

EPA ENFORCEMENT ACCOUNTS RECEIVABLE CONTROL NUMBER FORM FOR ADMINISTRATIVE ACTIONS

This form was originated by Wanda I. Santiago for Yen P. Hoang 8/29/12
Name of Case Attorney Date

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

Case Docket Number TSCA -01-2012-0022

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:

Edward Franco 4/b/a El Paso Mgmt et al
15 Rutland Square
Brockton, MA 02301

Total Dollar Amount of Receivable \$ 4070 Due Date: 9/28/12

SEP due? Yes No Date Due 7/22/2013

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

NEW ENGLAND OFFICE
5 Post Office Square, Suite 100
Boston, Massachusetts 02109-3912

BY HAND

Date: August 29, 2012

Wanda I. Santiago
Regional Hearing Clerk
U.S. Environmental Protection Agency - Region 1
5 Post Office Square
Mail Code: ORA18-1
Boston, Massachusetts 02109-3912

RECEIVED
AUG 29 2012
EPA ORC
Office of Regional Hearing Clerk

RE: *In the Matter of Edward Franco d/b/a El Paso Management et al.*
Docket No. TSCA-01-2012-0022

Dear Ms. Santiago:

Please find enclosed for filing an original and one copy of the Consent Agreement and Final Order and Certificate of Service pertaining to the above-matter. The mailing addresses for the respondents are as follows:

Edward Franco d/b/a El Paso Management
15 Rutland Square
Brockton, Massachusetts 02301

80 Bragdon Realty Trust
Carmen R. Vasquez as Trustee
3 Farrington Lane
Canton, Massachusetts 02021

First West Fourth, LLC
Edward Franco, Manager
1372 Hancock Street, Suite 401
Quincy, Massachusetts 02169

Please do not hesitate to contact me at (617) 918-1171 should you have any questions regarding the enclosed.

Sincerely,

Yen P. Hoang

cc: Edward Franco d/b/a El Paso Management and as Manager for First West Fourth, LLC and Carmen Vasquez as trustee for 80 Bragdon Realty Trust
Sharon Hayes, EPA
Andrea Simpson, EPA

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 1

RECEIVED

AUG 29 2012

EPA ORC
Office of Regional Hearing Clerk

In the Matter of:)
)
Edward Franco)
d/b/a El Paso Management)
15 Rutland Square)
Brockton, MA 02301)
)
80 Bragdon Realty Trust)
Carmen R. Vasquez as Trustee)
3 Farrington Lane)
Canton, MA 02021)
)
First West Fourth, LLC)
1372 Hancock Street, Suite 401)
Quincy, MA 02169)
)
Respondents.)

Docket Number:
TSCA-01-2012-0022

**CONSENT AGREEMENT
AND FINAL ORDER**

Proceeding under Section
16(a) of the Toxic Substances
Control Act, 42 U.S.C.
§ 2615(a).

CONSENT AGREEMENT AND FINAL ORDER

1. Complainant, United States Environmental Protection Agency – Region 1 (“EPA”), having filed a civil administrative Complaint on April 2, 2012 against Respondents Edward Franco doing business as El Paso Management; 80 Bragdon Realty Trust with Carmen R. Vasquez as Trustee; and First West Fourth, LLC (“Respondents”) in accordance with the Consolidated Rules of Practice at 40 C.F.R. Part 22; and
2. 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;

3. 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

4. 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.

5. 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”), instances occurred when Respondents failed to:

- a. provide lessees with an EPA-approved lead hazard information pamphlet before they became obligated under their leases, in violation of 40 C.F.R. § 745.107(a)(1);
- b. disclose the presence of any known lead-based paint and/or lead-based paint hazards in target housing and/or provide available records or reports of such, in violation of 40 C.F.R §§ 745.107(a)(2) and/or (a)(4); and
- c. provide in leases, or as an attachment thereto, the Lead Warning Statement, in violation of 40 C.F.R. § 745.113(b)(1).

6. Pursuant to orders issued by EPA’s Regional Judicial Officer, the date for filing an Answer has been extended to August 20, 2012.

7. This CAFO shall apply to and be binding upon EPA and Respondents and Respondents' successors and assigns. Respondents stipulate that EPA has jurisdiction over the subject matter alleged in the Complaint and that EPA 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 and legal allegations contained herein and in the Complaint, consent to the terms of this CAFO as a settlement of the allegations raised by EPA in the Complaint and this CAFO.

