

EPA ENFORCEMENT ACCOUNTS RECEIVABLE CONTROL NUMBER FORM FOR ADMINISTRATIVE ACTIONS

This form was originated by Wanda I. Santiago for Laura J. Beveridge 5/14/13
Name of Case Attorney Date

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

Case Docket Number TSCA - 01-2012-0055

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:

Private Reserve Properties, LLC
59 Elmwood Ave
Providence, RI 02907-2402

Total Dollar Amount of Receivable \$ 21,857.15 Due Date: 11/20/13

SEP due? Yes No Date Due 5/14/15

Installment Method (if applicable)

INSTALLMENTS OF:
1st \$ 7,285.72 on 7/13/13
2nd \$ 7,285.72 on 9/11/13
3rd \$ 7,285.72 on 11/20/13
4th \$ _____ on _____
5th \$ _____ on _____

For RHC Tracking Purposes:

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

TO BE FILLED OUT BY LOCAL FINANCIAL MANAGEMENT OFFICE:

IFMS Accounts Receivable Control Number _____

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

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1**

IN THE MATTER OF)
)
PRIVATE RESERVE PROPERTIES, LLC)
)
)
Respondent.)
_____)

Docket No. TSCA-01-2012-0055
**CONSENT AGREEMENT
AND FINAL ORDER**

CONSENT AGREEMENT

Complainant, the United States Environmental Protection Agency (“EPA”), having filed an Administrative Complaint and Notice of Opportunity for Hearing (“Complaint”) against Respondent, Private Reserve Properties, LLC, on June 29, 2012, and Respondent, after receiving an extension of time, having filed an Answer on January 10, 2013, hereby agree that settlement of this matter is in the public interest, and that entry of this Consent Agreement and Final Order (“CAFO”) without further litigation is the most appropriate means of resolving this matter.

RECEIVED
2013 MAY 14 AM 10:21
EPA REGIONAL OFFICE
OF ENVIRONMENTAL ENFORCEMENT
REGIONAL HEADQUARTERS

STATUTORY AND REGULATORY AUTHORITY

1. This CAFO resolves an administrative action for the assessment of monetary penalties brought pursuant to Section 16(a) of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. § 2615(a), 40 C.F.R. § 745.118, and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties, Issuance of Compliance or Corrective Action Orders, and the Revocation, Termination or Suspension of Permits (“Consolidated Rules of Practice”), 40 C.F.R. Part 22.

2. EPA alleged in its Complaint that Respondent violated Section 409 of TSCA, 15 U.S.C. § 2689; the Residential Lead-Based Paint Hazard Reduction Act of 1992 (“the Act”), 42

U.S.C. § 4851 *et seq.*; and federal regulations promulgated thereunder, entitled *Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards Upon Sale or Lease of Residential Property* and set forth in 40 C.F.R. Part 745, Subpart F (the “Disclosure Rule”).

TERMS OF SETTLEMENT

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

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

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

6. Respondent hereby certifies that it is currently acting in compliance with the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4851 *et seq.*, and the requirements set forth in the Disclosure Rule, 40 C.F.R. Part 745, Subpart F.

7. In addition, Respondent hereby certifies that it is currently acting in compliance with the requirements set forth in 40 C.F.R. Part 745, Subparts E and L (together the “Renovation, Repair, and Painting Rule”).

8. Pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a), and in light of the nature of the violations, relevant statutory penalty criteria, and Respondent’s agreement to perform a Supplemental Environmental Project (“SEP”), the total expenditure for which will not be less than \$210,000, EPA has determined that it is fair and proper to assess a civil penalty of

\$21,857.15 for the violations alleged in this matter. Respondent shall perform the SEP as described in the Scope of Work attached hereto as Appendix A and the SEP: List of Properties and Projects attached hereto as Appendix B, both of which are incorporated by reference into this CAFO, and subject to the conditions in Paragraphs 15 through 27 and the stipulated penalty provisions in Paragraphs 28 through 31. Respondent certifies, to the best of its knowledge, that all properties listed in Appendix B were built prior to 1978.

9. In accordance with 40 C.F.R. § 22.31(b), the effective date is the date on which this CAFO is filed with the Regional Hearing Clerk.

10. Respondent shall pay the civil penalty of \$21,857.15 in three (3) installments of \$7,285.72. The first payment shall be made within sixty (60) days of the effective date of this CAFO. The second payment shall be made within 120 days (120) days of the effective date of this CAFO. The third and final payment shall be made within one hundred and eighty (180) days of the effective date of this CAFO. In each case, Respondent shall submit a cashier's or certified check in the amount of \$7,285.72 made payable to the order of the "Treasurer, United States of America," and referencing the case name and the docket number of this action on its face, to:

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

In addition, at the time of payment, Respondent shall simultaneously send notice of the payment and copies of the check to:

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

and

Laura J. Beveridge
Enforcement Counsel
Mail Code OES 04-3
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100
Boston, MA 02109-3912

11. If Respondent fails to make any of the payments required by Paragraphs 8 and 10 by the required due dates, the total penalty amount of \$21,857.15, plus all accrued interest as calculated pursuant to Paragraph 13 (less payments already made, if any), shall become immediately due to the United States upon such failure. Interest shall continue to accrue on all unpaid amounts until the total amount due has been received by the United States. Respondent shall be liable for such amounts regardless of whether EPA has notified Respondent of its failure to pay or made demand for payment. All payments to the United States under this paragraph shall be made by cashiers or certified check as described in Paragraph 10.

