dupageco.org/), Lake County, Illinois (https://www.lakecountyil.gov/), Will County, Illinois (www.willcountysoa.com), and Lake County, Indiana (www.lakecountyin.org), Respondent performed or directed workers to perform for compensation modifications of existing structures that resulted in disturbances of painted surfaces in residential housing built prior to 1978, referenced in Appendix A of this CAFO.
- 46. At the 207 addresses referenced in Appendix A, Respondent performed or directed performance of modifications of the buildings' existing structures that resulted in disturbance of painted surfaces and were therefore renovations as defined in 40 C.F.R. § 745.83.
- 47. The 207 renovations referenced in Paragraph 46 and Appendix A were each performed at residential housing units built prior to 1978, and therefore each residential housing unit was target housing as defined in 40 C.F.R. § 745.103.

### Counts 1 to 68 - Failure to Obtain Written Ackowledgement from Owners

- 48. Complainant incorporates Paragraphs 1 through 47 of this CAFO as if set forth in this Paragraph.
- 49. Respondent performed contracted renovations at 45 locations of single-family dwellings and 23 locations of multi-family dwellings as described in Appendix A, Line Nos 1, 11-16, 20-22, 25-26, 28-30, 42, 44-45, 47-49, 52, 55, 59-60, 63-67, 71, 73-74, 76-78, 81-82, 84-85, 87-88, 91-94, 97, 99-100, 105, 116, 131-133, 135, 143, 145, 146, 151-153, 155-156, 158, 188, 190, 202, and 204, and failed to obtain from each owner the written acknowledgment that the owners had received the pamphlet or obtain a certificate of mailing at least seven days prior to the contracted renovations.
- 50. Respondent's failure to obtain from the owners of the 45 locations of single-family dwellings and 23 locations of multi-family dwellings described in Appendix A, Line Nos. 1, 11-16, 20-22, 25-26, 28-30, 42, 44-45, 47-49, 52, 55, 59-60, 63-67, 71, 73-74, 76-78, 81-82, 84-85, 87-88, 91-94, 97, 99-100, 105, 116, 131-133, 135, 143, 145, 146, 151-153, 155-156, 158, 188, 190, 202, and 204, the written acknowledgement that the owners had received the pamphlet or obtain a certificate of mailing at least seven days prior to the contracted renovations, constitutes 68 violations of 40 C.F.R. § 745.84(a)(1), 40 C.F.R. § 745.87(a), and 15 U.S.C. § 2689.

## Counts 69 to 113 – Failure to Obtain Written Ackowledgement from Adult Occupants of <u>Multi-Family Dwellings</u>

- 51. Complainant incorporates Paragraphs 1 through 47 of this CAFO as if set forth in this Paragraph.
- 52. Respondent performed contracted renovations at 45 target housing units in 17 locations of multi-family dwellings as described in Appendix A, Line Nos. 24, 31-41, 43, 50-51, 53, 56, 62, 69-70, 72, 83, 95, 161-164, 166-171, 173-178, 180-182, 193, 195, and 206, and failed

to obtain from each adult occupant the written acknowledgment that each occupant had received the pamphlet, or obtain for each location a certificate of mailing at least seven days prior to each contracted renovation.

53. Respondent's failure to obtain from each adult occupant of the 45 target housing units in 17 locations of multi-family target housing, as described in Appendix A, Line Nos. 24, 31-41, 43, 50-51, 53, 56, 62, 69-70, 72, 83, 95, 161-164, 166-171, 173-178, 180-182, 193, 195, and 206, the written acknowledgement that each occupant had received the pamphlet or obtain a certificate of mailing at least seven days prior to each contracted renovation, constitutes 45 violations of 40 C.F.R. § 745.84(a)(2), 40 C.F.R. § 745.87(a), and 15 U.S.C. § 2689.

# Counts 114 to 116 – Failure to Notify Affected Occupants by Distributing Written Notifications or Posting Informational Signs Describing the Renovation Activities in Common Areas

- 54. Complainant incorporates Paragraphs 1 through 47 of this CAFO as if set forth in this Paragraph.
- 55. Respondent performed contracted renovations in three common areas at a single location of multi-family dwelling as described in Appendix A, Line Nos. 124, 172, and 179, and, failed to either:
  - a. distribute written notifications to the occupants in each affected unit prior to the renovation describing the general nature and locations of the planned renovation activities, the expected starting and ending dates, and a statement of how the occupant can obtain the pamphlet and copy of the records required by 40 C.F.R. § 745.86(c); or,
  - b. while the renovation is ongoing, post information signs in areas likely to be seen by occupants of all affected units describing the general nature and

locations of the renovation and the anticipated completion date, and accompanied by a posted copy of the pamphlet or information on how occupants can review a copy of the pamphlet, and copy of the records required by 40 C.F.R. § 745.86(c).

56. Respondent's failure to distribute written notifications to the occupants of the affected units prior to the renovation as described in Paragraph 55(a), or post informational signs while the renovation is ongoing as described in Paragraph 55(b) for the three common areas described in Appendix A, Line Nos. 124, 172, and 179, constitutes three violations of 40 C.F.R. § 745.84(b)(2), 40 C.F.R. § 745.87(a), and 15 U.S.C. § 2689.

## Counts 117 to 119 – Failure to Prepare, Sign, and Date Statement Describing Steps Performed to Notify All Occupants of Intended Renovation Activities

- 57. Complainant incorporates Paragraphs 1 through 47 of this CAFO as if set forth in this Paragraph.
- 58. Respondent performed contracted renovations in three different common areas at a single location of multi-family dwelling as described in Appendix A, Line Nos. 124, 172, and 179; and, failed to prepare, sign, and date statements describing the steps performed to notify all occupants of the intended renovation activities in each of the three common areas of the multi-family housing and to provide the pamphlet.
- 59. Respondent's failure to prepare, sign, and date statements describing the steps performed to notify all occupants of the intended renovation activities in each of the three common areas of the multi-family housing described in Appendix A, Line Nos. 124, 172, and 179, and to provide the pamphlet, constitutes three violations 40 C.F.R. § 745.84(b)(3), 40 C.F.R. § 745.87(a), and 15 U.S.C. § 2689.

# Count 120 – Failure to Prepare, Sign and Date Statement Describing Steps Performed to Notify All Parents and Guardians of Intended Renovation Activities at Child-Occupied Facility

- 60. Complainant incorporates Paragraphs 1 through 47 of this CAFO as if set forth in this Paragraph.
- 61. Respondent performed a contracted renovation at a child daycare center described in Appendix A, Line No. 107, and failed to prepare, sign and date a statement describing the steps performed to notify all parents or guardians of children frequenting the child daycare center of the intended renovation activities and to provide the pamphlet.
- 62. Respondent's failure to prepare, sign and date a statement describing the steps performed to notify all parents or guardians of children frequenting the child-occupied facility of the intended renovation activities described in Appendix A, Line No. 107, and to provide the pamphlet, constitutes a violation of 40 C.F.R. § 745.84(c)(3), 40 C.F.R. § 745.87(a), and 15 U.S.C. § 2689.

## Count 121 – Failure to Take Extra Precautions in Containing the Work Area to Ensure That Dust and Debris from Renovation Does Not Contaminate Other Areas of the Property

- 63. Complainant incorporates Paragraphs 1 through 47 of this CAFO as if set forth in this Paragraph.
- 64. EPA's inspection referred to in Paragraph 42 at a multi-family dwelling described in Appendix A, Line Nos. 162 to 182, revealed that Respondent failed to erect vertical containment or equivalent extra precautions in containing the work area to ensure that dust and debris from the contracted renovation activities did not contaminate other buildings, other areas of the property, or adjacent buildings or properties.
- 65. Respondent's failure to erect vertical containment or equivalent extra precautions in containing the work area to ensure that dust and debris from the contracted renovation activities

did not contaminate other buildings, other areas of the property, or adjacent buildings or properties at a multi-family dwelling described in Appendix A, Line Nos. 162 to 182, constitutes a violation of 40 C.F.R. § 745.85(a)(2)(ii)(D), 40 C.F.R. § 745.87(a), and 15 U.S.C. § 2689.