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

II. TERMS OF SETTLEMENT

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

10. Pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a), in light of the nature of the violations, Respondents' agreement and EPA's consent – which is subject to the conditions set forth in Paragraph 16 below – that Respondents shall 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 four thousand and seventy dollars (\$4070).

11. Without admitting or denying the facts and violations contained herein, Respondents consent to the terms and the issuance of this CAFO, and consent to the payment of the civil penalty cited in the Paragraph 10 and, subject to the conditions in Paragraph 16, the performance of a SEP as described in Appendix A.

12. Within thirty (30) days of the date that the Regional Judicial Officer signs the Final Order, Respondents shall submit a cashier's or certified check, payable to the order of the "Treasurer, United States of America" in the amount of four thousand and seventy dollars (\$4070) to:

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

Respondents shall also, at the time of the payment, forward copies of the check to:

Wanda Santiago
Regional Hearing Clerk
U.S. EPA, Region 1
5 Post Office Square, Suite 100
Mail Code: ORA18-1
Boston, MA 02109-3912

and

Yen Hoang
Office of Regional Counsel
U.S. EPA, Region 1
5 Post Office Square, Suite 100
Mail Code: ORA17-1
Boston, MA 02109-3912

The payment check shall note the docket number of this case ("TSCA-01-2012-0022").

Interest and late charges, if applicable, shall be paid as specified in Paragraph 14 below.

13. The civil penalty specified in Paragraphs 10 and 12 above shall represent civil penalties assessed by EPA and shall not be deductible for purposes of federal and state taxes.

14. Pursuant to 31 U.S.C. § 3717, EPA is entitled to assess interest and penalties on debts owed to the United States as well as a charge to cover the cost of

processing and handling a delinquent claim. Interest will therefore begin to accrue on the civil 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 penalty charge of six (6) percent per year compounded annually will be assessed on any portion of the debt that remains delinquent more than ninety (90) days after final 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 valid.

15. Subject to Paragraph 16, Respondents shall complete a lead removal SEP as described in Appendix A, which the Parties agree is intended to secure significant environmental or public health protection and improvements.

16. The Parties agree that EPA's consent to Respondents' performance of the SEP described in Appendix A for the purposes of this settlement is contingent on both of the following conditions:

- a. Respondents shall obtain, by November 20, 2012, the requisite permit(s) to convert the building described in Appendix A into residential housing;
and
- b. Respondents shall convert the building described in Appendix A into residential housing upon completion of the SEP.

17. Subject to Paragraph 16, Respondents shall complete the SEP according to the requirements and schedules in Appendix A, which are incorporated by reference and

enforceable by this order and agreement. The total expenditure for the SEP shall not be less than \$36,600. The SEP shall be completed by July 22, 2013.

18. Respondents hereby certify that they (a) are not required to perform or develop the SEP by any federal, state, or local law or regulation; (b) are 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) have not received, or 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.

19. Respondents hereby certify that Respondents are not 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 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.

20. 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 violations of Section 1018 of the Residential Lead Based Paint Hazard Reduction Act of 1992 and regulations promulgated thereunder."

21. Appendix A contains deadlines for semi-annual progress reports, interim SEP expenditures, and a SEP completion report. Respondents agree that failure to meet such deadlines without the prior approval of EPA shall be deemed a violation of this CAFO, and Respondents shall become liable for stipulated penalties as provided in Paragraph 26 below.

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

Alma Padilla
U.S. EPA, Region 1
5 Post Office Square, Suite 100
Mail Code: OES05-4
Boston, MA 02109-3912

and

Yen Hoang
Office of Regional Counsel
U.S. EPA, Region 1
5 Post Office Square, Suite 100
Mail Code: ORA17-1
Boston, MA 02109-3912

23. **EPA's Right to Inspect:** Respondents agree that EPA may inspect the property at which the SEP is being conducted at any time in order to confirm that the SEP is being undertaken in conformity with the representations made herein.

24. **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:

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

25. **EPA's Acceptance of the SEP Completion Report:**

- a. After receipt of the SEP Completion Report described in Paragraph 21 above 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 26 herein.
- b. If EPA elects to exercise option (iii) of Subparagraph 25(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 26 below;
- ii. Repeat any deficient work; and/or
- iii. If specific tasks set forth in Appendix A were not performed, to perform such work.