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

13. Interest shall be payable at the rate of the United States Treasury tax and loan rate in accordance with 31 C.F.R. § 901.9(b)(2) and shall accrue from the original date on which the penalty was due to the date of payment. A charge will be assessed to cover the costs of debt collection, including processing and handling costs and attorneys fees. In addition, a non-

payment penalty charge of six (6) percent per year compounded annually will be assessed on any portion of the debt which remains delinquent more than ninety (90) days after payment is due. However, should assessment of the penalty charge on the debt be required, it will be assessed as of the first day payment is due under 31 C.F.R. § 901.9(d). In any such collection action, the validity, amount, and appropriateness of the penalty shall not be subject to review.

14. The civil penalty provided under this CAFO, and any interest, nonpayment penalties, and charges described in this CAFO, shall represent penalties assessed by EPA within the meaning of 26 U.S.C. § 162(f) and are not tax deductible for purposes of federal, state, or local law. Accordingly, Respondent agrees to treat all payments made pursuant to this CAFO as penalties within the meaning of 26 C.F.R. § 1.162-21, and further agrees not to use those payments in any way as, or in furtherance of, a tax deduction under federal, state, or local law.

15. Subject to Paragraph 8, Respondent shall complete the SEP as described in Appendices A and B, which the Parties agree is intended to secure significant environmental or public health protection and improvements.

16. The total expenditure for the SEP shall not be less than \$210,000. Respondent shall complete the SEP according to the requirements and schedules in Appendices A and B, which are incorporated by reference and enforceable by this order and agreement, and subject to conditions in paragraphs 15 through 27 and the stipulated penalty provisions in Paragraphs 28 through 31, below. As stated in Appendix A, the SEP must be completed within two years of the effective date of this CAFO.

17. Respondent hereby certifies that it (a) is not required to perform or develop the SEP by any federal, state, or local law or regulation; (b) is not required to perform the SEP under any grant or agreement with any governmental or private entity, as injunctive relief in this case

or any other case, or to comply with any state or local requirement (including any lead abatement order); (c) has not received, or is not presently negotiating to receive, credit in any other enforcement action for the SEP; (d) for income tax purposes, will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEP; and (e) will not obtain utility rebates or state or federal tax deductions for any costs associated with the SEP.

18. Respondent hereby certifies that it is not a party to any open federal financial assistance transaction that is funding or could be used to fund the same activity as the SEP. To the best of Respondent's knowledge and belief 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.

19. Any public statement, oral or written, in print, film, or other media, made by Respondent making reference to the SEP shall include the following language: "This project was undertaken in connection with the settlement of an enforcement action taken by the U. S. Environmental Protection Agency for violations of Section 409 of the Toxic Substances Control Act, Section 1018 of the Residential Lead Based Paint Hazard Reduction Act of 1992, and regulations promulgated thereunder."

20. Appendix A contains deadlines for submitting proof of certification under 40 C.F.R. Part 745, Subparts E and L; progress reports, interim SEP expenditures, a management plan, a SEP completion report, and annual management plan reports. Respondent agrees that failure to meet these deadlines, and any other deadlines set forth in Appendix A, without the prior approval of EPA shall be deemed a violation of this CAFO. Respondent further agrees that upon failure to meet such deadlines Respondent will become liable for stipulated penalties as provided in Paragraphs 28 through 31, below.

21. Respondent shall submit all documentation and reports required by this CAFO, including those required by Appendix A, by first class mail to:

Ronnie Levin
Mail Code: OES 05-4
U.S. EPA, Region 1
5 Post Office Square, Suite 100
Boston, MA 02109-3912

and

Laura Beveridge
Enforcement Counsel
Mail Code: OES 04-3
U.S. EPA, Region 1
5 Post Office Square,
Boston, MA 02109-3912

22. **Eligible Costs:** Eligible SEP costs include the costs of materials and labor actually incurred in completing the lead mitigation SEP as described in Appendices A and B as well the costs of post-work inspections by an independent licensed lead inspector required by Section 4(d) of Appendix A. Overhead costs, including but not limited to, cost mark-ups on materials or labor and/or time spent by Respondent supervising, administering, managing, or overseeing the SEP, are not costs eligible for SEP credit. The costs of repairs or improvements that do not mitigate lead-based paint hazards are not eligible for SEP credit. Costs incurred by Respondent and/or its employees to obtain the certifications required by the federal Renovation

Repair and Painting Rule, 40 C.F.R. Part 745, Subparts E and L, and/or the Rhode Island Rules and Regulations for Lead Poisoning Prevention, Part V (Sections 11-14) to perform work in fulfillment of the SEP are not eligible for SEP credit.

