

EPA ENFORCEMENT ACCOUNTS RECEIVABLE CONTROL NUMBER FORM FOR ADMINISTRATIVE ACTIONS

This form was originated by Wanda I. Santiago for Peter DeCambre 9/29/14
Name of Case Attorney Date

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

Case Docket Number TSCA-DI-2013-0051

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:

My Van Nguyen and Xem Thile
47 Savin Hill Avenue
Dorchester, MA 02125

Total Dollar Amount of Receivable \$ 10,987 Due Date: 10/29/14

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



**U.S. Environmental Protection Agency
5 Post Office Square Suite 100
Boston, MA 02109 – 3912**

BY HAND

September 29, 2014

Wanda Santiago
Regional Hearing Clerk
U.S. Environmental Protection Agency - Region I
5 Post Office Square
Suite 100
Boston, MA 02109 - 3912

RE In Re: My Van Nguyen and Xem Thi Le
Docket No.: TSCA-01-2013-0051

Dear Ms. Santiago:

Enclosed for filing in the above-referenced matter please find the original and one copy of a Consent Agreement and Final Order and Certificate of Service.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Peter DeCambre".

Peter DeCambre
Senior Enforcement Counsel

cc: Stuart T. Schrier, Esq.

RECEIVED

SEP 29 2014

EPA ORC *WS*
Office of Regional Hearing Clerk

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION I**

RECEIVED

SEP 29 2014

EPA ORC ^{WJ}
Office of Regional Hearing Clerk

_____)
IN THE MATTER OF:)
)
)
)
My Van Nguyen)
Xem Le)
47 Savin Hill Avenue)
Dorchester, MA 02125)
)
)
Respondents.)
)
)
)
Proceeding under Section 16(a) of the)
Toxic Substance Control Act,)
42 U.S.C. § 2615(a).)
_____)

Docket No. TSCA-01-2013-0051

CONSENT AGREEMENT AND FINAL ORDER

Complainant, United States Environmental Protection Agency - Region 1 ("EPA"),
having filed a civil administrative Complaint on January 27, 2014, against My Van Nguyen and
Xem Thi Le (collectively "Respondents"), in accordance with the Consolidated Rules of Practice
at 40 C.F.R. Part 22; and,

Complainant and Respondents (the "Parties") having agreed 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 settling this matter;

NOW THEREFORE, before the taking of any testimony, without any adjudication of

issues of law or fact herein, the Parties agree to comply with the terms of this CAFO.

I. PRELIMINARY STATEMENT

1. EPA initiated this proceeding for the assessment of a civil penalty pursuant to Section 16(a) of the Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2615(a), and 40 C.F.R. § 745.118, by filing the above-mentioned Complaint.

2. EPA alleged in its Complaint that Respondents violated TSCA Section 409, 15 U.S.C. § 2689; the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. §§ 4851 *et seq.*; and the federal regulations promulgated thereunder, set forth at 40 C.F.R. Part 745, Subpart F (the "Disclosure Rule"). The Complaint alleges that when leasing various apartments in buildings constructed before 1978 ("target housing"), Respondents failed to:

- (a) provide tenants with an EPA-approved lead hazard information pamphlet before they were obligated to rent or lease apartments, in violation of 40 C.F.R. § 745.107(a)(1) and TSCA Section 409, 15 U.S.C. § 2689;
- (b) include in leases or rental agreements or as an attachment thereto, the Lead Warning Statement, in violation of 40 C.F.R. § 745.113(b)(1) and TSCA Section 409, 15 U.S.C. § 2689;
- (c) include in leases or rental agreements or as an attachment thereto, a statement disclosing the presence of known lead-based paint or lead-based paint hazards, or lack of knowledge thereof, in violation of 40 C.F.R. § 745.113(b)(2) and TSCA Section 409, 15 U.S.C. § 2689; and
- (d) include as an attachment or within lease contracts, a list of any records or reports available to the lessor that pertain to lead-based paint or lead-based paint hazards in the housing, or the failure to indicate that no such records exist, in violation of 40 C.F.R.