EPA shall provide Respondents with notice of any such requirements, in writing.

26. **Stipulated Penalties:** Respondents shall pay EPA stipulated penalties in the following amounts for each failure to fully and timely comply with the following requirements:

- a. For failure to obtain by November 20, 2012 the requisite permit(s) to convert the building described in Appendix A into residential housing, Respondents shall pay \$36,600 plus interest accrued from the effective date of this CAFO;
- b. For failure to have converted the building described in Appendix A into residential housing upon completion of the SEP, Respondents shall pay \$36,600 plus interest accrued from the effective date of this CAFO;
- c. For failure to submit the SEP Completion Report after giving effect to any extensions of time granted by EPA, Respondents shall pay \$250 per day from the date the report was due until the date the report is submitted;

- d. For failure to submit the semi-annual progress reports after giving effect to any extensions of time granted by EPA, Respondents shall pay \$200 per day from the date the report was due until the date the report is submitted;
- e. For completely or substantially failing to implement the SEP in accordance with Appendix A, Respondents shall pay \$36,600 plus interest accrued from the effective date of this CAFO;
- f. If EPA determines that Respondents made good faith efforts to complete the SEP in accordance with Appendix A, but Respondents incur SEP costs of less than \$32,940 (reflecting 90 percent of the amount of money required to be spent for the SEP), Respondents shall pay a stipulated penalty equal to the difference between \$32,940 and the amount of the SEP costs actually incurred, plus interest accrued from the effective date of this CAFO.

27. 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.

28. Respondents shall pay stipulated penalties within fifteen (15) days after receipt of written demand by EPA. Respondents shall pay interest on any stipulated penalty, or portion thereof, that is not paid within fifteen (15) days 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 12 and 14 above.

29. Payment of stipulated penalties shall be in addition to any other relief available under federal law. EPA may, in its sole discretion, decide not to seek stipulated penalties or to waive any portion of the stipulated penalties that accrue pursuant to this CAFO.

30. 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 agreement or of the statutes and regulations upon which this agreement is based, or for Respondents' violation of any applicable provision of law.

31. This CAFO shall not relieve Respondents of their 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's approval of the equipment, technology, or material installed by Respondents in connection with the SEP undertaken pursuant to this Agreement.

32. **Force Majeure:** If any event occurs which causes or may cause delays in the completion of the SEP as required under this CAFO, Respondents shall notify EPA in writing not more than ten (10) days after the delay or Respondents' 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 Respondents to prevent or minimize the delay, and the timetable by which those measures will be implemented.

- a. The Respondents and their contractors shall adopt all reasonable measures to avoid or minimize any such delay. Failure by Respondents 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 Respondents' right to request an extension of its obligation under this CAFO based on such incident.
- b. If the Parties agree that the delay or anticipated delay in compliance with this CAFO has been or will be caused by circumstances entirely beyond the control of Respondents and their contractors, the time for performance hereunder shall 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 the 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 Respondents and their contractors, EPA will notify Respondents 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 Respondents and their contractors shall rest with the Respondents. Increased costs or expenses associated with the implementation of actions called for by this CAFO shall not, in any event, be a basis for changes in this CAFO or extensions of time under

Subparagraph 32.b. Delay in achievement of one interim step shall not necessarily justify or excuse delay in achievement of subsequent steps.

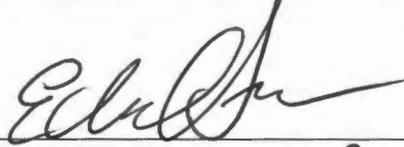
33. Respondents agree that the “Force Majeure” provision at Paragraph 32 above shall not apply to requirements set forth in Paragraph 16 nor to the stipulated penalties set forth in Subparagraphs 26(a) and (b).

34. This CAFO constitutes a settlement by EPA of the claims set forth in the EPA Complaint for civil penalties 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.

35. Each undersigned representative of the parties to this CAFO certifies that he or she is fully authorized by the party or parties represented to enter into the terms and conditions of this CAFO and to legally bind that part or those parties to it.

