

EPA ENFORCEMENT ACCOUNTS RECEIVABLE CONTROL NUMBER FORM FOR ADMINISTRATIVE ACTIONS

This form was originated by Wanda I. Santiago for Sarah Meeks
Name of Case Attorney

5/26/10
Date

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

Case Docket Number TSCA-01-2009-0105

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:

Michael Perugini
84 Harrison Drive
Wolcott, CT 06716

Total Dollar Amount of Receivable \$ 2,140 Due Date: 6/24/10

SEP due? Yes No Date Due _____

Installment Method (if applicable)

INSTALLMENTS OF:

1ST \$ _____ on _____

2nd \$ _____ on _____

3rd \$ _____ on _____

4th \$ _____ on _____

5th \$ _____ on _____

For RHC Tracking Purposes:

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

TO BE FILLED OUT BY LOCAL FINANCIAL MANAGEMENT OFFICE:

IFMS Accounts Receivable Control Number _____

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

_____ Phone Number



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 1

5 POST OFFICE SQUARE, SUITE 100
BOSTON, MA 02109-3912

RECEIVED

2010 MAY 26 A 2:41

NS

HAND DELIVERED

May 26, 2010

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

RE: In the Matter of: Michael Perugini; Docket No. TSCA-01-2009-0105

Dear Ms. Santiago:

Enclosed for filing are the original and one copy of the fully executed Consent Agreement and Final Order in the Matter of Michael Perugini. I have sent by certified mail a copy of the Agreement to Mr. Perugini on May 26, 2010, and the certificate of service is also enclosed.

Please contact me at 617-918-1438 with any questions.

Sincerely,

A handwritten signature in cursive script that reads "Sarah Meeks".

Sarah Meeks
Enforcement Counsel

Enclosures

In the Matter of Michael Perugini
Docket No. TSCA-01-2009-0105

CERTIFICATE OF SERVICE

I certify that the foregoing **Consent Agreement and Final Order** was sent to the following persons, in the manner specified, on the date below:


Original and one copy
hand-delivered:

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

Copy by certified mail,
return receipt requested:

Michael Perugini
84 Harrison Drive
Wolcott, CT 06716

Dated: 5/26/10


Sarah Meeks
Enforcement Counsel
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100 (OES04-3)
Boston, MA 02109-3912
Tel: (617) 918-1438
Fax: (617) 918-0438
Email: meeks.sarah@epa.gov

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION I

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_____))
IN THE MATTER OF:))
))
Michael Perugini))
))
Respondent))
))
Proceeding under Section 16(a) of the))
of the Toxic Substances Control Act,))
42 U.S.C. § 2615(a)))
_____))

CONSENT AGREEMENT AND
FINAL ORDER

Docket Number:
TSCA-01-2009-0105

CONSENT AGREEMENT AND FINAL ORDER

This is a Consent Agreement and Final Order (“CAFO” or “Consent Agreement”) to resolve alleged violations of Section 409 of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. § 2689, and the Residential Lead Based Paint Hazard Reduction Act of 1992 (“the Act”), 42 U.S.C. § 4851 *et seq.* Complainant, the United States Environmental Protection Agency (“EPA”), having issued the Complaint referred to herein on September 23, 2009, against Respondent Michael Perugini, pursuant to Section 16(a) of TSCA; and Complainant and Respondent having agreed that settlement of this matter is in the public interest, and that entry of this CAFO without further litigation is the most appropriate means of resolving this matter;

NOW, THEREFORE, before the taking of any testimony, upon the pleadings, without adjudication of any issue of fact or law, and upon consent and agreement of the Parties, it is hereby Ordered and Adjudged as follows:

I. PRELIMINARY STATEMENT

1. EPA initiated this proceeding for the assessment of a civil penalty, pursuant to TSCA Section 16(a), 15 U.S.C. § 2615(a).