## Count 122 - Failure to Contain the Waste to Prevent Release of Dust and Debris

- 66. Complainant incorporates Paragraphs 1 through 47 of this CAFO as if set forth in this Paragraph.
- 67. EPA's inspection referred to in Paragraph 42 at a multi-family dwelling described in Appendix A, Line Nos. 162 to 182, revealed that Respondent failed to contain the waste from the contracted renovation activities to prevent releases of dust and debris before the waste is removed from the work area for storage or disposal.
- 68. Respondent's failure to contain the waste from the contracted renovation activities to prevent releases of dust and debris before the waste is removed from the work area for storage or disposal at a multi-family dwelling described in Appendix A, Line Nos. 162 to 182, constitutes a violation of 40 C.F.R. § 745.85(a)(4)(i), 40 C.F.R. § 745.87(a), and 15 U.S.C. § 2689.

## Count 123 – Failure to Collect All Paint Chips and Debris and Seal in a Heavy-Duty Bag [745.85(a)(5)(i)(A)]

- 69. Complainant incorporates Paragraphs 1 through 47 of this CAFO as if set forth in this Paragraph.
- 70. EPA received photographs and written statements from the citizen complaint referred to in Paragraph 41 revealing that Respondent conducted a contracted renovation at a multi-family dwelling described in Appendix A, Line Nos. 162 to 182, and failed to collect all paint chips and debris, and seal these materials in a heavy-duty bag without dispersing any of it.

71. Respondent's failure to collect all paint chips and debris, and seal these materials in a heavy-duty bag without dispersing any of it at a multi-family dwelling described in Appendix A, Line Nos. 162 to 182, constitutes a violation of 40 C.F.R. § 745.85(a)(5)(i)(A), 40 C.F.R. § 745.87(a), and 15 U.S.C. § 2689.

## Count 124 – Failure to Retain All Records Necessary to Demonstrate Compliance with 40 C.F.R. Part 745, Subpart E

- 72. Complainant incorporates Paragraphs 1 through 47 of this CAFO as if set forth in this Paragraph.
  - 73. 40 C.F.R. § 745.86(b)(6) requires a firm to retain the following records:
    - a. Documentation of compliance with the work practice standards in 40 C.F.R.§ 745.85,
    - b. Documentation that a certified renovator was assigned to the project,
    - Documentation that the certified renovator provided on-the-job training for workers used on the project,
    - d. Documentation that the certified renovator performed or directed workers who performed all the tasks described in 40 C.F.R. § 745.85(a), and
    - e. Documentation that the certified renovator performed the post-renovation cleaning verification described in 40 C.F.R. § 745.85(b).
- 74. For each of the 207 renovations from approximately January 16, 2017 to March 29, 2019, described in Appendix A, Respondent failed to retain:
  - a. Documentation of compliance with the work practice standards in 40 C.F.R.§ 745.85,
  - b. Documentation that a certified renovator was assigned to the project,

- Documentation that the certified renovator provided on-the-job training for workers used on the project,
- d. Documentation that the certified renovator performed or directed workers who performed all the tasks described in 40 C.F.R. § 745.85(a), and
- e. Documentation that the certified renovator performed the post-renovation cleaning verification described in 40 C.F.R. § 745.85(b).
- 75. Respondent's failure to retain all records necessary to demonstrate compliance with 40 C.F.R. Part 745, Subpart E for a period of three years following the completion of all 207 renovations described in Appendix A, constitutes a violation of 40 C.F.R. § 745.86(b)(6), 40 C.F.R. § 745.87(a), and 15 U.S.C. § 2689.

## Counts 125 to 219 – Failure to Ensure that all Individuals Working on Behalf of the Firm are either Certified Renovators or Trained by a Certified Renovator

- 76. Complainant incorporates Paragraphs 1 through 47 of this CAFO as if set forth in this Paragraph.
- 77. Respondent performed contracted renovations in 66 locations of single-family dwellings, 28 target housing units located in 23 locations of multi-family dwellings, and a child daycare center described in Appendix A, Lines Nos. 1-6, 11, 13-14, 16, 18-23, 25, 27-28, 43, 47, 50, 53-55, 58, 61, 63, 68-70, 72, 74-75, 78, 80, 82, 85, 86, 90, 93-94, 97-98, 101-102, 105, 107-111, 113, 115, 117-120, 122-124, 126-130, 143, 146, 148-149, 151, 154-156, 158-161, 183-184, 186-189, 193-195, 197-198, 200-201, 204-207, and failed to ensure that all individuals working 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.
- 78. Respondent's failure to ensure that all individuals working 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 for the contracted renovations at 66 locations of single-family dwellings, 28 target housing units located in 23 locations of multi-family dwellings, and a child daycare center described in Appendix A, Lines Nos. 1-6, 11, 13-14, 16, 18-23, 25, 27-28, 43, 47, 50, 53-55, 58, 61, 63, 68-70, 72, 74-75, 78, 80, 82, 85, 86, 90, 93-94, 97-98, 101-102, 105, 107-111, 113, 115, 117-120, 122-124, 126-130, 143, 146, 148-149, 151, 154-156, 158-161, 183-184, 186-189, 193-195, 197-198, 200-201, 204-207, constitutes 95 violations of 40 C.F.R. § 745.89(d)(1), 40 C.F.R. § 745.87(a), and 15 U.S.C. § 2689.

#### V. Consent Agreement

#### A. Penalty

- 79. Respondent agrees that, in settlement of the civil penalty claims alleged in this Consent Agreement, Respondent shall pay a civil penalty of two million four hundred thousand dollars (\$2,400,000). In determining the penalty amount, Complainant considered the nature, circumstances, extent, and gravity of the violations alleged and, with respect to Respondent, ability to pay, effect on ability to continue to do business, any history of prior such violations, the degree of culpability, and such other factors as justice may require.
- 80. Pursuant to Section 16(a)(2)(C) of TSCA, 15 U.S.C. § 2615(a)(2)(C), and 40 C.F.R. § 22.31, Respondent and EPA agree that payment of such civil penalty by Respondent is remitted on the conditions set forth in Section V.C. of this CAFO.
- 81. EPA agrees to remit two million dollars (\$2,000,000) of the civil penalty, for the TSCA violations alleged herein through the Effective Date of this CAFO, conditioned upon Respondent's compliance with all the terms and Conditions set forth in Section V.C., to EPA's satisfaction.

82. EPA and Respondent agree that, in compromise of the civil penalty claims alleged in the Complaint and upon the Conditions set forth in Section V.C. of this Consent Agreement and Final Order, Respondent shall pay a civil penalty of four-hundred thousand dollars (\$400,000) as set forth below and shall perform the Settlement Condition as set forth in this CAFO. The Settlement Condition is further described below.

\$400,000 civil penalty. Payment of the penalty may be submitted online at <a href="https://www.pay.gov">www.pay.gov</a> by entering "SFO 1.1" in the "Search Public Forms" field. Open the online form and complete the required fields to complete payment. Respondent shall submit proof of payment by submitting a payment receipt via electronic mail as set forth in Paragraph 84, below.

In lieu of submitting payment online at www.pay.gov, Respondent may send a cashier's or certified check, payable to "Treasurer, United States of America," to:

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

The check must state Respondent's name and the docket number of this CAFO.