§ 745.113(b)(3) and TSCA Section 409, 15 U.S.C. § 2689.

3. This CAFO shall apply to and be binding upon Respondents and Respondents' successors and assigns, including, but not limited to, subsequent purchasers. Respondents stipulate that the Complainant has jurisdiction over the subject matter alleged in the Complaint and that the Complaint states a claim upon which relief can be granted. Respondents waive any defenses they might have as to jurisdiction and venue, and, without admitting or denying the factual allegations contained in the Complaint, consent to the terms of this CAFO.

4. Respondents hereby waive their right to a judicial or administrative hearing on any issue of law or fact set forth in the Complaint and waive their right to appeal the Final Order accompanying this CAFO.

II. TERMS OF SETTLEMENT

5. Respondents hereby certify that they are in compliance with the Disclosure Rule.

6. Pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a), in light of the nature of the violations, Respondents' willingness to perform a Supplemental Environmental Project ("SEP"), and other relevant factors, EPA has determined that it is fair and appropriate to settle the violations alleged in the Complaint against Respondents for a civil penalty in the amount of ten thousand eight hundred eighty seven dollars (\$10,887).

7. Respondents consent to the payment of the civil penalty cited in the foregoing paragraph and the performance of a SEP as described in Paragraph 11 below and Appendix A ("SEP Scope of Work").

8. Respondent agrees to pay a civil penalty in the amount of \$10,887 in the manner described below:

a. Payment shall be in a single payment of \$10,887, due no later than 30 calendar

days from the date of the Final Order. 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 (TSCA-01-2013-0051), be in the amount stated in part “a,” 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. Environmental Protection Agency / Fines and Penalties
Cincinnati Finance Center
P.O. Box 979077
St. Louis, Missouri 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”

If remitted through the Automated Clearing House (ACH) for receiving US currency:

U.S. Treasury REX / Cashlink ACH Receiver

ABA: 051036706

Account Number: 310006, Environmental Protection Agency

CTX Format Transaction Code 22 -- checking

Physical location of U.S. Treasury facility:

5700 Rivertech Court

Riverdale, Maryland 20737

Contacts: John Schmid (202-874-7026) and REX (Remittance Express)
800-234-5681

If remitted on-line with a debit card, credit card, or bank account transfer: No user name, password, or account number is necessary for this option. On-line payment can be accessed via WWW.PAY.GOV, entering 1.1 in the form search box on the left side of the screen to access the EPA’s Miscellaneous Payment Form, opening the form, following the directions on the screen and, after selecting “submit data,” entering the relevant debit card, credit card, or bank account information.

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

Wanda Santiago
Regional Hearing Clerk
U.S. EPA, Region I
Five Post Office Square
100 (Mail Code: ORA 18-1)
Boston, MA 02109-3912

and

Peter DeCambre
Senior Enforcement Counsel
U.S. EPA, Region I
Five Post Office Square
Suite 100 (Mail Code: OES 04-3)
Boston, MA 02109-3912.

9. The penalty specified in Paragraph 6, above, shall represent civil penalties assessed by EPA and shall not be deductible for purposes of federal and state taxes. Respondents also certify that they have not, and will not, deduct any SEP costs in calculating federal and state income taxes. For federal income tax purposes, Respondents agree that they will neither capitalize into inventory or basis nor deduct any costs or expenses incurred in performing the SEP. Additionally, Respondents certify that they have not, and will not, use SEP costs to obtain state tax credits for lead-abatement work. Respondents hereby waive any confidentiality rights they have under 26 U.S.C. § 6103 with respect to such SEP costs on their tax returns and on the information supporting their tax returns. This waiver of confidentiality is solely as to EPA and the United States Department of Justice and solely for the purpose of ensuring the accuracy of Respondents' SEP cost certification.

10. 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 cost of processing and handling a delinquent claim. Interest will therefore begin to accrue on a civil or stipulated penalty if it is not paid by the last date required. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 31 C.F.R. § 901.9(b)(2). 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. Pursuant to 31 C.F.R. § 901.9(d), any such non-payment penalty charge on the debt will accrue from the date the penalty payment becomes due and is not paid.