23. **Documentation:** In itemizing costs in the SEP Progress and Completion Reports, Respondent shall clearly identify and provide acceptable documentation for all eligible SEP costs. For the purposes of this Paragraph and Section 7(b) of Appendix A, “acceptable documentation” includes invoices, purchase orders, or other documentation that specifically identifies and itemizes the individual costs of the goods and/or services required for completion of the SEP provided, however, that such documentation is accompanied by proof of payment. In addition, “acceptable documentation” of labor costs incurred in completing the SEP shall include a copy of the appropriate state and federal tax forms documenting that all wages were reported as required to any applicable state and federal taxing authority. 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. Where the SEP Progress or Completion Report includes costs that are not eligible for SEP credit, those costs must be clearly identified as such.

24. **Document Retention and Certification:** Respondent shall maintain legible copies of all documentation submitted to EPA and the underlying research and data for any and all documents or reports submitted to EPA pursuant to this CAFO, including Appendix A, for five (5) years. Respondent shall provide such documentation, underlying research, and/or 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, Respondent shall, by its officers, sign and

certify under penalty of law that the information contained in such documents or reports is true, accurate, and not misleading by signing the following statement:

Respondent certifies under penalty of law that Respondent has examined and is familiar with the information submitted in this document and all attachments and that, based on Respondent's inquiry of those individuals immediately responsible for obtaining the information, Respondent believes that the information is true, accurate, and complete. Respondent is aware that there are significant penalties for submitting false information including the possibility of fines and imprisonment.

25. **EPA's Right to Inspect:** Respondent agrees that EPA may inspect any property at which the SEP is being conducted at any time, including before work commences, in order to confirm that the SEP is being undertaken in conformity with the representations made in herein and in Appendices A and B.

26. **EPA's Acceptance of the SEP Completion Report:** After receipt of the SEP Completion Report described in Section 8(d) of Appendix A, EPA will notify Respondent, in writing: (i) indicating that the project has been completed satisfactorily; or (ii) identifying any deficiencies in the SEP Completion Report itself and granting Respondent an additional thirty (30) days to correct such deficiencies; or (iii) determining that the project has not been completed satisfactorily and seeking stipulated penalties in accordance with Paragraphs 28 through 31, below.

27. If EPA elects to exercise option (iii) of Paragraph 26 (after receipt of an original or resubmitted SEP Completion Report), such that EPA concludes in its sole discretion that Respondent has not implemented part or all of the SEP in accordance with the CAFO and/or Appendices A and B, EPA may, after giving Respondent written notice of the alleged deficiencies and a thirty (30) day opportunity to cure those deficiencies, require Respondent to:

- a. Pay a stipulated penalty as provided in Paragraphs 28 through 31 below;
- b. Remedy any deficient work; and/or

- c. If specific tasks set forth in Appendices A and/or B were not performed, perform such work.

28. **Stipulated Penalties:** In the event that Respondent fails to comply with any of the terms or provisions of the CAFO relating to the payment of the civil penalty or the performance of the SEP described in Appendices A and B and Paragraphs 15 to 27 of this CAFO, and/or to the extent that the actual expenditure for the SEP does not equal or exceed the cost of the SEP set forth in Paragraphs 8 and 16 above, Respondent shall be liable for stipulated penalties according to the provisions set forth below:

- a. If Respondent fails to pay the penalty amount specified in Paragraphs 8 and 10 above by the date(s) required in Paragraph 10, Respondent shall pay stipulated penalties in the amount of \$400 per day until payment is received.
- b. If Respondent has not made a good faith effort to implement the SEP and does not satisfactorily complete the SEP pursuant to this CAFO and Appendices A and B, Respondent shall pay a stipulated penalty of \$262,500 (125% of SEP amount) plus interest from the effective date of this CAFO at the IRS underpayment rate.
- c. If EPA determines that Respondent has satisfactorily completed the SEP in accordance with Appendices A and B and the applicable Paragraphs herein, but Respondent incurs SEP costs of less than \$210,000, Respondent shall pay a stipulated penalty equal to the difference between the costs actually incurred in completing the SEP and \$210,000, unless, EPA, in its sole discretion, approves the completion of additional lead mitigation in lieu of paying a stipulated penalty equal to the difference between costs actually incurred and \$210,000.
- d. If the SEP is not completed in accordance with Paragraphs 15 through 27 and Appendices A and B, but EPA determines that Respondent (1) has made a good

faith and timely effort to complete the SEP and (2) has satisfactorily completed a portion of the SEP in accordance with Paragraphs 15 through 27 and Appendices A and B, then Respondent shall pay a stipulated penalty to the United States equal to the difference between the SEP costs actually incurred less twenty-five (25%) and \$210,000 plus interest from the effective date of the CAFO at the IRS underpayment rate.