2. The Complaint alleges that Respondent violated Section 409 of TSCA, 15 U.S.C. § 2689, Section 1018 of the Act, 42 U.S.C. § 4852d, and the federal regulations promulgated thereunder, set forth in 40 C.F.R. Part 745, Subpart F (“Disclosure Rule”). The alleged violations took place during the lease of target housing units at various locations in Bristol, Connecticut.

3. This CAFO shall apply to and be binding upon Respondent, and his 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 they might have as to jurisdiction and venue, and, without admitting or denying the factual allegations contained in the Complaint, consents to the terms of this CAFO.

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

II. TERMS OF SETTLEMENT

6. Pursuant to TSCA Section 16(a), 15 U.S.C. § 2615(a), the Act, 42 U.S.C. §§ 4851 *et seq.*, and in light of the nature of the violations, Respondent’s agreement to perform a Supplemental Environmental Project (“SEP”), and other relevant factors, EPA has determined that an appropriate civil penalty to settle this action is in the amount of \$2,140.

7. Respondent consents to the issuance of this CAFO and consents for the purposes of settlement to the payment of the civil penalty cited in the foregoing paragraph and to the performance of the SEP. Respondent certifies that he is in compliance with all applicable requirements of the Act, TSCA, and the Disclosure Rule.

8. Not more than 30 days after the effective date of this CAFO, Respondent shall submit a cashier's or certified check, payable to the order of the "Treasurer, United States of America," in the amount of two thousand one hundred forty dollars, to:

U.S. Environmental Protection Agency
Fines and Penalties
Cincinnati Finance Center
P.O. Box 979076
St. Louis, MO 63197-9000

At the time of payment, Respondent shall send a notice of such payment, including copies of the check, to:

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

and

Sarah Meeks
Enforcement Counsel (OES04-3)
U.S. Environmental Protection Agency, Region 1
5 Post Office Square, Suite 100
Boston, MA 02109-3912

The check shall bear the case docket number, TSCA 01-2009-0105.

9. The penalty specified in paragraph 6 above, shall represent civil penalties assessed by EPA and shall not be deductible for purposes of Federal taxes. Failure to pay the penalty in full by its due date may subject Respondent to stipulated penalties as set

forth in paragraph 20 below, interest and late charges as set forth in paragraph 25 below, and a civil action to collect the assessed penalty pursuant to TSCA Section 16(a)(4), 15 U.S.C. § 2615(a)(4).

10. Respondent shall complete a window and door replacement SEP which the parties agree is intended to secure significant environmental or public health protection and improvements. These windows and doors are presumed to contain lead-based paint. The SEP shall be performed in accordance with the requirements and specifications and schedule set forth in the scope of work ("SOW") attached to this Consent Agreement as Attachment A and hereby incorporated into this Consent Agreement. The SEP shall be completed by June 1, 2012.

11. The total expenditure for the SEP shall not be less than \$20,360, in accordance with the specifications set forth in the SOW. However, because EPA is allowing a credit in the amount of \$3,450 for window replacements performed by Respondent in July 2008 at 372 Park Street, Bristol, Connecticut, the total future expenditure for the SEP shall not be less than \$16,910. Respondent shall include documentation of all expenditures made in connection with the SEP as part of the SEP Completion Report.

12. Respondent hereby certifies that as of the date of this CAFO, Respondent is not required to perform or develop the SEP by any federal, state or local law or regulation; nor is Respondent required to perform or develop the SEP by any other agreement, grant or as injunctive relief in this or any other case. Respondent further certifies that he has not received, and is not presently negotiating to receive, credit in any

other enforcement action for the SEP. Respondent shall not apply for and certifies he has not applied for and received any federal or state funds for the performance of the SEP.

13. Respondent shall submit a SEP Completion Report to EPA by July 1, 2012. The SEP Completion Report shall contain the following information:

- a. A detailed description of the SEP as implemented;
- b. A description of any operating problems encountered and the solutions thereto;
- c. Itemized costs, including invoices, cancelled checks, etc.;
- d. Certification that the SEP has been fully implemented pursuant to the provisions of this CAFO;
- e. A description of the environmental and public health benefits resulting from implementation of the SEP (with a quantification of the benefits and pollutant reductions, if feasible, including energy savings); and
- f. Certification that the individuals who performed the SEP and clearance sampling are authorized to perform such work under Connecticut law; and
- g. Certification that no federal or state tax returns filed or to be filed by Respondent contain or will contain deductions or depreciation for any expense associated with the SEP.