11. Respondents shall complete a lead-based paint abatement SEP consisting of performing window, door and wood siding replacement, and other lead abatement work at Respondents' properties located at 47-49 Savin Hill Avenue, 37-45 Neponset Street¹, 114 Sawyer Avenue, 156 Ballou Avenue, and 6-8 Westville Terrace, Dorchester, Massachusetts. The purpose of the SEP is to mitigate hazards associated with lead-based paint. EPA and Respondents agree that this SEP is intended to secure significant environmental or public health protection and improvements.

12. Respondents shall complete the SEP according to the requirements and schedule set forth in Appendix A, which is incorporated herein by reference and enforceable by this CAFO. The total expenditure for the SEP shall not be less than \$97,977.² Respondents shall complete the SEP within two years from the effective date of this CAFO.

13. Respondents hereby certify that it is not required to perform or develop the SEP by any federal, state, or local law or regulation (including any lead abatement order) and also certify that Respondents have not received, and are not presently negotiating to receive, credit for the SEP in any other enforcement action. Respondents specifically certify as follows:

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. To the best of Respondents' knowledge and belief

¹ 45 Neponset St., Dorchester, MA is a commercial unit on the first floor of a mixed use building (commercial and residential). No SEP work will be done on the 45 Neponset Street unit because it is a commercial unit and not subject to the CAFO.

² Respondents will spend a total of \$125,150 on the SEP, \$97,977 of which will be credited by EPA.

after reasonable inquiry, there is no such open federal 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 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.

14. Respondents shall submit a SEP Completion Report and semi-annual progress reports in accordance with the schedule and specifications set forth in Paragraphs 3, 4 and 5 of Appendix A. Respondents agree that failure to submit such documents in accordance with those requirements shall be deemed a violation of this CAFO, and Respondents shall become liable for stipulated penalties as provided in Paragraph 20 below.

15. Notice Requirements: Respondents shall submit all SEP reports required by this CAFO by first class mail to:

Molly Magoon
U.S. EPA, Region I
Five Post Office Square
Suite 100 (Mail Code: OES 05-4)
Boston, MA 02109-3912

and

Peter DeCambre
U.S. EPA, Region I
Five Post Office Square
Suite 100 (Mail Code: OES 04-3)
Boston, MA 02109-3912.

16. EPA's right to inspect: Respondents agree that EPA may inspect the properties at which the SEP projects are being conducted at any time in order to confirm that the SEP is being

undertaken in conformity with the representations made herein.

17. Document retention and certification: Respondents shall maintain legible copies of documentation of the underlying research and data for any and all 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 fourteen (14) days after a request for such information. In all documents or reports submitted to EPA pursuant to this CAFO, Respondents shall, by their 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.

18. EPA's acceptance of SEP Completion Report:

a. After receipt of the SEP Completion Report described in Paragraph 5 of Appendix A, EPA will notify the Respondents, in writing: (i) identifying any deficiencies in the SEP Completion Report itself and granting Respondents an additional thirty (30) days to correct any deficiencies; or (ii) indicating that the project has been completed satisfactorily; or (iii) determining that the project has not been completed satisfactorily and seeking stipulated penalties in accordance with Paragraph 20 below.

b. If EPA elects to exercise option (iii) of Subparagraph 18.a, above (after receipt of an original or resubmitted SEP Completion Report), such that EPA concludes, in its sole discretion, that Respondents have not implemented part or all of the SEP in accordance with the CAFO, EPA may require Respondents to:

- i. Pay a stipulated penalty as provided in Paragraph 20;
- ii. Repeat any deficient work, and/or;
- iii. If specific tasks set forth in Appendix A were not performed, perform such work. EPA shall provide Respondents with notice of any such requirement, in writing.

19. Any public statement, oral or written, in print, film, or other media, made by Respondents making reference to the SEP shall include the following language, "This project was undertaken in connection with the settlement of an enforcement action taken by the U.S. Environmental Protection Agency for alleged violations of Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 and regulations promulgated thereunder."