84. Respondent must send a notice of payment that states Respondent's name and the case docket number to EPA at the following addresses when it pays the penalty:

Regional Hearing Clerk U.S. EPA, Region 5 r5hearingclerk@epa.gov

Christina Saldivar
Pesticides and Toxics Compliance Section
U.S. EPA, Region 5
saldivar.christina@epa.gov

Mary McAuliffe
Office of Regional Counsel
U.S. EPA, Region 5
mcauliffe.mary@epa.gov

- 85. This civil penalty is not deductible for federal tax purposes.
- 86. If Respondent does not pay timely the civil penalty, EPA may refer this matter to the Attorney General who will recover such amount, plus interest, in the appropriate district court of the United States under Section 16(a) of TSCA, 15 U.S.C. § 2615(a). The validity, amount, and appropriateness of the civil penalty are not reviewable in a collection action.
- 87. Pursuant to 31 C.F.R. § 901.9, Respondent must pay the following on any amount overdue under this CAFO. Interest will accrue on any amount overdue from the date the payment was due at a rate established pursuant to 31 U.S.C. § 3717. Respondent must pay a \$15 handling charge each month that any portion of the penalty is more than 30 days past due. In addition, Respondent must pay a 6 percent per year penalty on any principal amount 90 days past due.

### B. Compliance Requirements

88. Respondent shall comply with all applicable requirements of Sections 402(c) and 406(b) of TSCA and the implementing regulations in connection with any renovations conducted in Target Housing.

#### C. Condition

- 89. As a condition of settlement and in compromise of the civil penalty that EPA could otherwise impose herein, Respondent agrees to perform the following condition.
- 90. Within thirty-six months of the Effective Date of this CAFO unless extended as provided in Paragraph 96, Respondent shall complete a lead-based paint abatement ("LBP") project or projects as a settlement condition ("LBP Condition") in accordance with the requirements of this CAFO. The LBP Condition protects families by abating lead-based paint

hazards in "target housing" and "child-occupied facilities" as defined at 40 C.F.R. § 745.223, located in the geographic areas set forth in Paragraph 92, below. This LBP Condition may include, but is not limited to, the following activities consistent with the requirements for lead-based paint abatement: abatement of lead-based paint and other lead hazards (e.g., dust) on window trim, sills and troughs which may require replacement of the window, using energy efficient windows that meet EPA Energy Star criteria; the removal of lead-based paint and lead dust; the permanent enclosure or encapsulation of lead-based painted surfaces and components; and the replacement of lead-painted surfaces or components.

- 91. The LBP Condition will be lead-based paint abatement, prioritizing owner-occupied, low-income residences and other child-occupied facilities whose owners are unable to afford such lead-based paint abatement work, with priority given to families where children aged six and under or pregnant women reside or regularly visit.
- 92. Respondent shall implement this LBP Condition in residences and child-occupied facilities within Chicago, Illinois, and Chicago suburbs.
- 93. In implementing this LBP Condition, Respondent shall prioritize residences and child-occupied facilities that are in census tracts with a higher incidence of childhood lead poisoning, and for lower-income families (e.g., families with a household income of approximately 80% of the area median income, *see*

https://www.chicago.gov/city/en/depts/doh/provdrs/renters/svcs/ami\_chart.html).

94. Nothing in this CAFO shall prevent Respondent from using nonprofit organizations, contractors, or consultants ("LBP Implementer") in planning and implementing this LBP Condition.

- 95. In implementing this LBP Condition, Respondent, shall ensure that the individuals or entity performing the work have experience in conducting LBP abatement work. Respondent also shall ensure that all work performed for the LBP Condition is conducted in accordance with all applicable federal and state requirements including, but not limited to, the United States Department of Housing and Urban Development's ("HUD's") Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing and the State of Illinois requirements. "Eligible costs" shall include all, but only those costs of conducting lead-based paint abatement work in compliance with the HUD Guidelines, such as family relocation costs, lead inspections/risk assessments, remediation (i.e., abatement) and clearance, purchase of materials, including materials purchased from Respondent, which includes the cost of materials purchased from Respondent in accordance with Paragraph 99, and costs allowed by the HUD Guidelines, except that up to fifteen percent of total costs billed by any contractor retained by Respondent may be overhead or administrative costs yet still be considered "eligible costs."
- 96. Respondent shall complete the LBP Condition by 36 months from the Effective Date, provided that this date may be extended by mutual agreement of Respondent and EPA in writing.
- 97. Respondent is in "substantial compliance" with the 36-month schedule in this CAFO only if Respondent spends, at least two million dollars (\$2,000,000) on the LBP Condition, which includes the cost of materials purchased from Respondent in accordance with Paragraph 99, of which:
  - a. Respondent must expend at least five hundred thousand dollars (\$500,000) within 12 months after the Effective Date (the "first 12-month period");

- Respondent must expend at least seven-hundred and fifty thousand dollars (\$750,000) during the period between 13 and 24 months after the Effective Date (the "second 12-month period"); and
- c. Respondent must expend the remaining balance during the period of 25 months through 36 months from the Effective Date (the "third 12-month period").
- 98. With regard to the LBP Condition, Respondent certifies the truth and accuracy of each of the following: (a) that, as of the date of executing this CAFO, Respondent is not required to perform or develop the LBP Condition by any federal, state, or local law or regulation and is not required to perform or develop the LBP Condition by agreement, grant, or as injunctive relief awarded in any other action in any forum; (b) that the LBP Condition is not a project that Respondent was planning or intending to construct, perform, or implement other than in settlement of the claims resolved in this CAFO; (c) that Respondent has not received and will not receive credit for the LBP Condition in any other enforcement action; (d) that Respondent will not receive any reimbursement for any portion of the LBP Condition from any other person, except through payment for materials purchased from Respondent in accordance with Paragraph 99; and (e) that: (i) Respondent is not a party to any open federal financial assistance transaction that is funding or could fund the same activity as the LBP Condition described in Paragraph 90; and (ii) Respondent has inquired of the LBP Condition's recipient and/or LBP Implementer whether either is a party to an open federal financial assistance transaction that is funding or could fund the same activity as the LBP Condition and has been informed by the recipient and/or the implementer that neither is a party to such a transaction. For purposes of these certifications, the term "open federal financial assistance transaction" refers to a grant, cooperative agreement,

loan, federally-guaranteed loan guarantee, or another mechanism for providing federal financial assistance whose performance period has not yet expired.

- 99. Respondent shall take steps necessary to ensure the materials used to complete the LBP Condition are of the highest quality and value. To facilitate efficiency and quality in the LBP Condition, Respondent (as a manufacturer of certain materials of a type to be utilized in the LBP Condition) may, at its discretion and in agreement with any contractor retained by Respondent, offer pricing on such materials. If the contractor, at its sole discretion, determines that the pricing and quality of materials offered by the Respondent are superior to other suppliers, the contractor may choose to utilize materials purchased from Respondent. However, before using Respondent's materials, such contractor must obtain at least one competitive quote from another supplier. Respondent's products utilized by a contractor under the LBP Condition may be accounted as "eligible costs" for the project if Respondent's pricing was the lowest offered, or, if not the lowest offered, up to the value of the lowest price estimate received by the contractor. In satisfying the LBP Condition, Respondent cannot require any contractor to use its products as a condition of retaining that contractor, nor may Respondent offer any inducement to any contractor to use its products, other than price reductions on the products. If Respondent supplies materials to a contractor under the LBP Condition, it must do so with all the same warranties, guarantees and coverages offered on such products when sold commercially outside of the LBP Condition. Respondent is entitled to retain any reimbursement received up to an amount equal to the lowest price bid to the contractor.
- 100. Beginning no later than ninety (90) days from the Effective Date of this CAFO, and continuing every calendar month until completion of the LBP Condition, Respondent shall submit monthly compliance reports to EPA. In each monthly compliance report, Respondent

shall describe: (a) anticipated plans for conducting inspections and risk assessments, developing abatement work plans, conducting clearances; (b) providing cost estimates and locations (i.e., street addresses, and information about the presence of children under six years of age) for each abatement project; (c) any other activities which will incur Eligible Costs, for the upcoming month, subject to reasonable adjustments, and (d) its accomplishments with the LBP Condition set forth above, for the past month, including the final cost of any completed abatement project, and the status of activities projected under the prior report, and a summary of the information required under Paragraph 102 subsections (a) through (d).

