

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 2

-----X
: In the Matter of :
: :
: **Natelli Bros** : CONSENT AGREEMENT
: : AND
: : FINAL ORDER
: :
: Respondent : Docket No.
: : TSCA-02-2018-9171
: :
: Proceeding under Section 16(a) of :
: the Toxic Substances Control Act :
-----X

PRELIMINARY STATEMENT

This administrative proceeding for the assessment of a civil penalty is instituted pursuant to Section 16(a) of the Toxic Substances Control Act, 15 U.S.C. § 2615(a), as amended, ("TSCA" or "the Act"), and the "Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation, Termination or Suspension of Permits," 40 C.F.R. Part 22 (hereinafter "Consolidated Rules of Practice"). Pursuant to Section 22.13(b) of the Consolidated Rules of Practice, where the parties agree to settlement of one or more causes of action before the filing of an administrative complaint, a proceeding may be simultaneously commenced and concluded by the issuance of a Consent Agreement and Final Order pursuant to 40 C.F.R. §§ 22.18(b)(2) and (3).

Complainant and Respondent agree that settling this matter by entering into this Consent Agreement and Final Order ("CA/FO"), pursuant to 40 C.F.R. §§ 22.13(b), 22.18(b)(2) and

22.18(b)(3) of the Consolidated Rules of Practice, is an appropriate means of resolving this matter without further litigation.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

1. Respondent is Natelli Bros (“Respondent”).
2. Respondent’s primary place of business is located at 1 Dell Street, Old Bridge, NJ 08857.
3. Respondent is engaged in the business of residential construction, repair and improvement.
4. Respondent is a “firm” as that term is defined at 40 C.F.R. § 745.83. Respondent’s firm certification is NAT—F158519-2, issued March 20, 2018, and expiring on November 6, 2025.
5. Respondent is subject to the regulations and requirements pertaining to lead-based paint promulgated pursuant to Subchapter IV of TSCA, 15 U.S.C. §§ 401 – 412, 15 U.S.C. §§ 2681 – 2692, and set forth at 40 C.F.R. Part 745.
6. On or about June 26, 2015, representatives of the United States Environmental Protection Agency, Region 2 (“EPA”) performed an inspection (“EPA Inspection”) of the renovation activities being performed by Respondent at 17 Brook Side Road, Edison NJ 08817 (the “Property”). The Property is “target housing,” as that term is defined by Section 401 of TSCA, 15 U.S.C. § 2681, and 40 C.F.R. §745.103.
7. On or about July 1, 2015, EPA sent an Information Request Letter (“IRL”) to Respondent as part of EPA’s investigation of Respondent’s work practice standards while conducting renovations at the Property.
8. On or about October 27, 2015, Respondent submitted its response to EPA’s IRL.

9. Based on the EPA Inspection, Respondent's responses to the EPA IRL, and e-mail correspondence between the parties, EPA determined that the renovation work performed by Respondent at the Property was subject to the requirements set forth at 40 C.F.R. Part 745, Subpart E (the "Renovation, Repair and Painting (RRP) Rule").

10. Based on the above, EPA determined that Respondent failed to obtain initial certification from EPA, as required by 40 C.F.R. § 745.89(a).

11. EPA further determined that Respondent had failed to post signs clearly defining the work area and warning occupants (if any) and other persons not involved in renovation activities to remain outside the work area, as required by 40 C.F.R. § 745.85(a)(1).

12. EPA further determined that Respondent had failed to establish and maintain records of compliance, as required by 40 C.F.R. Part 745.87(b).

13. EPA further determined that Respondent had failed to assign a certified renovator, as required by 40 C.F.R. § 745.89(d)(2).

14. EPA further determined that Respondent had failed to cover the ground with plastic sheeting or other disposable impermeable material, as required by 40 C.F.R. § 745.85(a)(2)(ii)(C).

15. Respondent's failures to comply with the RRP Rule constitute violations of TSCA § 409, 15 U.S.C. § 2689, for which penalties may be assessed under TSCA § 16(a), 15 U.S.C. § 2615(a).

16. Subsequent to EPA's review of Respondent's IRL response, the parties had a series of discussions regarding the allegations. As a result of these discussions, the parties agreed to enter into this Consent Agreement.