20. In the event that Respondents fail to comply with any of the terms or provisions of this CAFO relating to the payment of the civil penalty or performance of the SEP, Respondents shall be liable for stipulated penalties according to the provisions set forth below:

a. For failure to pay the civil penalty by the date specified in Paragraph 8, Respondents shall pay \$300 per day until the full penalty is received by EPA;

b. Except as provided in subparagraph (c) below, for a SEP which has not been completed satisfactorily pursuant to this CAFO, Respondents shall pay a stipulated penalty to the United States of \$122,471 (the proposed dollar amount to be spent on SEP times 1.25), plus interest from the effective date of the CAFO;

c. If the SEP is not completed in accordance with this CAFO, but EPA determines that the Respondents: (i) made good faith and timely efforts to complete the project; and (ii) certifies, with supporting documentation, that Respondents spent 100 percent of the amount of money which was projected to be spent was expended on the SEP, Respondents shall not be liable for any stipulated penalty.

d. In the event that Respondents complete the SEP in accordance with Attachment A but the total expenditure for the SEP is less than \$97,977, Respondents shall pay a stipulated penalty to the United States in the amount equal to the difference between \$97,977 and the actual amount spent on the Project, plus interest from the effective date of the CAFO.

e. For failure to submit semi-annual progress reports by the dates specified in Paragraph 3 of Appendix A, Respondents shall pay a stipulated penalty in the amount of \$200 per day from the date the report was due until the date the report is received by EPA; and

f. For failure to submit the SEP Completion Report, Respondents shall pay a stipulated penalty in the amount of \$300 for each day it is late until the Report is received by EPA.

21. Stipulated penalties for Paragraphs 20(a), (e), and (f) 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.

22. Respondents 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 8. Interest and late charges shall be paid as stated in Paragraph 10.

23. Nothing in this CAFO 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 Respondents' violation of this CAFO or of the statutes and regulations upon which this CAFO is

based, or for Respondents' violation of any applicable provision of law.

24. This CAFO shall not relieve Respondents of their obligation to comply with all applicable provisions of federal, state or local law. Nor shall this CAFO be construed to be a ruling on, or determination of, any issue related to any federal, state or local permit, or to constitute EPA approval of the equipment, materials, or technology used by Respondents in connection with the SEP.

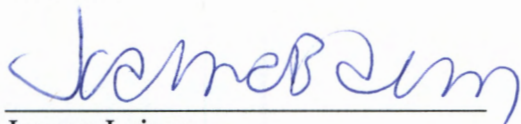
25. This CAFO constitutes a settlement by EPA of the claims for civil penalties set forth in the EPA Complaint pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a), for violations of TSCA Section 409, 15 U.S.C. § 2689; the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. §§ 4851 *et seq.*; and the Disclosure Rule. Nothing in this CAFO is intended to nor shall be construed to operate in any way to resolve any criminal liability of the Respondents. Compliance with this CAFO shall not be a defense to any actions unrelated to the violations alleged in the EPA Complaint and subsequently commenced pursuant to Federal laws and regulations administered by EPA, and it is the responsibility of Respondents to comply with such laws and regulations. Nothing in this Consent Agreement shall be construed as limiting the authority of the United States to undertake any action against Respondents in response to conditions which may present an imminent and substantial endangerment to the public health, welfare or the environment.

26. Each undersigned representative of the parties to this CAFO 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.

27. Each Party shall bear its own costs, disbursements and attorneys fees in connection with this enforcement action, and specifically waives any right to recover such costs,

disbursements or fees from the other Party pursuant to the Equal Access to Justice Act, 5 U.S.C.
§ 504, or other applicable law.

For EPA:



Joanna Jerison
Legal Enforcement Manager
Office of Environmental Stewardship
U.S. EPA-Region 1

Date: 9/24/14

For Respondents:

A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is cursive and somewhat abstract, with a long horizontal stroke extending to the right.