- e. For failure to submit the SEP Completion Report, after giving effect to any extensions of time granted by EPA, Respondent shall pay \$200 per day from the date the report was due until the date the report is submitted.
- f. For failure to submit any of the required SEP Progress Reports, after giving effect to any extensions of time granted by EPA, Respondent shall pay \$200 per day from the date the report was due until the date the report is submitted.
- g. For failure to submit annual statements certifying compliance with the management plan required by Sections 6 and 8(d) of Appendix A and Paragraph 20 of this CAFO, Respondent shall pay \$200 per day from the date the certified statement was due to the date the certified statement is submitted.

29. The stipulated penalties above shall begin to accrue on the day after the performance is due, and shall continue to accrue through the final day of the completion of the activity, even if no notice of such violation is sent to Respondent.

30. Respondent shall pay stipulated penalties within fifteen (15) days after receipt of written demand by EPA. Respondent shall pay interest on any stipulated penalty, or portion thereof, that is not paid within fifteen (15) days of receipt of EPA's written demand. Payment of stipulated penalties and interest, if any, shall be made by certified or cashier's check payable to

“Treasurer, United States of America” in accordance with the procedures specified in Paragraphs 10, above.

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

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

33. This CAFO constitutes a settlement by EPA of all claims for civil penalties pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a) for the violations alleged in the Complaint. Payment of the penalty set forth in Paragraph 10 and completion of the SEP as set forth in Appendices A and B shall be deemed to resolve all civil and administrative claims for matters addressed in the Complaint. Compliance with this CAFO shall not be a defense to any other actions subsequently commenced pursuant to federal laws and regulations administered by EPA for matters not addressed in the Complaint or this CAFO, and it is the responsibility of Respondent to comply with all applicable provisions of federal, state or local law.

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

35. Except as specifically settled herein, nothing in this agreement shall be construed as prohibiting, altering, or in any way limiting the ability of EPA to seek any other remedies or sanctions available by virtue of Respondent’s violation of this CAFO or of the statutes and

regulations upon which the Complaint and this CAFO is based, or for Respondent's violation of any applicable provision of law.


36. The terms, conditions, and requirements of this CAFO may not be modified without the written agreement of both parties and approval of the Regional Judicial Officer, except that the Regional Judicial Officer need not approve written agreements modifying the SEP schedules set forth in Section 8 of Appendix A.

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

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

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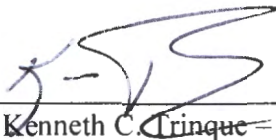
Complainant U.S. Environmental Protection Agency:



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

Date: 5/10/13

Respondent Private Reserve Properties, LLC



By Kenneth C. Tringali - Sole Member

Date: May 6, 2013

FINAL ORDER

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

Date: 5/13/13


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

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1**

IN THE MATTER OF)	
)	
PRIVATE RESERVE PROPERTIES, LLC)	
)	Docket No. TSCA-01-2012-0055
)	
Respondent.)	
)	

CERTIFICATE OF SERVICE

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

Original and one copy,
hand-delivered:

Ms. Wanda Santiago
Regional Hearing Clerk
U.S. EPA, Region I (ORA18-1)
5 Post Office Square, Suite 100
Boston, MA 02109-3912

Copy, by Certified Mail,
Return Receipt Requested:

Kristen W. Sherman, Esq.
Adler, Pollock, & Sheehan P.C.
One Citizen's Plaza, 8th Floor
Providence, RI 02903

Dated: 5/14/2013



Laura J. Beveridge
Enforcement Counsel
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100 (OES04-3)
Boston, MA 02109-3912
Tel (617) 918-1345
Fax (617) 918-0345

APPENDIX A
SUPPLEMENTAL ENVIRONMENTAL PROJECT: SCOPE OF WORK
In the Matter of Private Reserve Properties, LLC
Docket No. TSCA-01-2012-0055

1. Description of Project

Within two (2) years of the effective date of the Consent Agreement and Final Offer (“CAFO”) in this matter, Private Reserve Properties, LLC (“PRP”) shall complete the Supplemental Environmental Project (“SEP”) described in this Appendix A (SEP: Scope of Work) and the attached Appendix B (SEP: List of Properties and Projects), the terms of which are incorporated by reference into and enforceable by the CAFO. PRP shall complete all work described in Appendices A and B regardless of cost and in accordance with the requirements and schedules set forth below and subject to the terms and stipulated penalty provisions of the CAFO.