101. Reports shall be submitted by electronic mail to Christina Saldivar at <a href="mailto:saldivar.christina@epa.gov">saldivar.christina@epa.gov</a>, Mary McAuliffe at <a href="mailto:mcauliffe.mary@epa.gov">mcauliffe.mary@epa.gov</a>, James Miles at <a href="mailto:mcauliffe.mary@epa.gov">mcauliffe.mary@epa.gov</a>, James Miles at <a href="mailto:mcauliffe.mary@epa.gov">mcauliffe.mary@epa.gov</a>, James Miles at <a href="mailto:mcauliffe.mary@epa.gov">mcauliffe.mary@epa.gov</a>, and <a href="mailto:mcauliffe.mary@epa.gov">R5LECAB@epa.gov</a>. EPA may change the recipient or address upon written notification to Respondent.

102. LBP Condition Completion Report. By no later than 60 days after the date set for completion of the LBP Condition set forth in Paragraph 96, Respondent shall submit a LBP Condition Completion Report to EPA, in accordance with Paragraph 101. The LBP Condition Completion Report shall contain the following information: (a) a detailed description of the LBP Condition as implemented; (b) a description of any problems encountered in completing the LBP Condition and the solutions thereto; (c) an itemized list of all eligible LBP Condition costs expended, including an itemized cost of goods and services used to complete the LBP Condition documented by copies of invoices, purchase orders or cancelled checks or other similar documentation of payment that specifically identify and itemize the individual cost of the goods and services; (d) certification that the LBP Condition has been fully implemented pursuant to the provisions of this CAFO; and (e) a description of the environmental and public health benefits

resulting from implementation of the LBP Condition (with a quantification of the benefits and pollutant reductions, if feasible).

- 103. EPA may, in its sole discretion, require information in addition to that described in the preceding Paragraphs, to evaluate Respondent's reports.
- 104. After receiving Respondent's LBP Condition Completion Report, EPA shall notify Respondent whether Respondent has satisfactorily completed the LBP Condition. If Respondent has not completed the LBP Condition in accordance with this CAFO, EPA may issue a Non-Remittance Order in accordance with Paragraph 109.
- 105. Each submission required under this Section shall be signed by an official with knowledge of the LBP Condition and shall bear the following certification language:

I 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.

- 106. Any public statement, oral or written, in print, film, or other media, made by Respondent referring to the LBP Condition under this CAFO shall include the following language: "This project was undertaken in connection with the settlement of an enforcement action, In the Matter of Logan Square Aluminum Supply, et. al., taken on behalf of the U.S. Environmental Protection Agency under the Toxic Substances Control Act."
- 107. 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 LBP Condition.

- 108. Prior to making a determination that Respondent has failed to comply with any term or condition set forth in Section V.C., EPA will give Respondent written notice or notices of deficiencies, and provide Respondent thirty (30) days to provide to EPA evidence of Respondent's compliance with the terms or conditions identified as deficient by EPA.
- with any term or condition set forth in Section V.C., fully and satisfactorily, EPA may issue a Non-Remittance Order requiring Respondent to pay the remaining up to two million dollars (\$2,000,000 Dollars), based on the percentage of the condition that was not completed fully and satisfactorily, plus interest accrued from the date that is 30 days after the Effective Date of this CAFO. EPA shall deduct any reasonably documented expenditures or project completions in determining the remaining penalty amount owed. Respondent waives its right to a hearing under 16(a)(2) of TSCA, 15 U.S.C.§ 2615(a)(2), or any other law. Respondent further agrees to be bound by EPA's determination under this Paragraph, or, if Respondent invokes dispute resolution in accordance with Paragraph 110, Respondent agrees to be bound by EPA's determination. Respondent's full payment of the amount included in EPA's Non-Remittance Order shall constitute compliance with the LBP Condition.
- 110. The parties shall use their best efforts informally and in good faith to resolve disputes and differences of opinion, which may arise concerning this CAFO. Notwithstanding the above, if Respondent disagrees, in whole or in part, with any decision made by EPA pursuant to this CAFO with respect to the following: (1) satisfaction of Conditions (Section V.C); or (2) an EPA determination to issue a Non-Remittance Order (Paragraph 109), Respondent shall notify EPA in writing of such objections and the basis (or bases) therefore within twenty (20) calendar days of receipt of EPA 's disapproval, modification, decision, or directive. The notice

shall set forth the specific points of the dispute, the position Respondent maintains, the basis (or bases) for Respondent's position, and any matters the Respondent considers necessary for EPA's determination. Following EPA's receipt of such written notice, EPA will provide Respondent with its final determination in writing on a pending dispute, which decision shall be binding. The parties may continue to confer and to use informal efforts to resolve the dispute during the period that EPA's final determination is pending.

111. If Respondent fails to comply with the LBP Condition, Respondent agrees that the time period from the Effective Date of this Consent Agreement until all the conditions specified in this Section V.C.(c), are completed (the "Tolling Period") shall not be included in computing the running of any statute of limitations potentially applicable to any action brought by Complainant on any claims (the "Tolled Claims") set forth in Section IV of this Consent Agreement. Respondent shall not assert, plead, or raise in any fashion, whether by answer, motion or otherwise, any defense of laches, estoppel, or waiver, or other similar equitable defense based on the running of any statute of limitations or the passage of time during the Tolling Period in any action brought on the Tolled Claims.

## D. <u>Effect of Consent Agreement and General Provisions</u>

- 112. Respondent certifies by the signing of this Consent Agreement that it is presently in compliance with all requirements of Sections 402, 406, and 407 of TSCA, 15 U.S.C. §§ 2682, 2686, and 2687, and the implementing regulations of those sections at 40 C.F.R. Part 745.
- 113. Full payment of the penalty proposed and compliance with the terms and conditions set forth in the Conditions section of this CAFO shall not, in any case, affect the right of the Agency or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law. This CAFO does not waive, extinguish, or otherwise affect

Respondents' obligations to comply with all applicable provisions of TSCA and regulations promulgated thereunder.

- 114. Complainant reserves the right to enforce the terms and conditions of this CAFO.
- 115. The parties consent to service of this CAFO by e-mail at the following valid e-mail addresses: <a href="mailto:mcauliffe.mary@epa.gov">mcauliffe.mary@epa.gov</a> (for Complainant), and <a href="mailto:barryc@shopstudio41.com">barryc@shopstudio41.com</a> and <a href="mailto:michael.scanlon@btlaw.com">michael.scanlon@btlaw.com</a> (for Respondent). Respondent understands that the CAFO will become publicly available upon filing.
- 116. This CAFO resolves only Respondent's liability for federal civil penalties for the violations alleged in the CAFO.
- 117. For purposes of the identification requirement in Section 162(f)(2)(A)(ii) of the Internal Revenue Code, 26 U.S.C. § 162(f)(2)(A)(ii), and 26 C.F.R. § 1.162-21(b)(2), performance of Section V.B. (Compliance Requirements), Section V.C. (Conditions), Paragraphs 100 and 102 (reporting), and Paragraph 109 (Non-remittance Order) are restitution, remediation, or required to come into compliance with the law.
- 118. This CAFO does not affect the rights of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law.
- 119. This CAFO does not affect Respondent's responsibility to comply with TSCA, 15 U.S.C. § 2601 *et seq.*, its implementing regulations, and other applicable federal, state, and local laws.
- 120. The effect of settlement described in Paragraph 116 is conditioned upon the performance of the conditions set forth in the Conditions section of this CAFO, and the accuracy of Respondents' representations to the EPA, as memorialized in Paragraph 121, below. Failure to comply with the terms and conditions set forth in the Conditions section of this CAFO will void

the release provided for in Paragraph 116.