14. Respondent shall submit any additional reports required by the SOW to EPA in accordance with the schedule and requirements set forth in the SOW.

15. Respondent agrees that failure to submit the SEP Completion Report or any Periodic Report required by paragraphs 13 and 14 above, shall be deemed a violation of this CAFO and Respondent shall become liable for stipulated penalties pursuant to paragraph 20 below.

16. Respondent shall submit all notices and reports required by this CAFO to Sarah Meeks at the address in paragraph 8 by first class mail. In itemizing costs in the SEP Completion Report, Respondent 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 invoices, purchase orders, or other documentation that specifically identifies and itemizes the individual costs of the goods and/or services for which payment is being made. Canceled drafts do not constitute acceptable documentation unless such drafts specifically identify and itemize the individual costs of the goods and/or services for which payment is being made.

17. Respondent 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 seven days after a request for such information. In all documents or reports, including, without limitation, any SEP reports submitted to EPA pursuant to this CAFO, Respondent shall 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. After receipt of the SEP Completion Report described in paragraph 13 above, EPA will notify Respondent, in writing: (i) regarding any deficiencies in the SEP Completion Report itself along with a grant of an additional 30 days for Respondent to correct any deficiencies; or (ii) indicating that EPA concludes that the project has been completed satisfactorily; or (iii) determining that the project has not been completed satisfactorily and seek stipulated penalties in accordance with paragraph 20 below.

19. If EPA elects to exercise option (i) above, i.e., if the SEP Completion Report is determined to be deficient but EPA has not yet made a final determination about the adequacy of SEP completion itself, EPA shall permit Respondent the opportunity to object in writing to the notification of deficiency given pursuant to this paragraph within 10 days of receipt of such notification. EPA and Respondent shall have an additional 30 days from the receipt by EPA of the notification of objection to reach agreement on changes necessary to the SEP Completion Report. If agreement cannot be reached on any such issue within this 30 day period, EPA shall provide a written statement of its decision on the adequacy of the completion of the SEP to Respondent, which decision shall be final and binding upon Respondent. Respondent agrees to comply with any requirements imposed by EPA as a result of any failure to comply with the terms of this CAFO. In the event the SEP is not completed as contemplated herein, as

determined by EPA, stipulated penalties shall be due and payable by Respondent to EPA in accordance with paragraph 20.

20. In the event that Respondent fails to pay the penalty in a timely manner or fails to comply with any of the terms or provisions of this agreement relating to the performance of the SEP described in paragraph 10 above and the SOW, and/or to the extent that the actual expenditures for the SEP do not equal or exceed the cost of the SEP described in paragraph 11 above, Respondent shall be liable for stipulated penalties according to the provisions set forth below:

a. If Respondent fails to pay the full penalty amount by the date set forth in paragraph 8 above, Respondent shall pay a stipulated penalty in the amount of \$250 per day until full payment is received by EPA.

b. Except as provided in subparagraph (c) immediately below, for a SEP that has not been completed satisfactorily pursuant to this CAFO, Respondent shall pay a stipulated penalty to the United States in the amount of \$20,360, plus interest from the effective date of this CAFO.

c. If the SEP is not completed in accordance with paragraphs 10, 11 and the SOW, but Complainant determines that the Respondent: (i) made good faith and timely efforts to complete the project; and (ii) certifies, with supporting documentation, that at least 90 percent of the amount of money which was required to be spent was expended on the SEP, Respondent shall not be liable for any stipulated penalty.

d. If the SEP is completed in accordance with paragraphs 10, 11 and the SOW, but Respondent spent less than 90 percent of the amount of money required to be spent for the project, Respondent shall pay a stipulated penalty to the United States in the

amount of the difference between the full SEP expenditure required and the amount spent by Respondent plus interest from the effective date of this CAFO.

e. If the SEP is completed in accordance with paragraphs 10, 11 and the SOW, and the Respondent spent at least 90 percent of the amount of money required to be spent for the project, Respondent shall not be liable for any stipulated penalty.

f. For failure to submit the SEP Completion Report required by paragraph 13 above and any other periodic report required by this CAFO, Respondent shall pay a stipulated penalty in the amount of \$250 for each day after the day the report is due until the report is submitted.