PRP shall mitigate lead-based paint hazards in properties identified in Appendix B through encapsulation, enclosure, and/or replacement of surfaces posing a threat of lead-based paint exposure. As discussed further below, PRP shall mitigate lead-based paint hazards in the following: (1) the common areas of all properties listed in Table 1 of Appendix B; (2) all radiators in the properties listed in Table 2 of Appendix B; (3) all porches on the properties listed in Table 3 of Appendix B; and (4) the exterior siding of the properties listed in Table 4 of Appendix B.

a. Common Areas

PRP shall mitigate lead-based paint hazards in the common areas of all properties listed in Table 1 of Appendix B. For the purposes of this SEP, the term “common area” means all portions of the properties listed in Table 1 of Appendix B that are generally accessible to residents and/or guests, including stairways, hallways, laundry areas, and basement areas if such basement areas are frequently used by children under the age of six (6). Specifically, the SEP requires PRP to mitigate lead-based paint hazards by encapsulating all of the following surfaces in the common areas of the properties listed in Table 1 of Appendix B:

- Ceilings,
- Walls,
- Railings,
- Banisters,
- Doors, and
- Radiators.

EPA defines “encapsulation” as the process that makes lead paint inaccessible, by providing a barrier between the lead-based paint and the environment. This barrier is formed using a liquid-applied coating or adhesively bonded covering material. The primary means of

attachment for an encapsulant is bonding of the product to the surface by itself or through the use of an adhesive.

The SEP also requires PRP to enclose the following common area surfaces of the properties listed in Table 1 of Appendix B:

- Landings,
- Floors, and
- Stairs.

EPA defines “enclosure” as the installation of a rigid, durable barrier that is mechanically attached to building components.

Where the condition of a common area surface is too deteriorated to allow for effective encapsulation or enclosure of lead-based paint hazards, PRP will replace that surface.

b. Windows

The SEP requires PRP to replace all windows in the common areas, including porches, listed in Tables 1 and 3 of Appendix B that open and were installed prior to 1978.

c. Radiators

In addition to encapsulating radiator surfaces in the common areas of the properties listed in Table 1 of Appendix B, PRP will encapsulate all radiator surfaces in the dwelling units of the properties listed in Table 2 of Appendix B.

d. Porches

The SEP requires PRP to mitigate lead-based paint hazards through enclosure, encapsulation, or replacement of painted surfaces on all porches listed in Table 3 of Appendix B.

e. Exterior Siding

The SEP requires PRP to mitigate lead-based paint hazards by enclosing the building exterior of the properties listed in Table 4 of Appendix B, specifically 186-88 Sackett Street and 21/23 Frederick Street in Providence, Rhode Island, using vinyl siding.

2. Mitigation Materials

To accomplish the encapsulation work required by this SEP, and as described further in Section 4 of this Appendix A, PRP will use LBC Lead Barrier Compound (Type III-Interior and Exterior) (“LBC”) – an EPA-approved product manufactured by Fiberlock Technologies. LBC is a thermoplastic-elastomeric water based copolymer that is made specifically to form a barrier

between lead-based paint and the environment. LBC complies with all EPA and HUD requirements for lead encapsulation as a recognized permanent method for abatement of lead-based paint. It meets all federal, state and local standards for lead-based paint encapsulants and has been found to meet ASTM E-1795 Standard for Lead Based Paint Encapsulants. It is certified for use in all 50 states.

In addition to the LBC encapsulant, the radiator work described in Section 4 of this Appendix A will involve a combination of mechanical and chemical stripping using CITRISTRIP, a biodegradable, non-caustic formula that is free of methylene chloride. The CITRISTRIP will be used prior to the LBC application to remove the existing paint from the radiators. CITRISTRIP can be used on wood, metal and masonry to remove latex and oil-based paint. The product can remove up to seven layers of latex paint and multiple layers of oil-based coatings with just one application. Odor is minimal such that the product can be used indoors.

The enclosure work relative to the floors and landings will be accomplished in the manner described in Section 4 of this Appendix A using Allure Ultra vinyl plank flooring. The Allure product features waterproof, shock-absorbent construction that provides resistance to skidding, staining, scratching and marking. It is a commercial grade wear layer that is designed for floating installation over most subfloor materials.

The enclosure relative to the stairs will be accomplished by attaching 24" x 8" vinyl tread material in the manner described in Section 4 of this Appendix A.

The enclosure work on the exterior of the building at 186-88 Sackett Street and 21/23 Frederick Street will be accomplished by applying vinyl siding to the exterior of the building.

3. Standard of Care

- a.** The SEP shall be performed in accordance with the Rhode Island Lead Regulations [R23-24.6-PB], including but not limited to, all notification, work practice, waste handling, clean-up, and clearance inspection requirements set forth in Part V (Sections 11-14); the federal regulations set forth in 40 C.F.R. Part 745, Subpart E and L (together, the "Renovation Repair and Painting Rule" or "RRP Rule"); and the U.S. Department of Housing and Urban Development Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (2012) (hereafter "HUD Guidelines"). All work shall also be performed in accordance with the manufacturers' specifications and instructions for the materials and products used.
- b.** All work required by the SEP shall be performed by a "Lead Hazard Control Firm" as that term is defined in the Rhode Island Lead Regulations. Only licensed "Lead Safe Remodeler/Renovators," as that term is defined in the Rhode Island Lead Regulations, shall perform work related to this SEP.