- 121. Respondent certifies that it is complying with the residential property renovation regulations at 40 C.F.R. Part 745, Subpart E.
- 122. This CAFO constitutes a "prior such violation" as that term is used in EPA's Interim Final Consolidated Enforcement Response and Penalty Policy for the Pre-Renovation Education Rule; Renovation, Repair and Painting Rule; and Lead-Based Paint Activities Rule to determine Respondent's "history of prior such violations" under Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B).
  - 123. 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 and all remedies, claims for relief and otherwise available rights to judicial or administrative review that Respondent may have with respect to any issue of fact or law set forth in this CAFO, including any right of judicial review;
- d. Consents to personal jurisdiction in any action to enforce this CAFO in federal court; and
- e. Waives any rights it may possess at law or in equity to challenge the authority of the EPA to bring a civil action in federal 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.
  - 124. The terms of this CAFO bind Respondent, and its successors and assigns.

- 125. Each person signing this agreement certifies that he or she has the authority to sign for the party whom he or she represents and to bind that party to its terms.
  - 126. Each party agrees to bear its own costs and attorneys' fees in this action.
- 127. This CAFO constitutes the entire agreement between the parties with respect to civil penalties.
- 128. The Effective Date of this CAFO is the date the executed CAFO is filed with the Regional Hearing Clerk.

Consent Agreement and Final Order In the Matter of: Logan Square Aluminum Supply, et al.

Logan Square Aluminum Supply, et al., Respondent

12/1/2022 Date

Louis Silver

President

Logan Square Aluminum Supply

### Consent Agreement and Final Order In the Matter of: Logan Square Aluminum Supply, et al.

## United States Environmental Protection Agency, Complainant

MICHAEL HARRIS Digitally signed by MICHAEL HARRIS
Date: 2023.01.24 08:57:45

Michael D. Harris

Director

Enforcement and Compliance Assurance Division U.S. Environmental Protection Agency, Region 5

Consent Agreement and Final Order In the Matter of: Logan Square Aluminum Supply, et al. Docket No. TSCA-05-2023-0001

### Final Order

This Consent Agreement and Final Order, as agreed to by the parties, shall become effective immediately upon filing with the Regional Hearing Clerk. This Final Order concludes this proceeding pursuant to 40 C.F.R. §§ 22.18 and 22.31. IT IS SO ORDERED.

ANN COYLE Digitally signed by ANN COYLE Date: 2023.01.26 14:56:49

Ann L. Coyle Regional Judicial Officer United States Environmental Protection Agency Region 5

Appendix A:
List of Renovated Property Addresses/Logan Square Aluminum Supply, Inc., et al.

Line	Renovation	Built Year	Residence	Scope of	Work Order No	Work Order Dated	Installation Date
No.	<b>Property Address</b>		Туре	Work			
1	W Newport Ave	1926	Multi-	Windows	P828699	1/3/2017	1/16/2017
	[Individual Unit],		Family				
	Chicago, IL 60657						
2	W Newport Ave	1926	Multi-	Windows	P828699	1/3/2017	1/16/2017
	[Individual Unit],		Family				
	Chicago, IL 60657						
3	W Newport Ave	1926	Multi-	Windows	P828699	1/3/2017	1/16/2017
	[Individual Unit],		Family				
	Chicago, IL 60657						
4	W Newport Ave	1926	Multi-	Windows	P828699	1/3/2017	1/16/2017
	[Individual Unit],		Family				
	Chicago, IL 60657						
5	W Newport Ave	1926	Multi-	Windows	P828699	1/3/2017	1/16/2017
	[Individual Unit],		Family				
	Chicago, IL 60657						
6	S 60th Ct, Cicero,	1956	Single-	Windows	P830010	1/26/2017	2/16/2017
	IL 60804		Family	and Glass			
				Block			
7	N Dearborn St,	1929	Multi-	Windows	P830211	1/31/2017	2/8/2017
	[Individual Unit],		Family				
	Chicago, IL 60610						
8	N Dearborn St,	1929	Multi-	Windows	P830211	1/31/2017	2/8/2017
	[Individual Unit],		Family				
	Chicago, IL 60610						
9	N Dearborn St,	1929	Multi-	Windows	P830211	1/31/2017	2/8/2017
	[Individual Unit],		Family				
	Chicago, IL 60610						

10	N Dearborn St, [Individual Unit], Chicago, IL 60610	1929	Multi- Family	Windows	P830211	1/31/2017	2/8/2017
11	N Nakomis Ave, Chicago, IL 60646	1936	Single- Family	Windows	P830574	2/7/2017	2/16/2017
12	Avonelle Dr, Chicago Heights, IL 60411	1960	Single- Family	Windows	P830817	2/10/2017	3/6/2017
13	S Peoria St, Chicago, IL 60620	1910	Multi- Family	Windows	P831268	2/18/2017	3/2/2017
14	S California Ave, Chicago, IL 60652	1951	Single- Family	Window	P831634	2/24/2017	3/4/2017
15	North East Ave, Oak Park IL 60302	1914	Single- Family	Windows	P831834	2/28/2017	3/10/2017
16	E 158th St, South Holland, IL 60473	1885	Single- Family	Windows	P832139	3/3/2017	3/17/2017
17	S Ada St, Chicago, IL 60620	1923	Single- Family	Windows	P833774	3/29/2017	5/20/2017
18	Eisenhower Rd, Oakbrook Terrace, IL 60181	1954	Single- Family	Windows	P834222	4/5/2017	4/13/2017
19	N Bissel St, Chicago, IL 60614	1872	Single- Family	Window	P834865	4/14/2017	5/3/2017
20	N Central Park Ave, Chicago, IL 60647	1909	Single- Family	Windows and Glass Block	P835230	4/19/2017	5/5/2017
21	N Normandy Ave, Chicago, IL 60631	1953	Single- Family	Windows	P835800	4/26/2017	5/13/2017
22	N Sheridan Ave, [Individual Unit], Chicago, IL 60626	1958	Multi- Family	Windows	P836059	4/29/2017	5/6/2017

23	W Wilson Ave, Chicago, IL 60630	1911	Single- Family	Windows	P836361	5/3/2017	5/11/2017
24	W Argyle St [Individual Unit], Chicago, IL 60625	1931	Multi- Family	Windows	P836927	5/10/2017	5/22/2017
25	Lincoln Ave, Highland Park, IL 60035	1923	Single- Family	Window	P837460	5/16/2017	5/22/2017
26	S Morgan St, Chicago, IL 60608	1891	Single- Family	Windows	P838401	5/26/2017	6/11/2017
27	W Sunnyside Ave, Chicago, IL 60630	1918	Multi- Family	Windows	P838916	6/2/2017	8/10/2017
28	N Wille St, Mt. Prospect, IL 60056	1954	Single- Family	Windows	P839843	6/13/2017	6/23/2017
29	W 18 Pl, Chicago, IL 60608	1885	Single- Family	Storm Doors	P840108	6/16/2017	6/27/2017
30	N Mozart St, [Individual Unit], Chicago, IL 60618	1924	Multi- Family	Windows	P840854	6/26/2017	8/1/2017
31	N Mozart St, [Individual Unit], Chicago, IL 60618	1924	Multi- Family	Windows	P840854	6/26/2017	8/1/2017
32	N Mozart St, [Individual Unit], Chicago, IL 60618	1924	Multi- Family	Windows	P840854	6/26/2017	8/1/2017
33	N Mozart St, [Individual Unit], Chicago, IL 60618	1924	Multi- Family	Windows	P840854	6/26/2017	8/1/2017
34	N Mozart St, [Individual Unit], Chicago, IL 60618	1924	Multi- Family	Windows	P840854	6/26/2017	8/1/2017