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

For Respondents Edward Franco d/b/a El Paso Management;
80 Bragdon Realty Trust; and First West Fourth, LLC

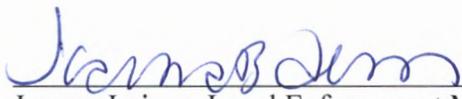


Date: 8/9/12

Print Name: EDWARD
FRANCO

Title: OWNER

For Complainant U.S. EPA, Region 1



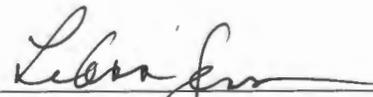
Date: 8/22/12

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

FINAL ORDER

Pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a), and in accordance with 40 C.F.R. Part 22, the foregoing Consent Agreement, including Appendix A, is hereby approved and incorporated by reference into this Final Order. The Respondents are ordered to comply with the terms of the above Consent Agreement. This Final Order shall become effective today.

Date: August 29, 2012



LeAnn Jensen
Acting Regional Judicial Officer
U.S. EPA, Region 1

APPENDIX A - SUPPLEMENTAL ENVIRONMENTAL PROJECT SCOPE OF WORK

1. Description of Project

Pursuant to this project, Respondents shall, by July 22, 2013, spend a minimum of \$36,600 to remove lead-based paint at 150 West Fourth Street, South Boston, Massachusetts. This building, a former warehouse constructed in 1901, has eight (8) windows, 24 support columns and associated metal flanges, and four (4) metal door frames which are known to contain lead-based paint.

The work plan for this SEP shall include approximately:

- a. \$ 2,200 for replacing 8 windows,
- b. \$ 3,100 for replacing 4 door frames,
- c. \$ 49,500 for removing lead from 24 columns,
- d. \$ 6,000 for replacing metal flanges atop the columns, and
- e. \$ 900 for deleading reinspection(s), lead dust monitoring, and clearance of each work area after completion of work in accordance with Massachusetts lead law.

The Parties understand that in order to obtain the Massachusetts Full Deleading Compliance Letter, Massachusetts law requires Respondents to perform a comprehensive lead inspection of this building before any deleading work can begin. The cost of any such inspection shall not be included in the SEP costs enumerated above.

The lead-based paint in the above areas could contribute to lead poisonings in residential settings because: (1) loose lead-based paint on the support columns and associated metal flanges could flake off and produce ingestible lead-contaminated dust; (2) opening and closing doors and windows can abrade lead-based paint, creating ingestible lead-contaminated dust; (3) the paint around windows are exposed to the elements, which can lead to flaking and chipping; and (4) children can mouth the columns, door frames, and windows. Accordingly, removal of lead-based paint from support columns and replacement of metal flanges, windows and door frames finished with lead-based paint can help reduce the risk of lead poisonings in residential housing.

2. Standard of Care

- a. Respondents shall perform this SEP in compliance with all applicable Massachusetts regulations, including but not limited to 105 C.M.R. § 460.000 and 454 C.M.R. § 22.00.
- b. Respondents shall perform this SEP in compliance with all applicable requirements for Class I Deleading Projects in the Massachusetts regulations at 454 C.M.R. § 22.12(1), including, but not limited to, all applicable general, work area preparation, clean-up, waste disposal, and lead-dust monitoring requirements.

- c. Only “Deleading Contractors” and “Deleader-workers,” as those terms are defined in the Massachusetts regulations at 454 C.M.R. § 22.02, shall perform work related to this SEP.
- d. A “Deleader-supervisor,” as that term is defined at 454 C.M.R. § 22.02, must be on site and in control of all work related to this SEP at all times when work is in progress.
- e. Deleading Reinspection(s) and Lead Dust Clearance – Following completion of the SEP, Respondents shall hire a Massachusetts-licensed inspector to perform deleading reinspection(s) in accordance with 105 C.M.R. § 460.760 and lead dust sampling and monitoring in accordance with 105 C.M.R. § 460.170 and 454 C.M.R. § 22.12(1)(e) and (f).
- f. Respondents shall meet the requirements of the Massachusetts regulations at 105 C.M.R. § 460.170 and 454 C.M.R. § 22.12 before occupancy.