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

22. Stipulated penalties for paragraph 20.a. and f. above 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.

23. Respondent shall pay stipulated penalties not more than 15 days after receipt of written demand by EPA for such penalties. Method of payment shall be in accordance with the provisions of paragraph 8 above. Interest and late charges shall be paid as stated in paragraph 25 below.

24. 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 Consent Agreement or of the statutes and

regulations upon which this Consent Agreement is based, or for Respondent's violation of any applicable provision of law.

25. 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. Any such non-payment penalty charge on the debt will accrue from the date the penalty payment becomes due and is not paid. 31 C.F.R. § 901.9(d).

26. 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 the Section 409 of the Toxics Substances Control Act, 15 U.S.C. § 2689, Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act, 42 U.S.C. § 4852d, and the regulations promulgated thereunder."

27. 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, nor shall it

be construed to constitute EPA approval of the equipment, materials or technology installed by Respondent in connection with the SEP undertaken pursuant to this Consent Agreement.

28. a. If any event occurs which causes or may cause delays in the completion of the SEP as required under this CAFO, Respondent shall notify Complainant in writing not more than seven days after the delay or Respondent's knowledge of the anticipated delay, whichever is earlier. The notice shall describe in detail the anticipated length of the delay, the precise cause or causes of the delay, the measures taken and to be taken by Respondent to prevent or minimize the delay, and the timetable by which those measures will be implemented. Respondent shall adopt all reasonable measures to avoid or minimize any such delay. Failure by Respondent to comply with the notice requirements of this paragraph shall render this paragraph void and of no effect as to the particular incident involved and constitute a waiver of the Respondent's right to request an extension of its obligation under this Consent Agreement based on such incident.

b. If the parties agree that the delay or anticipated delay in compliance with this agreement has been or will be caused by circumstances entirely beyond the control of Respondent and its contractors, the time for performance hereunder may be extended for a period no longer than the delay resulting from such circumstances. In such event, the parties shall stipulate to such extension of time.

c. In the event that EPA does not agree that a delay in achieving compliance with the requirements of this CAFO has been or will be caused by circumstances beyond the control of the Respondent and his contractors, EPA will notify

Respondent in writing of its decision and any delays in the completion of the SEP shall not be excused.

d. The burden of proving that any delay is caused by circumstances entirely beyond the control of the Respondent and his contractors shall rest with the Respondent. Increased costs or expenses associated with the implementation of actions called for by this agreement shall not, in any event, be a basis for changes in this CAFO or extensions of time under this paragraph. Delay in achievement of one interim step shall not necessarily justify or excuse delay in achievement of subsequent steps.

29. For federal and state income tax purposes, Respondent agrees that he will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the SEP.

30. This CAFO constitutes a settlement by EPA of all claims for civil penalties for the violations alleged in the Complaint. Nothing in this CAFO is intended to nor shall be construed to operate in any way to resolve any criminal liability of Respondent. Compliance with this CAFO shall not be a defense to any actions subsequently commenced pursuant to federal laws and regulations administered by EPA, and it is the responsibility of Respondent to comply with such laws and regulations.

31. 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.