35	N Mozart St, [Individual Unit], Chicago, IL 60618	1924	Multi- Family	Windows	P840854	6/26/2017	8/1/2017
36	N Mozart St, [Individual Unit], Chicago, IL 60618	1924	Multi- Family	Windows	P840854	6/26/2017	8/1/2017
37	N Mozart St [Individual Unit], Chicago, IL 60618	1924	Multi- Family	Windows	P840854	6/26/2017	8/1/2017
38	N Mozart St, [Individual Unit], Chicago, IL 60618	1924	Multi- Family	Windows	P840854	6/26/2017	8/1/2017
39	N Mozart St, [Individual Unit], Chicago, IL 60618	1924	Multi- Family	Windows	P840854	6/26/2017	8/1/2017
40	N Mozart St, [Individual Unit], Chicago, IL 60618	1924	Multi- Family	Windows	P840854	6/26/2017	8/1/2017
41	N Mozart St, [Individual Unit], Chicago, IL 60618	1924	Multi- Family	Windows	P840854	6/26/2017	8/1/2017
42	S Harvard Ave, Chicago, IL 60628	1958	Single- Family	Windows	P840977	6/27/2017	7/15/2017
43	W Montana St, Chicago, IL 60639	1923	Multi- Family	Windows	P841718	7/6/2017	7/21/2017
44	S Sangamon St, Chicago, IL 60620	1918	Multi- Family	Storm Doors	P842011	7/10/2017	7/27/2017
45	N Hermitage Ave, Chicago, IL 60622	1880	Multi- Family	Window	P843545	7/26/2017	8/10/2017
46	S 55th Ct, Cicero, IL 60804	1948	Single- Family	Window Insulation	P843768	7/28/2017	9/27/2017

47	N St. Louis, Chicago, IL 60659	1951	Single- Family	Window	P844414	8/4/2017	8/10/2017
48	S Luella Ave, Chicago, IL 60617	1943	Single- Family	Steel Doors	P844798	8/9/2017	9/8/2017
49	S Drexel Blvd, [Individual Unit], Chicago, IL 60615	1917	Multi- Family	Windows	P846082	8/24/2017	9/21/2017
50	N Central Park Ave, Chicago, IL 60647	1906	Multi- Family	Windows	P846495	8/29/2017	9/25/2017
51	S Seeley Ave, Chicago, IL 60608	1885	Multi- Family	Windows	P846690	8/30/2017	10/6/2017
52	N Lemont Ave, Chicago, IL 60646	1952	Single- Family	Windows Insulation	P847011	9/5/2017	10/4/2017
53	W 19th St, [Individual Unit], Chicago, IL 60608	1885	Multi- Family	Window Insulation	P847466	9/9/2017	10/12/2017
54	Main S, Morton Grove, IL 60053	1957	Single- Family	Windows	P848042	9/15/2017	10/10/2017
55	N Bernard St, Chicago, IL 60618	1908	Single- Family	Window Insulation	P848751	9/23/2017	10/28/2017
56	W Eastwood Ave, Chicago, IL 60625	1896	Multi- Family	Window	P850085	10/9/2017	11/7/2017
57	Olimpic Dr, Bridgeview, IL 60655	1958	Single- Family	Windows	P850352	10/11/2017	11/17/2017
58	N Bosworth Ave, Chicago, IL 60626	1920	Single- Family	Windows	P851771	10/27/2017	12/7/2017
59	W Hurlbut St, Chicago, IL 60631	1954	Single- Family	Windows	P852146	10/31/2017	12/20/2017

60	N Lotus Ave, Chicago, IL 60630	1930	Single- Family	Windows	P852391	11/2/2017	1/6/2018
61	W Oakdale Ave, Chicago, IL 60641	1916	Single- Family	Windows	P852776	11/8/2017	12/18/2017
62	W Potomac Ave, Chicago, IL 60651	1901	Multi- Family	Windows	P853667	11/20/2017	1/9/2018
63	Evergreen Ave, Chicago, IL 60622	1885	Multi- Family	Windows	P854061	11/27/2017	12/20/2017
64	S Kimbark Ave, Chicago, IL 60615	1911	Multi- Family	Windows	P854601	12/5/2017	12/18/2017
65	S Saint Lawrence Ave, Chicago, IL 60637	1905	Multi- Family	Windows	P854771	12/7/2017	1/26/2018
66	N Avers Ave, Chicago, IL 60618	1901	Multi- Family	Windows	P855173	12/13/2017	1/25/2018
67	W Foster Ave, Chicago, IL 60656	1949	Single- Family	Windows	P855244	12/14/2017	1/15/2018
68	N Aralia Dr, Mt. Prospect, IL 60056	1946	Single- Family	Window	P855634	12/22/2017	1/13/2018
69	George St, [Individual Unit], Wood Dale, IL 60191	1967	Multi- Family	Windows	P855967	1/4/2018	2/26/2018
70	George St, [Individual Unit], Wood Dale, IL 60191	1967	Multi- Family	Windows	P855967	1/4/2018	2/26/2018
71	N Bell Ave, Chicago, IL 60622	1900	Multi- Family	Storm Doors	P856212	1/9/2018	2/15/2018

72	N Lockwood Ave, Chicago, IL 60641	1929	Multi- Family	Windows	P856390	1/12/2018	1/31/2018
73	Wesley Ave, Stickney, IL 60402	1950	Single- Family	Windows	P855070	12/12/2017	1/13/2018
74	S 61st Ct, Cicero, IL 60804	1920	Multi- Family	Windows	P857066	1/25/2018	2/16/2018
75	W 82nd St, Chicago, IL 60652	1960	Single- Family	Windows and Glass Block	P857195	1/29/2018	2/14/2018
76	N Moody Ave, Chicago, IL 60630	1924	Single- Family	Windows	P857442	2/1/2018	2/19/2018
77	N Greenview Ave, Chicago, IL 60613	1908	Multi- Family	Windows	P857995	2/13/2018	3/8/2018
78	S Elizabeth St, Chicago, IL 60620	1920	Single- Family	Window	P858145	2/16/2018	3/5/2018
79	S State St, Lemont, IL 60439	1896	Single- Family	Windows	P858246	2/19/2018	5/8/2018
80	W Early Ave, Chicago, IL 60660	1906	Single- Family	Windows	P858437	2/22/2018	3/2/2018
81	S Justine St, Chicago, IL 60620	1920	Single- Family	Windows	P858736	2/28/2018	3/12/2018
82	N Whipple St, Chicago, IL 60659	1925	Single- Family	Windows	P858815	3/1/2018	3/22/2018
83	N Albany Ave, Chicago, IL 60625	1911	Multi- Family	Windows	P859198	3/7/2018	3/30/2018
84	N Greenview Ave, Chicago, IL 60613	1908	Multi- Family	Windows	P857995	2/13/2018	3/8/2018
85	N Mont Clare Ave, Chicago, IL 60634	1924	Single- Family	Patio Doors	P859686	3/14/2018	3/21/2018

86	N Lorel Ave, Chicago, IL 60651	1910	Single- Family	Windows	P859855	3/17/2018	4/2/2018
87	N Fernandez Ave, Arlington Heights, IL 60004	1959	Single- Family	Windows	P859805	3/29/2018	3/29/2018
88	N Lowell Ave, Chicago, IL 60639	1906	Multi- Family	Windows	P860866	4/2/2018	4/12/2018
89	S Kenneth Ave, Oak Lawn, IL 60453	1931	Single- Family	Windows	P861511	4/11/2018	5/15/2018
90	N Hermitage Ave, Chicago, IL 60640	1880	Single- Family	Windows and Glass Block	P862127	4/17/2018	5/16/2018
91	W Warren Blvd, Chicago, IL 60612	1895	Multi- Family	Windows	P862213	4/20/2018	5/29/2018
92	W Fullerton Ave, Chicago, IL 60647	1899	Multi- Family	Windows	P862557	4/25/2018	5/29/2018
93	S California Ave, Evergreen Park, IL 60805	1950	Single- Family	Windows	P862834	4/30/2018	6/7/2018
94	N 74th Ave, Elmwood Park, IL 60707	1925	Single- Family	Windows and Exterior Siding	P863950	5/12/2018	5/30/2018
95	N Sheridan Rd, [Individual Unit], Chicago, IL 60613	1904	Multi- Family	Windows	P864694	5/22/2018	7/25/2018
96	W Deming PI, Chicago, IL 60639	1921	Single- Family	Windows	P864915	5/24/2018	6/14/2018
97	Latrobe Ave, Burbank, IL 60459	1949	Single- Family	Patio Door	P865370	5/29/2018	6/14/2018