3. Performance Schedule – Respondents shall complete the SEP on the following schedule:

- a. By November 20, 2012, Respondents shall obtain the requisite permit(s) to convert the building at 150 West Fourth Street, South Boston, Massachusetts to residential housing.
- b. By January 21, 2013, Respondents shall submit to EPA their first semi-annual progress report, which shall contain the information specified in paragraph 4 below.
- c. By March 20, 2013 and June 20, 2013, Respondents shall submit their second and third semi-annual progress reports, which shall contain the information specified in paragraph 4 below.
- d. By July 22, 2013, Respondents shall complete the SEP.
- e. By August 20, 2013, or within 30 days of completing the SEP, whichever date is earlier, Respondents shall submit the SEP Completion Report, containing the information specified in paragraph 5 below.

4. Progress Reports – The semi-annual progress reports required by subparagraphs 3(b) and (c) above shall contain the following information:

- a. A summary of the window, metal flange and door frame replacement activities, column lead-based paint removal activities, and activities to convert the building to residential housing completed during the reporting period;
- b. A summary of the SEP costs incurred during the reporting period, with costs itemized (documentation of these costs shall be provided at the end of the project, when Respondents submit their SEP Completion Report);
- c. Copies of all inspection, reinspection, and clearance sampling reports for the reporting period, giving: (i) inspection and clearance sampling locations, inspection, reinspection

and clearance sampling results, and documentation of analytical quality assurance/quality control, or (ii) certification that reinspection(s) in accordance with 105 C.M.R. § 460.760 and lead dust sampling and monitoring in accordance with 105 C.M.R. § 460.170 and 454 C.M.R. § 22.12(1)(e) were performed and the requirements at 105 C.M.R. § 460.170 and 454 C.M.R. § 22.12 were met; and

d. The certification language provided in Paragraph 24 of the CAFO.

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

- a. Acceptable documentation demonstrating that Respondents have completed or substantially performed onsite work to convert the building at 150 West Fourth Street, South Boston, Massachusetts into residential housing. For purposes of this paragraph, “acceptable documentation” includes, without limitation, representative photographs, executed contracts, diagrams, surveys, work orders, invoices, purchase orders, construction work packages, or other documentation that specifically identifies services and/or goods procured by Respondents for converting the abovementioned building into residential housing;
- b. Description of the column lead-based paint removal activities and window, metal flange and door frame replacement activities completed, including representative photographs;
- c. Any inspection or clearance sampling reports and data not already submitted in the semi-annual progress reports;
- d. Itemized costs of goods and services used to complete column lead-based paint removal and replacement of windows, door frames and metal flanges, 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 deleading reinspection(s) and clearance sampling and monitoring, 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 SEP and clearance sampling are authorized to perform such work in accordance with Massachusetts law;
- g. Certification that Respondents have completed the SEP in compliance with this CAFO;
- h. A statement that no federal or state tax returns filed or to be filed by Respondents have contained or will contain deductions or depreciations for any expense associated with the SEP;
- i. A statement that Respondents have not and will not seek rebates for the window or door purchases pursuant to any 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 24 of the CAFO.

In itemizing their 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 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.

In the Matter of: Edward Franco d/b/a El Paso Management et al.
Docket Number TSCA-01-2012-0022

CERTIFICATE OF SERVICE

I hereby certify that the foregoing Consent Agreement and Final Order ("CAFO") and Appendix A to said CAFO have been sent to the following persons on the date noted below:

Original and one copy
hand delivered:

Wanda Santiago
Regional Hearing Clerk
U.S. EPA Region 1
5 Post Office Square, Suite 100
Mail Code: ORA18-1
Boston, MA 02109-3912

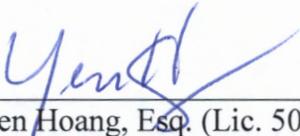
Copy by Certified Mail-
Return Receipt Requested

Edward Franco
d/b/a El Paso Management
15 Rutland Square
Brockton, Massachusetts 02301

80 Bragdon Realty Trust
Carmen R. Vasquez, Trustee
3 Farrington Lane
Canton, Massachusetts 02021

First West Fourth, LLC
Matera Vopat, Resident Agent
c/o Matera & Johnson, P.C.
1372 Hancock Street, Suite 401
Quincy, Massachusetts 02169

Date: 8/29/2012



Yen Hoang, Esq. (Lic. 5012398)
U.S. EPA, Region 1
5 Post Office Square, Suite 100
Mail Code: ORA17-1
Boston, MA 02109-3912
Email: Hoang.Yen@epamail.epa.gov