My Van Nguyen

Date: 8/14/2014

For Respondents:



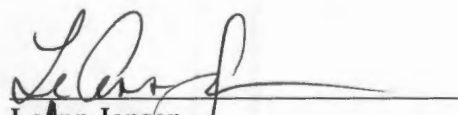
Xem Le

Date: 8/14/2014

**In the Matter of My Van Nguyen and Xem Le
Docket Number TSCA-01-2013-0051**

ORDER

The foregoing Consent Agreement is hereby approved and incorporated by reference into this Order. The Respondents are hereby ordered to comply with the terms of the above Consent Agreement, which will become effective on the date it is filed with the Regional Hearing Clerk.


LeAnn Jensen
Acting Regional Judicial Officer
U.S. EPA, Region I

9/25/14
Date

Appendix A

Supplemental Environmental Project Scope of Work

In the Matter of My Van Nguyen and Xem Le
Docket Number TSCA-01-2013-0051

1. **Description of Project:** Pursuant to this project, My Van Nguyen and Xem Le (“Respondents”) shall, within two years of the Effective Date of the CAFO, spend \$125,150¹ performing the below work at Respondents’ properties:

47-49 Savin Hill Ave., Dorchester, MA	Replace (72) door units, (40) window units; Sheet rock & plaster leaded walls; Replace (9) cellar window units.
37-45 Neponset St., Dorchester, MA ²	Cover porch ceilings & joists with aluminum; Cover window trim with aluminum; Sheet rock & plaster leaded walls; Replace wood siding.
114 Sawyer Ave., Dorchester, MA	Replace (6) door units, (11) cellar window units; Stabilize paint and resurface brick foundation.
156 Ballou Ave., Dorchester, MA	Replace (6) cellar window units.
6-8 Westville Terrace, Dorchester, MA	Replace (6) cellar window units.

The goal of this Supplemental Environmental Project (“SEP”) is the replacement or permanent covering of all above identified lead-based painted surfaces. These components contain lead paint.

2. **Standard of Care:**

a. The SEP shall be performed in accordance with EPA’s regulations on Residential Property Renovation set forth at 40 C.F.R. Part 745, Subpart E, and the United States Department of Housing and Urban Development Guidelines for Evaluation and Control and Lead-Based Paint Hazards in Housing (June 1995, as revised in 1997).

b. The SEP shall be performed in compliance with all applicable requirements at 40 C.F.R. Part 745, Subpart E, including, but not limited to, all information distribution requirements under 40 C.F.R. § 745.84, work practice standards under 40 C.F.R. § 745.85, record and reporting requirements under 40 C.F.R. § 745.86 and all applicable state laws.

¹ Respondents will spend a total of \$125,150 on the SEP, \$97,977 of which will be credited by EPA.

² 45 Neponset St., Dorchester, MA is a commercial unit on the first floor of a mixed use building (commercial and residential). No SEP work will be done on the 45 Neponset Street unit because it is a commercial unit and not subject to the CAFO.

c. All on site work will be supervised by certified a renovator, contained to prevent releases of dust and debris, and properly cleaned after the renovation is complete. Post renovation verification shall include clearance wipes.

3. **Schedule:** Respondent shall complete the SEP on the following schedule:

a. Within six months from the Effective Date of the Consent Agreement and Final Order (“CAFO”), Respondents shall submit to EPA its first semi-annual progress report, which shall contain the information specified in Paragraph 4 below;

b. Within one year from the Effective Date of the CAFO, Respondents shall submit to EPA its second semi-annual progress report, which shall contain the information specified in Paragraph 4 below;

c. Within eighteen months from the Effective Date of the CAFO, Respondents shall submit to EPA its third semi-annual progress report, which shall contain the information specified in Paragraph 4 below;

d. Within two years after the Effective Date of the CAFO, Respondents shall complete the SEP; and

e. Within 30 days of completing the SEP, Respondent shall submit a SEP Completion Report, containing the information specified in Paragraph 5 below.