32. Each party shall bear its own costs and attorneys fees in connection with the action resolved by this CAFO.

Signature page for Consent Agreement and Final Order

In the Matter of Michael Perugini

Docket Number: TSCA-01-2009-0105

For Complainant:



Joanna Jerison

Legal Enforcement Manager

Office of Environmental Stewardship

U.S. Environmental Protection Agency

Region I

Date: 5/19/10



Sarah Meeks

Enforcement Counsel

Office of Environmental Stewardship

U.S. Environmental Protection Agency

Region I

Date: 4/29/10

Signature page for Consent Agreement and Final Order
In the Matter of Michael Perugini
Docket Number: TSCA-01-2009-0105

For Respondent:



Michael Perugini

4-29-10

Date

In the Matter Of: Michael Perugini
Docket No.: TSCA-01-2009-0105

FINAL ORDER

The foregoing Consent Agreement is hereby approved and incorporated by reference into this Order. The Respondent, Michael Perugini, is 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.

May 24, 2010
Date

Jill Metcalf
Jill Metcalf
Acting Regional Judicial Officer

Statement of Work –Window and Door Replacement SEP

I. Project Summary and Statement of Environmental Value

Pursuant to the CAFO and this Statement of Work (“SOW”), Respondents shall spend \$16,910 over a two-year period to replace windows and doors in the following buildings:

353 Park Street, Bristol, CT (6 windows, 1 door);
198 Park Street, Bristol, CT (6 entry doors); and
62-24 Jacob Street, Bristol, CT (33 windows).

At approximately \$370 per window replacement and \$571 per door replacement (including labor and clearance sampling costs)¹, the SEP is expected to result in the replacement of 39 windows and 4 doors in the apartment units listed above. Old windows and doors are known to be a primary contributor to lead poisonings in residential settings because opening and shutting can abrade lead-based paint, creating lead-containing dust that can be ingested. The apartment buildings where work will be performed were built between 1900 and 1970 and are presumed to contain lead-based paint.

II. Requirements of Project

1. Respondent shall complete a window and door replacement project designed to protect tenants from potential lead-based paint hazards by replacing existing windows and doors in the above-listed buildings with new doors and energy efficient windows (rating less than 1.0). To the extent possible, Respondent shall prioritize the window and door replacement for multi-bedroom units and in any units where children or pregnant women are known to spend significant amounts of time. This SEP shall not fund the replacement of any windows or doors installed since 1978 (these are not suspected of having lead paint), nor any windows or doors in units that Respondent is required to abate by law.

2. The current value of the SEP is \$19,254. That amount, time adjusted for a two-year SEP performance period, is \$20,360. Respondent will receive a credit of \$3450 for replacement of windows suspected to contain lead paint at 372 Park Street in Bristol, Connecticut in July 2009. Thus, Respondent shall spend at least \$16,910 on the SEP.

3. Respondent shall perform the window and door replacement project in compliance with the project specifications below which are based on the federal Renovation, Repair and Painting Rule (“RRP Rule”) found at 40 C.F.R. 745.80 *et seq.*,

¹ If installation and clearance sampling costs are higher than expected due to the recent implementation of the federal Renovation, Repair and Painting Rule, the current estimate of 39 windows and 4 doors to be replaced for the SEP can be reduced to satisfy the SEP expenditure of \$16,910.00.

and EPA regulations set forth at 40 C.F.R. § 745.227 including the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (“HUD guidelines”). These project specifications meet or exceed Connecticut’s standards for replacement of these doors and windows.

a. Training and certification. Firms and individuals performing renovation work must be certified under the RRP Rule. To become a certified renovator, an individual must complete an appropriate course accredited by EPA;

b. Occupant protection. An EPA pamphlet titled *Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools* shall be provided to tenants in units or buildings where windows or doors are being replaced in advance of starting any work. Signs must be posted clearly defining the work area and warning persons to remain outside the work area as specified in the RRP Rule;

c. Containment. The work area must be isolated so that no dust or debris leaves the work area while the renovation is being performed as specified in Table 8.3 of the HUD guidelines;

d. Handling waste. Waste from renovation activities must be contained to prevent releases of dust and debris as specified in the RRP Rule;

e. Cleaning the work area. After each window or door replacement is completed all interior surfaces within 10 feet of the work area shall be HEPA vacuumed, wet washed, and HEPA vacuumed as specified in Table 8.3 of the HUD guidelines; and

f. Recordkeeping and reporting. All records necessary to demonstrate compliance with the RRP Rule shall be retained for a period of 3 years.