98	N Newland Ave, Chicago, IL 60634	1925	Single- Family	Windows	P865262	5/30/2018	6/18/2018
99	S Kedvale Ave, Chicago, IL 60652	1967	Single- Family	Windows	P865446	5/31/2018	6/15/2018
100	W 21st Pl, Chicago, IL 60608	1885	Multi- Family	Windows	P865467	6/1/2018	6/30/2018
101	W Nelson St, Chicago, IL 60618	1885	Single- Family	Windows	P864516	5/19/2018	6/5/2018
102	S Torrence Ave, Chicago, IL 60617	1958	Single- Family	Windows and Glass Block	P866760	6/14/2018	6/26/2018
103	N Glenwood Ave, Chicago, IL 60626	1917	Multi- Family	Windows	P867278	6/20/2018	9/18/2018
104	Riverside Ave, Brookfield, IL 60153	1950	Single- Family	Windows	P867606	6/26/2018	7/12/2018
105	Garden St, Park Ridge, IL 60068	1923	Single- Family	Windows	P867939	6/28/2018	7/25/2018
106	S Kolin Ave, Chicago, IL 60629	1946	Single- Family	Windows	P868217	7/3/2018	7/21/2018
107	N Pulaski Rd, Chicago, IL 60641	1906	Child- Occupied Facility	Windows	P868290	7/5/2018	8/15/2018
108	Monroe Ave, River Forest IL 60305	1938	Single- Family	Windows	P868379	7/6/2018	8/28/2018
109	N Beacon St, [Individual Unit], Chicago, IL 60640	1906	Multi- Family	Windows	P868867	7/11/2018	8/2/2018
110	N Ottawa Ave, Chicago, IL 60631	1953	Single- Family	Windows	P869699	7/20/2018	8/6/2018

111	S 12th Ave, Maywood, IL 60153	1909	Single- Family	Windows	P870051	7/25/2018	9/24/2018
112	Wenonah Ave, Berwyn, IL 60402	1946	Single- Family	Windows	P870595-1	7/31/2018	8/29/2018
113	N Kenilworth Ave, Mt. Prospect, IL 60056	1955	Single- Family	Windows	P870752	8/2/2018	8/28/2018
114	W 120th Pl, Blue Island, IL 60406	1923	Single- Family	Windows	P871219	8/8/2018	8/31/2018
115	Jerome Dr, Northlake, IL 60164	1948	Single- Family	Windows	P871666	8/13/2018	9/4/2018
116	W 19th St, Chicago, IL 60608	1888	Multi- Family	Windows	P871920	8/15/2018	8/2/2018
117	N Sawyer Ave, Chicago, IL 60618	1912	Single- Family	Windows and Storm Door	P872596	8/23/2018	9/25/2018
118	N 24th Ave, Melrose Park, IL 60160	1947	Single- Family	Windows	P873004	8/28/2018	10/2/2018
119	S 11th Ave, Broadview, IL 60155	1954	Single- Family	Windows	P873227	8/30/2018	10/1/2018
120	Green Bay Ave, Burnham, IL 60633	1945	Single- Family	Windows	P873523	9/5/2018	9/24/2018
121	W Berwyn Ave, Chicago, IL 60656	1960	Multi- Family	Windows	P873860	9/8/2018	10/8/2018
122	S East End Ave, Chicago, IL 60617	1947	Single- Family	Windows	P874292	9/12/2018	10/18/2018

123	E Atwater Ave, Elmhurst, IL 60126	1956	Single- Family	Windows	P872968-1	9/4/2018	9/19/2018
124	Michigan Ave, Evanston, IL 60202	1916	Multi- Family	Windows for Common Area	P875694	9/26/2018	10/10/2018
125	N Nottingham Ave, Chicago, IL 60634	1930	Single- Family	Storm Doors	P875881	9/28/2018	11/14/2018
126	Clarence Ave, Berwyn, IL 60402	1925	Single- Family	Windows	P876578	10/5/2018	6/11/2018
127	Highridge Parkway, Westchester, IL 60154	1942	Single- Family	Windows	P878872	10/26/2018	1/11/2019
128	S Chappel Ave, Chicago, IL 60617	1959	Single- Family	Windows	P879363	11/1/2018	12/1/2018
129	W Winnemac Ave, Chicago, IL 60640	1909	Multi- Family	Windows	P880355	11/13/2018	12/12/2018
130	N Central Park Ave, Chicago, IL 60659	1945	Single- Family	Windows	P880761	11/19/2018	12/27/2018
131	W Agatite Ave, Chicago, IL 60640	1921	Multi- Family	Storm Door	P881346	11/27/2018	12/21/2018
132	N Fairfield Ave, Chicago, IL 60622	1904	Multi- Family	Windows	P881343	11/29/2018	12/8/2018
133	Mackinaw Ave, Calumet City, IL 60409	1956	Single- Family	Windows	P881631	12/3/2018	1/9/2019

134	W Lunt Ave, Chicago, IL 60626	1949	Multi- Family	Windows	P882588	12/19/2018	8/15/2019
135	W Berwyn Ave, Chicago, IL 60656	1959	Single- Family	Storm Door	P882756	12/21/2018	1/15/2019
136	N Ozark Ave, Norridge, IL 60706	1924	Single- Family	Windows	P883005	1/2/2019	1/17/2019
137	W 81st St, Chicago, IL 60652	1953	Single- Family	Windows	P883076	1/3/2019	1/23/2019
138	N Glenwood Ave, [Individual Unit], Chicago, IL 60626	1917	Multi- Family	Windows	P883137	1/4/2019	8/20/2018
139	N Glenwood Ave, [Individual Unit], Chicago, IL 60626	1917	Multi- Family	Windows	P883137	1/4/2019	8/20/2018
140	N Glenwood Ave, [Individual Unit], Chicago, IL 60626	1917	Multi- Family	Windows	P883137	1/4/2019	8/20/2018
141	W Vermont Ave, Chicago, IL 60643	1954	Single- Family	Windows	P883143	1/4/2019	1/22/2019
142	W Barry Ave, Chicago, IL 60634	1940	Single- Family	Storm Door	P883191	1/5/2019	2/5/2019
143	216th PI, Matteson, IL 60443	1899	Single- Family	Windows	P883338	1/8/2019	4/8/2019
144	S Michigan Ave, Chicago, IL 60619	1916	Single- Family	Windows	P883407	1/9/2019	1/23/2019
145	W 39th PI, Chicago, IL 60632	1900	Single- Family	Windows	P883464	1/10/2019	2/11/2019