17. On September 13, 2017, Respondent submitted financial information and documentation regarding its finances.

CONSENT AGREEMENT

Based on the foregoing, and pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a) and in accordance with the Consolidated Rules of Practice at 40 C.F.R. Part 22, it is hereby agreed by and between the parties hereto, and accepted by Respondent, that Respondent voluntarily and knowingly agrees to, and shall comply with, the following terms:

1. Respondent shall hereinafter maintain compliance with all applicable statutory provisions of TSCA, 15 U.S.C. § 2601 *et seq.* and its implementing regulations.
2. Respondent certifies that it is currently in compliance with the statutory provisions of Subchapter IV of TSCA, 15 U.S.C. §§ 401 – 412, 15 U.S.C. §§ 2681 – 2692 and the implementing regulations codified at 40 C.F.R. Part 745.
3. Respondent further certifies that:

The financial information and documentation it submitted to EPA on September 13, 2017, is accurate, complete, and not misleading. Respondent understands that EPA has relied on the accuracy of the financial information and documentation submitted by Respondent during the negotiation of the settlement. Respondent is aware that the submission of false or misleading information or documentation to the United States government may subject a person to separate civil and/or criminal liability. Respondent understands that EPA retains the authority to seek and obtain appropriate relief if EPA obtains evidence that the information or documentation and/or representations made to EPA regarding Respondent's finances is false or, in any material respect, inaccurate.
4. For the purposes of this Consent Agreement, Respondent: (a) admits that EPA has jurisdiction pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a), to commence a civil administrative proceeding for the violations described in the "Findings of Fact and Conclusions of Law" section, above; and (b) neither admits nor denies the specific factual allegations contained in the "Findings of Fact and Conclusions of Law" section, above.
5. Respondent hereby certifies that it has requested of EPA that payment of the \$2400 civil penalty be in installments because of the financial condition of Respondent, viz., a one-time payment of said amount would constitute a hardship for Respondent because of its cash

flow and the overall financial circumstances of Respondent at the time of execution of this Consent Agreement.

6. Respondent shall pay, by cashier's or certified check or electronic payment via Fedwire, a civil penalty in the amount of **TWO THOUSAND, FOUR HUNDRED DOLLARS (\$2,400)** to be paid in two equal installments of ONE THOUSAND TWO HUNDRED DOLLARS (\$1,200) as described in paragraph 7, below.

7. Payments must be received at the address listed in Paragraph 8, below, or the Fedwire must be received by the Federal Reserve Bank of New York, for the first payment, on or before thirty (30) calendar days from the date of the signature of the Final Order, which is located at the end of this CA/FO. (The date by which the payment must be received shall hereinafter be referred to as the "due date"). The second payment must be received on or before one hundred and eighty (180) calendar days from the date of the signature of the Final Order.

a. Failure to pay the full amount of the penalties, or any stipulated penalty demanded by EPA, according to the above provisions will result in the referral of this matter to the U.S. Department of Justice or the U.S. Department of the Treasury for collection or other appropriate action.

b. Further, if any payment is not received on or before its due date, interest will be assessed at the annual rate established by the Secretary of the Treasury pursuant to the Debt Collection Act, 31 U.S.C. § 3717, on the overdue amount from the due date through the date of payment. In addition, a late payment handling charge of \$15 will be assessed for each 30-day period (or any portion thereof) following the due date in which the balance remains unpaid.

c. A 6% per annum penalty also will be applied on any principal amount not paid within 90 days of the due date. Any such non-payment penalty charge on the debt will accrue from the date the penalty payment becomes due and is not paid.

8. If a payment is made by cashier's or certified check, such payment shall be payable to the "Treasurer of the United States of America." The check shall be identified with a notation of the name and docket number of this case, as set forth in the caption on the first page of this document. Such check shall be mailed to:

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

Alternatively, if Respondent chooses to pay by Fedwire, Respondent shall provide the following information to its remitter bank:

- 1) Amount of Payment;
- 2) SWIFT address: **FRNYUS33, 33 Liberty Street, New York, NY 10045;**
- 3) Account Code for Federal Reserve Bank of NY receiving payment: **68010727**
- 4) ABA number: **021030004;**
- 5) Field Tag 4200 of the Fedwire message should read: "**D68010727
Environmental Protection Agency**";
- 6) Name of Respondent: **Natelli Bros.;** and
- 7) Case Docket Number **TSCA-02-2018-9171.**

9. The civil penalty and any stipulated penalty provided for herein are "penalt[ies]" within the meaning of 26 U.S.C. § 162(f), and are not deductible expenditures for purposes of federal or state law.