4. **SEP Semi-Annual Progress Report:** The SEP Semi-Annual Progress Report required by Paragraph 3(a)-(c) above shall contain the following information:

a. A summary of the window/door units and wood siding replacements, resurfacing and other lead abatement work completed during that six month period;

b. A summary of the SEP costs incurred during the six month reporting period, with costs itemized (documentation of these costs shall be provided at the end of the project, when Respondent submits the SEP Completion Report);

c. Copies of all inspection and clearance sampling reports issued during the six month reporting period, providing inspection and clearance sampling locations, inspection and clearance sampling results and documentation of analytical quality assurance/quality control; and

d. The certification language provided in Paragraph 17 of the CAFO.

5. **SEP Completion Report:** The SEP Completion Report required by Paragraph 3(e) above shall contain the following information:

- a. Description of window/door units and wood siding replacements, resurfacing, and other lead abatement work completed, including representative photographs showing conditions before and after of all SEP work done;
- b. Any inspection or clearance sampling reports and data and/or cleaning verification information not already submitted in the semi-annual progress reports;
- c. Itemized costs of goods and services used to complete the window/door units and wood siding replacements, resurfacing, and other lead abatement work, documented by copies of invoices, purchase orders, or canceled checks that specifically identify and itemize the individual costs of the goods and services;
- d. Itemized costs of services used to complete any lead inspections or clearance sampling, documented by copies of invoices or canceled checks that specifically identify and itemize the costs of the services;
- e. Documentation that the renovator and firm that performed the SEP and clearance sampling are authorized to perform such work in accordance with EPA's Renovation, Repair and Painting Rule ("RRP"), including copies of appropriate renovator and firm certifications;
- f. Completed EPA "Sample Renovation Recordkeeping Checklist" (<http://www2.epa.gov/lead/sample-renovation-recordkeeping-checklist>) or a similar form;
- g. Copy of the written acknowledgement that the owner or occupant has received EPA's *Renovate Right Pamphlet* prior to the renovation;
- h. Certification that Respondents have completed the SEP in compliance with this CAFO;
- i. A statement that Respondents have not and will not seek rebates for the window purchases pursuant to any federal, state or local agency's or utility's energy-efficiency program;
- j. A description of any operating problems encountered and the solutions thereto; and
- k. The certification language provided in Paragraph 17 of the CAFO.

In itemizing costs in the SEP Completion Report, Respondents shall clearly identify and provide acceptable documentation for all eligible SEP costs. Where the SEP Completion Report includes costs not eligible for SEP credit, those costs must be clearly identified as such. For purposes of this paragraph, "acceptable documentation" includes, without limitation, invoices, purchase orders, or other documentation that specifically identifies and itemizes the individual costs of the goods and/or services for which payment was 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.

6. The completion of the SEP projects discussed in this Scope of Work shall not relieve Respondents of their obligation to comply with all applicable provisions of federal, state or local law.

In Re: My Van Nguyen and Xem Thi Le
Docket No.: TSCA-01-2013-0051

CERTIFICATE OF SERVICE

I hereby certify that the Consent Agreement and Final Order has been sent to the following persons on the date noted below:

Original and one copy,
hand-delivered:

Wanda Rivera
Regional Hearing Clerk (RAA)
U.S. EPA, Region I
5 Post Office Square, Suite 100 (ORA 18-1)
Boston, Massachusetts 02109 - 3912

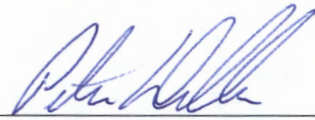
One copy by Express mail:

My Van Nguyen
Xem Le
70 Meadow Brook Road
Weston, MA 02393

One copy by Express mail:

Stuart T. Schrier
Schrier & Associates, P. C.
1005 Dorchester Avenue
Boston, MA 02125

Dated: 9/29/2014



Peter DeCambre
Senior Enforcement Counsel
U.S. Environmental Protection Agency,
Region 1
5 Post Office Square, Suite 100 (OES 4-1)
Boston, Massachusetts 02109 - 3912
Tel (617) 918-1890
Electronic Fax (617) 918-0890