4. Process

a. **Start Work Notification:**

If a "Start Work Notification," as described in Part V, Section 13 of the Rhode Island Lead Regulations, is required for work performed in fulfillment of the SEP, PRP shall provide EPA with a copy of that notification at the same time it submits such notification to the Rhode Island Department of Health.

b. **Work**

As stated in Section 3(c) of this Appendix B, all work required by the SEP shall be performed in accordance with the Rhode Island Lead Regulations, HUD Guidelines, and the manufacturers' specifications and instructions for material and products used, including, but not limited to the specific requirements and procedures outlined below.

Encapsulation – Ceilings, Walls, Railings, Banisters, Doors, and Porches

- All encapsulation work shall be performed in accordance with Part V, Section 14 of the Rhode Island Lead Regulations and consistent with Chapter 13 of the HUD Guidelines as well as the manufacturers' specifications and instructions for material and products used, including, but not limited to, the following processes:
 - Common area surfaces that are proposed for encapsulation will first receive a surface inspection to confirm there is no peeling, flaking or spalling. An adhesion tape test will then be performed on all surfaces to be coated in order to determine whether the existing paint system is stable and well-adhered.
 - Upon the passing of the tape test, the surface will be cleaned and prepared using a concentrated cleaner for lead dust removal.
 - Loose paint will be removed by wet scraping.
 - All surfaces with glossy lead-based paint will be roughened using deglossing materials. For chemically resistant surfaces, wet sanding may be needed.
 - The area for which the LBC is proposed will then be patch tested.
 - Upon successful completion of the patch test, the LBC will be applied.

Encapsulation – Radiators

- All radiator work will performed in accordance with Part V, Section 14 of the Rhode Island Lead Regulations and consistent with Chapter 13 of the HUD Guidelines as well as the manufacturers' specifications and instructions for material and products used, including, but not limited to, the following processes:
 - Workers shall wear protective clothing, including hats, goggles, rubber gloves and respirators with HEPA filters. Protective clothing shall be removed at the

end of each day and kept at the site to prevent workers from tracking dust and paint chips to other parts of the site or to their homes.

- All workers will be required to wash their hands and face often, especially before eating and at the end of the day.
- All waste material shall be collected at the end of each work day and disposed of consistent with local environmental regulations as hazardous waste.
- To refinish the radiators, PRP will both strip the existing paint by mechanical methods, followed by a chemical stripper.
- Loose paint and scale will be removed using a stiff wire radiator brush.
- Tougher areas will be removed by tapping a ball peen hammer to loosen the paint bond.
- The radiator will be vigorously brushed again with a stiff wire brush to remove the remaining paint. A wire brush on a rotating drill may be used if the worker is protected and working in an isolated area.
- Following the mechanical stripping, a non-methylene chloride paint stripper (CITRISTRIP) will be applied using a stiff bristle brush.
- Strips of plastic wrap will be applied over the stripper to prevent evaporation and will remain on the surface for the manufacturer's recommended amount of time.
- At the expiration of that time period, the plastic wrap will be removed and the paint sludge will be removed using small chisels and brushes.
- The surface will be rinsed with mineral spirits and allowed to dry.
- A primer paint will be applied using a brush and allowed to dry in accordance with manufacturers' recommendations.
- Two top coats of LBC will then be applied, and allowed to dry in accordance with manufactures' recommendations.
- The entire surface will be sanded with fine-grit sandpaper followed by a stiff bristle brush to remove dust from the surface.
- Using brushes, the radiator will be painted the desired color for the ornament and allowed to dry.
- When the first coat is dry, the entire radiator will be painted. While this second coat of paint is still tacky, a clean cloth or sponge will be used to wipe the ornament only to expose the paint color below.

Enclosure – Landings, Floors and Stairs

- All enclosure work shall be performed in accordance with Part V, Section 14 of the Rhode Island Lead Regulations and consistent with Chapter 12 of the HUD Guidelines as well as the manufacturers' specifications and instructions for material and products used, including, but not limited to, the following processes:
 - Landings will be covered with a product manufactured by *Allure Flooring*. The Allure Flooring product will completely cover the landing surface.

- Stair surfaces will be prepared by removing loose dirt and paint and removing defective paint. Then a fresh coat of paint will be applied. A vinyl stair tread, which has a “bull nose” to protect the front of the step, will then be nailed down. The tread measures 2 feet in length and is 8 inches wide.