4. Following the window and door replacements, Respondent shall comply with the following clearance sampling protocol:

Respondent shall have an independent, certified dust sampling technician or risk assessor conduct post-abatement clearance sampling in accordance with requirements found at 40 C.F.R. 745.227(e)(8). The sampling must be conducted within 24 hours but not earlier than one hour after completing each window replacement. If the sample results are not below the clearance standards in 40 C.F.R. 745.227(e)(8), the area shall be re-cleaned until the samples are below the clearance standards.

5. Respondents shall complete the SEP according to the following schedule:

a. By December 1, 2010, Respondent shall submit its first semi-annual report. In addition to the information specified in paragraph 6 below, this semi-

annual report shall include information to demonstrate compliance with the Renovation, Repair and Painting Rule regarding the qualifications and training of the individuals chosen to conduct the window/door replacement work, and the clearance sampling;

- b. By June 1, 2011, Respondent shall have spent \$6,335 on the project and shall submit a second semi-annual report, containing the information specified in paragraph 6 below;
- c. By December 1, 2011, Respondent shall submit its third semi-annual progress report, containing the information specified in paragraph 6 below;
- d. By June 1, 2012, Respondent shall have spent the total amount of \$16,910 on the project; and
- e. By July 1, 2012, or within 30 days of completing the SEP, whichever is earlier, Respondent shall submit the SEP Completion Report, containing the information specified in paragraph 7 below.

6. The semi-annual progress reports, which Respondent shall submit pursuant to the schedule in paragraph 5 above, shall contain the following information:

- a. A list of the buildings and units in which windows and/or doors were replaced during that six month period. For each unit, indicate whether that unit has more than one bedroom and whether children under the age of 6 or pregnant women are known to reside or spend time in the unit;
- b. A summary of the SEP costs incurred during that six-month period, with costs itemized (documentation of these costs shall be provided at the end of the project, when Respondents submit their SEP Completion Report); and
- c. Clearance sampling reports for that six-month period, giving sampling locations, sample results, and documentation of analytical quality assurance/quality control.

7. By July 1, 2012 or within 30 days of completing the SEP, whichever date is earlier, Respondent must submit a SEP Completion Report containing the following information:

- a. A list of the buildings and units in which window and/or doors were replaced in the last six month period, and the number of doors and/or windows replaced in each unit;
- b. Description of the window and door replacement project as completed, including representative photographs;

- c. Any clearance sampling reports not already submitted in the semi-annual progress reports;
- d. Itemized costs of goods and services used to complete the window and door replacement project documented by copies of invoices, purchase orders, or canceled checks that specifically identify and itemize the individual costs of the goods and services;
- e. Itemized costs of services used to complete the lead clearance sampling documented by copies of invoices or canceled checks that specifically identify and itemize the costs of the services;
- f. Certification that the individuals who performed the window and door replacement project and the lead clearance sampling are authorized to perform such work in accordance with the Renovation, Repair, and Painting Rule;
- g. Certification that the Respondent has completed the window and door replacements and the lead clearance sampling in compliance with this CAFO and SOW;
- h. A statement that no tax returns filed or to be filed by Respondent will contain deductions or depreciations for any expense associated with the SEP; and
- i. A description of any operating problems encountered and the solutions thereto.

In itemizing its costs in the SEP Completion Report, Respondent 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 is being made. Canceled drafts do not constitute acceptable documentation unless such drafts specifically identify and itemize the individual costs of the goods and/or services for which payment is being made.

8. All reports submitted by Respondent must contain the certification language provided in paragraph 17 of the CAFO.

9. Respondent may request, in writing, EPA's permission to replace windows in target housing units that are suspected of having elevated levels of lead paint (a) instead of certain windows or doors identified in this SOW, or (b) in addition to the planned window and door replacements, if there is SEP money available after the completion of the window and door replacements in buildings owned by Respondent.