146	50th Ave, Bellwood, IL 60104	1957	Single- Family	Windows	P883456	1/10/2019	3/20/2019
147	S Albany Ave, Chicago, IL 60655	1920	Single- Family	Windows	P883546	1/11/2019	1/23/2019
148	N Lowell Ave, Chicago, IL 60630	1911	Single- Family	Patio Door	P883659	1/14/2019	2/9/2019
149	W 86th St, Chicago, IL 60620	1941	Single- Family	Windows	P883724	1/15/2019	2/28/2019
150	S Charles St, Chicago, IL 60643	1947	Single- Family	Windows	P883824	1/17/2019	2/6/2019
151	N Clark Ave, Chicago, IL 60640	1909	Single- Family	Windows	P883892	1/18/2019	2/4/2019
152	Spruce Ln, Oak Forest, IL 60452	1966	Single- Family	Windows	P883967	1/21/2019	2/4/2019
153	Country Club Drive, Olympia Fields, IL 60461	1958	Single- Family	Windows	P884027	1/22/2019	2/22/2019
154	Colfax St, Griffith, IN 46408	1951	Single- Family	Windows	P884113	1/23/2019	3/16/2019
155	S Green St, Chicago, IL 60620	1958	Single- Family	Windows	P884209	1/25/2019	2/11/2019
156	N Navarre Ave, Chicago, IL 60631	1954	Single- Family	Windows	P884245	1/26/2019	2/6/2019
157	Michigan Ave, [Individual Unit], Evanston, IL 60202	1916	Multi- Family	Windows	P884252	1/26/2019	3/20/2019
158	S Austin Ave, Oak Lawn, IL 60453	1963	Single- Family	Windows	P884309	1/28/2019	2/13/2019

159	S Fairview Ave, [Individual Unit], Blue Island, IL 60406	1968	Multi- Family	Patio Door	P884324	1/29/2019	2/22/2019
160	Kildare Ave[Individual Unit], Alsip, IL 60803	1972	Multi- Family	Windows	P884371	1/30/2019	3/9/2019
161	S Essex Ave, Chicago, IL 60617	1928	Multi- Family	Windows	P884509	2/4/2019	2/21/2019
162	Michigan Avenue[Individual Unit], Evanston, IL 60202	1916	Multi- Family	Windows	P884510	2/4/2019	3/22/2019
163	Michigan Avenue, [Individual Unit], Evanston, IL 60202	1916	Multi- Family	Windows	P884510	2/4/2019	3/22/2019
164	Michigan Avenue, [Individual Unit], Evanston, IL 60202	1916	Multi- Family	Windows	P884510	2/4/2019	3/22/2019
165	Michigan Avenue, Evanston, IL 60202	1916	Multi- Family	Windows for Common Area	P884510	2/4/2019	3/22/2019
166	Michigan Avenue, [Individual Unit], Evanston, IL 60202	1916	Multi- Family	Windows	P884510	2/4/2019	3/22/2019
167	Michigan Avenue, [Individual Unit],	1916	Multi- Family	Windows	P884510	2/4/2019	3/22/2019

	Evanston, IL 60202						
168	Michigan Avenue, [Individual Unit], Evanston, IL 60202	1916	Multi- Family	Windows	P884510	2/4/2019	3/22/2019
169	Michigan Avenue, [Individual Unit], Evanston, IL 60202	1916	Multi- Family	Windows	P884510	2/4/2019	3/22/2019
170	Michigan Avenue, [Individual Unit], Evanston, IL 60202	1916	Multi- Family	Windows	P884510	2/4/2019	3/22/2019
171	Michigan Avenue, [Individual Unit], Evanston, IL 60202	1916	Multi- Family	Windows	P884510	2/4/2019	3/22/2019
172	Michigan Avenue, Evanston, IL 60202	1916	Multi- Family	Windows for Common Area	P884510	2/4/2019	3/22/2019
173	Michigan Avenue, [Individual Unit], Evanston, IL 60202	1916	Multi- Family	Windows	P884510	2/4/2019	3/22/2019
174	Michigan Avenue, [Individual Unit], Evanston, IL 60202	1916	Multi- Family	Windows	P884510	2/4/2019	3/22/2019
175	Michigan Avenue, [Individual Unit],	1916	Multi- Family	Windows	P884510	2/4/2019	3/22/2019

	Evanston, IL 60202						
176	Michigan Avenue, [Individual Unit], Evanston, IL 60202	1916	Multi- Family	Windows	P884510	2/4/2019	3/22/2019
177	Michigan Avenue, [Individual Unit], Evanston, IL 60202	1916	Multi- Family	Windows	P884510	2/4/2019	3/22/2019
178	Michigan Avenue, [Individual Unit], Evanston, IL 60202	1916	Multi- Family	Windows	P884510	2/4/2019	3/22/2019
179	Michigan Avenue, Evanston, IL 60202	1916	Multi- Family	Windows for Common Area	P884510	2/4/2019	3/22/2019
180	Michigan Avenue, [Individual Unit], Evanston, IL 60202	1916	Multi- Family	Windows	P884510	2/4/2019	3/22/2019
181	Michigan Avenue, [Individual Unit], Evanston, IL 60202	1916	Multi- Family	Windows	P884510	2/4/2019	3/22/2019
182	Michigan Avenue, [Individual Unit], Evanston, IL 60202	1916	Multi- Family	Windows	P884510	2/4/2019	3/22/2019

183	Gray Ave, Evanston IL 60202	1955	Single- Family	Windows	P884692	2/7/2019	2/20/2019
184	Gunderson Ave, Stickney, IL 60402	1958	Single- Family	Windows	P885036	2/14/2019	4/1/2019
185	E 91st Pl, Chicago, IL 60617	1962	Single- Family	Windows	P885096	2/15/2019	2/28/2019
186	W 21st St, Chicago, IL 60608	1883	Multi- Family	Windows	P885178	2/18/2019	3/20/2019
187	Appletree Lane, Deerfield, IL 60015	1956	Single- Family	Windows	P885423	2/21/2019	3/8/2019
188	N Magnolia Ave, Chicago, IL 60640	1907	Multi- Family	Door	P885443	2/22/2019	3/1/2019
189	S Drexel Ave, [Individual Unit], Chicago, IL 60615	1923	Multi- Family	Window	P885593	2/26/2019	3/7/2019
190	W Division St, Chicago, IL 60651	1914	Multi- Family	Windows	P885693	2/28/2019	3/10/2019
191	S Throop St, Chicago, IL 60620	1921	Single- Family	Windows	P885838	3/1/2019	4/25/2019
192	S 57th Ct, Cicero, IL 60804	1914	Multi- Family	Windows	P885842	3/2/2019	3/10/2019
193	W Grace St, Chicago, IL 60641	1957	Multi- Family	Windows	P886016	3/5/2019	3/22/2019
194	N Keating Ave, Lincolnwood, IL 60712	1957	Single- Family	Windows	P886075	3/6/2019	3/21/2019
195	W 21st St, Chicago, IL 60608	1883	Multi- Family	Window	P886152	3/7/2019	3/20/2019

196	S Vernon Ave, Chicago, IL 60619	1957	Multi- Family	Windows	P886413	3/12/2019	3/25/2019
197	W 110th St, Chicago, IL 60628	1945	Single- Family	Windows	P886556	3/14/2019	3/27/2019
198	Langley Ave, South Holland, IL 60473	1967	Single- Family	Windows	P886609	3/14/2019	5/24/2019
199	W Oak Ave, Lake Forest, IL 60045	1969	Single- Family	Windows	P886709	3/16/2019	3/28/2019
200	N Natoma Ave, Chicago, IL 60656	1947	Single- Family	Windows	P886952	3/20/2019	4/1/2019
201	Surryse Rd, Lake Zurich, IL 60047	1970	Single- Family	Windows	P886943	3/20/2019	3/20/2019
202	E Van Buren St, Elmhurst, IL 60126	1963	Single- Family	Windows	P887049	3/21/2019	4/3/2019
203	W Potomac Ave, Chicago, IL 60651	1905	Multi- Family	Windows	P887128	3/22/2019	4/25/2019
204	Detroit St, Calumet City, IL 60409	1923	Single- Family	Windows	P887298	3/25/2019	4/4/2019
205	S 57th Ave, Cicero, IL 60804	1915	Single- Family	Window	P887447	3/27/2019	4/9/2019
206	W Lunt Ave, Chicago, IL 60626	1949	Multi- Family	Windows	P887565	3/28/2019	8/15/2019
207	Howard St, Plainfield, IL 60544	1957	Single- Family	Windows	P887709-1	3/29/2019	4/22/2019