Enclosure - Exterior Vinyl Siding - 186-88 Sackett Street and 21/23 Frederick Street

- All enclosure work shall be performed in accordance with Section 14 of the Rhode Island Lead Regulations and consistent with Chapter 12 of the HUD Guidelines as well as the manufacturers’ specifications and instructions for material and products used, including, but not limited to, the following processes:
 - The exterior areas that are to be enclosed will be labeled with a warning regarding the presence of lead-based paint.
 - Prefinished vinyl siding, having a life expectancy of at least 20 years, will be installed over the exterior walls.
 - Before applying the siding, a building wrap system using breathable cloth such as Tyvek® will be implemented and all joints will be sealed with silicone or urethane sealers to ensure that dust particles cannot migrate through the vinyl siding system.
 - All siding panels, components and trim shall be installed in accordance with manufacturers’ recommendations using appropriate fastening devices for proper anchorage.

c. Clean-Up

- All clean-up work shall be performed in accordance with Part V, Section 14 of the Rhode Island Lead Regulations and consistent with Chapter 14 of the HUD Guidelines, including but not limited to the following:
 - At the end of each work day, the work area will be cleaned. The area will be HEPA-vacuumed for dust and debris and wet wiped or mopped. Alternatively, when consistent with applicable state and federal regulations and guidelines, after being misted with water, the work area may be swept up, collected and properly disposed of in trash bags.
 - Upon completion of SEP work at each property, final cleaning procedures will be implemented consistent with the applicable state and federal regulations and guidelines, including but not limited to, procedures for decontamination and cleaning/removal of protective sheeting and the wet cleaning of all surfaces with a concentrated cleaner for lead dust removal.

d. Post-Work Inspection

Immediately upon completion of the work required by the SEP for each property listed in Appendix B, PRP shall hire a licensed Environmental Lead Inspector or Environmental Lead Inspector Technician as defined in the Rhode Island Lead Regulations to conduct a

clearance inspection for that property to certify that the common areas of the property meet or exceed the environmental lead standards set forth in Part III, Section 6 of the Rhode Island Lead Regulations. PRP shall provide the above certification in the form of a "certification of acceptable clearance status" (form PBLC-27) stating that the area meets the environmental lead standards set forth in Section 6 of the Rhode Island Lead Regulations or a "certification of lead safe status" (form PBLC-15). PRP shall also submit to EPA copies of any supporting data and/or documentation for the clearance inspection certifications, including, but not limited to, sampling locations and results.

5. EPA's Right of Inspection

EPA may inspect the properties identified in Appendix B at any time during the performance of this SEP, including before work commences, in order to determine that the work specified herein is being or has been performed as required. In addition, unless waived in writing, EPA reserves the right to conduct a final inspection of all properties to confirm completion of the SEP.

6. Management Plan

PRP will develop and implement a written management plan to ensure that the mitigation work required by this SEP remains intact. The management plan shall require PRP to visually inspect all enclosure, encapsulation, and other work required by this SEP on an annual basis. PRP shall provide EPA with a copy of the management plan with the SEP Completion Report. For two years thereafter, PRP shall provide EPA with an annual statement certifying that it has completed the visual inspection required by the management plan and attesting to the condition of the work performed in fulfillment of this SEP. Such certification shall be sent to:

Ronnie Levin
Mail Code: OES 05-04
US EPA Region I- New England
5 Post Office Square
Boston, MA 02109-3912

7. Eligible Costs and Documentation

- a. **Eligible costs:** Eligible SEP costs include the cost of materials and labor actually incurred in completing the Scope of Work set forth in this Appendix A as well the costs of post-work inspections conducted by an independent licensed lead inspector as required by Section 4(d) of this Appendix A. Overhead costs, including but not limited to, cost mark-ups on materials or labor and/or time spent by Respondent supervising, administering, managing, or overseeing the SEP, are not costs eligible for SEP credit. The costs of repairs or improvements that do not mitigate lead-based paint hazards are not eligible for SEP credit. Costs incurred by Respondent and/or its employees to

obtain certifications required by the federal Renovation Repair and Painting Rule, 40 C.F.R. Part 745, Subparts E and L, and/or the Rhode Island Lead Regulations, Part V (Sections 11-14), to perform work in fulfillment of the SEP are not eligible for SEP credit.

- b. Documentation:** Acceptable documentation of SEP costs includes invoices, purchase orders, or other documentation that specifically identifies and itemizes the individual costs of the goods and/or services required for completion of the SEP provided, however, that such documentation is accompanied by proof of payment. In addition, “acceptable documentation” of labor costs incurred in completing the SEP shall include a copy of the appropriate state and federal tax forms documenting that all wages were reported as required to any applicable state and federal taxing authority. 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 has been made. Where the SEP Progress or Completion Report includes costs that are not eligible for SEP credit, those costs must be clearly identified as such.

8. Schedule

PRP shall complete the SEP on the following schedule:

a. Certification

As stated in Section 3(b) of this Appendix A, all work performed in fulfillment of this SEP shall be performed by a “Lead Hazard Control Firm” as that term is defined in the Rhode Island Lead Regulations. Only licensed “Lead Safe Remodeler/Renovators,” as that term is defined in the Rhode Island Lead Regulations, shall perform work related to this SEP. If PRP intends to perform the SEP with in-house personnel, PRP shall provide evidence of all necessary certification within thirty (30) days of the effective date of the CAFO. If PRP is unable to provide EPA with the necessary certification within thirty (30) days of the effective date of the CAFO, PRP will commence work on the schedule below using an outside contractor.

b. Commencement of Work

The proposed SEP work shall begin no later than forty (40) days after the effective date of the CAFO.

c. SEP Progress Reports

PRP will submit SEP Progress Reports on or before September 1, 2013, March 1, 2014, June 1, 2014, September 1, 2014, and March 1, 2015, PRP shall submit SEP Progress Reports to

EPA, in the manner specified by Paragraph 21 of the CAFO. The SEP Progress Reports shall contain the following:

- i. A summary of the SEP work completed during the relevant reporting period – i.e., between the effective date of the CAFO and the first Progress Report, or, in the case of subsequent Progress Reports, a summary of the SEP work completed since the last Progress Report;
- ii. Before and after photographs of the work done during the reporting period;
- iii. A summary of the SEP costs incurred during the reporting period with all supporting documentation as described in Section 7(b) of this Appendix A;
- iv. Copies of all inspection and clearance reports and/or certifications issued during the reporting period, along with copies of underlying data providing inspection and clearance sampling locations, inspection and clearance sampling results, and documentation of analytical quality assurance/quality control;
- v. Written documentation establishing that the individuals who performed the SEP work during the reporting period and any clearance inspections and sampling were authorized to perform such work in accordance with the Rhode Island Lead Regulations and 40 C.F.R. Part 745, Subparts E and L; and
- vi. The certification language provided in Paragraph 24 of the CAFO.

d. SEP Completion

PRP shall complete all work described in this Appendix A and Appendix B within two (2) years of the effective date of this CAFO. Within thirty (30) days of completing the SEP work, PRP shall submit a SEP Completion Report containing the following information:

- i. A description of **all** work completed in fulfillment of the SEP.
- ii. A summary of **all** SEP costs incurred in completion of the SEP, with supporting documentation as described in Section 7(b) of this Appendix A, above, not already submitted with previous Progress Reports;
- iii. Before and after photographs not already submitted with previous Progress Reports;
- iv. Copies of all inspection and clearance reports and/or certifications issued, along with copies of underlying data providing inspection and clearance sampling locations, inspection and clearance sampling results, and documentation of analytical quality assurance/quality control not already submitted with previous Progress Reports;
- v. Written documentation establishing that the individuals who performed the SEP work and clearance inspections and sampling since the last Progress Report, or not previously submitted to EPA, were authorized to perform such work in accordance with Rhode Island Lead Regulations and 40 C.F.R. Part 745, Subparts E and L; and

- vi. Certification that PRP has completed the SEP in compliance with all applicable laws and regulations identified in Section 3 of this Appendix A and the terms of this CAFO;
- vii. A description of any operating problems encountered and the solution thereto; and
- viii. A copy of the management plan described in Section 6 of this Appendix A.
- ix. The certification language provided in Paragraph 24 of the CAFO.

In itemizing the costs in the SEP Completion Report as well as all Progress Reports, Respondents shall clearly identify and provide acceptable documentation for all eligible SEP costs. Where the SEP Completion Report or Progress Report includes costs not eligible for SEP credit, those costs must be clearly identified as such. For purposes of this paragraph, "eligible SEP costs" and "acceptable documentation" are defined by Paragraphs 22 of the CAFO and Sections 7(a) and 7(b) of this Appendix A.

APPENDIX B - SEP: List of Properties
and Projects - TSCA 01-2012-0055

**TABLE 1
COMMON AREAS**

36 BERGEN ST
6/8LEAH ST
83 STERLING AVE
94 WEBSTER AVE
70/72 ARMINGTON AVE
14 BRYANT ST
77 CAMDEN AVE.
132/134 CLEVELAND ST
57 FAIRMOUNT AVE
53 FAIRMOUNT AVE
59 FAIRMOUNT AVE
14 GROTON ST
26 HOLLIS STREET
28 HOLLIS STREET
47 HOME AVE
80 PLENTY ST
54 REGENT AVE
1 WARE CT
88 LAWN AVE
37 BERGEN ST
59 ELMWOOD AVE
122/124 HAMILTON ST
27/29 HANOVER ST
9 LEAH ST
8 MAWNEY STREET
134/136 PROGRESS AVE
16 UNIT ST
97 ALVERSON AVE
16 BENEDICT ST
21/23 FREDERICK ST
26/28 GILMORE ST
31 GILMORE ST
41/43 HARRISON ST
157/159 PEACE ST
42/44 REDWING ST
67/69 RIVER AVE
186/188 SACKETT ST
38/40 SEABURY ST
41 MARIETTA ST
16 FRUIT ST
156 PARADE ST

**TABLE 2
RADIATORS**

736 Manton Ave.
36 Armington Ave.
973 Atwells Ave.

**TABLE 3
PORCHES**

21/23 Frederick Street
47 Home Street
67/69 River Street
134/136 Progress Ave.
156 Parade Street
16 Benedict Street
122/124 Hamilton St.
80 Plenty Street
38/40 Seabury Street

**TABLE 4
EXTERIOR SIDING**

21/23 Frederick Street
186/188 Sackett Street

(enclosed back porch)