10. Respondent has developed a Compliance Plan ("CP") addressing the following broad categories of compliance with TSCA and the regulations codified at 40 C.F.R. Part 745:

- a. Maintaining appropriate RRP firm certification(s) from USEPA;
- b. Training of Respondent employees, when applicable;

- c. Creation and retention of records of compliance;
- d. Meeting work practice standards for renovation projects; and
- e. Management of general contractor/subcontractor roles in renovation projects.

The CP also requires the use of a checklist for renovations regulated under the RRP Rule ("Checklist"). The CP is appended to this CA/FO as Attachment 1 and the Checklist as Attachment 2.

11. Respondent shall implement the CP, including use of the Checklist, at all target housing at which Respondent performs work covered by the provisions of 40 C.F.R. Part 745. Implementation of the Compliance Plan is intended as an adjunct to the requirements of 40 C.F.R. Part 745 and an aid to compliance therewith. Implementation and use of the Compliance Plan shall not be a substitute for compliance with the provisions of 40 C.F.R. Part 745 nor a defense to the failure to do so.

12. Starting upon the Effective Date of this CA/FO and for a period of one year from the effective date of this CA/FO, Respondent shall notify EPA in writing of upcoming renovations subject to the RRP Rule at least fourteen (14) days in advance of the beginning of each Renovation. In case of an emergency renovation, as defined by 40 C.F.R. § 745.82(b), the Covered Entities shall notify EPA in writing within forty-eight (48) hours of the Covered Entities' commencement of such an emergency renovation. All notifications shall include, at a minimum:

- (1) The complete address of any renovation job conducted or underway at the time of the report and the areas renovated or to be renovated (e.g., apartment number(s), common area, exterior);
- (2) The character of the renovation (e.g., multi-family apartment building, school building, conversion to housing);
- (3) The specific renovation work to be

performed; (4) Construction year of the building(s); (5) If a multi-family building, provide the number of floors and number of apartments per floor; (6) Whether the renovation Site was/will be occupied at the time of the Renovation; (7) The name, address and telephone number of the individual who was/will be the on-site certified renovator for the work and include a copy of his/her RRP training certificate; (8) The name, address, and telephone number of the building owner; and (9) the scheduled dates of work (including start date and projected finish date).

Notifications shall be sent via e-mail to the following:

Jerry Somma (Somma.Jerry@epa.gov)
Enforcement Officer
U.S. EPA – Region 2

13. Respondent shall pay a stipulated penalty of ONE THOUSAND DOLLARS (\$1,000) for each failure to submit the notification required by Paragraph 12, above.

14. All stipulated penalties are due and payable within thirty (30) calendar days of Respondent's receipt from EPA of a written demand for payment of the penalties. Payment of stipulated payments shall be made in the same manner as prescribed in Paragraphs 7 and 8, above, for payment of the civil penalty. Stipulated penalties shall accrue as provided above, regardless of whether EPA has notified Respondent of the violation or has made a demand for payment, but need only be paid upon demand.

15. EPA may, in the exercise of its sole discretion, waive or reduce any stipulated penalty due if Respondent has in writing demonstrated to EPA's satisfaction good cause for such action. If, after review of Respondent's submission pursuant to the preceding paragraph, EPA determines that Respondent failed to comply with the terms and conditions of this CA/FO and concludes that the demanded stipulated penalty(ies) is due and owing, and further EPA has not

waived or reduced the demanded stipulated penalty(ies), EPA will notify Respondent, in writing, of its decision regarding the stipulated penalty(ies). Respondent shall then, within thirty (30) days of receipt thereof, pay the stipulated penalty amount(s) indicated in EPA's notice. EPA may also in its discretion, *sua sponte*, decide not to demand stipulated penalties.

16. Delays:

a. If any unforeseen event occurs which causes or may cause delays in the submission of the notifications as required herein, Respondent shall notify EPA in writing within (7) days of the delay and explain in detail the cause(s) for such delay. 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 event involved and may constitute a waiver of 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 in the submission of the notification was caused by circumstances entirely beyond the control of Respondent, EPA will not enforce the stipulated penalty provision.

c. In the event that EPA does not agree that a delay in submitting the notification has been or will be caused by circumstances beyond the control of Respondent, EPA will notify Respondent in writing of its decision and any delays shall not be excused.

d. The burden of proving that any delay is caused by circumstances entirely beyond the control of Respondent shall rest with Respondent.

17. Except as otherwise specified in Paragraph 12, above, any responses, documentation, and other communication submitted in connection with this Consent Agreement shall be sent to:

Jerry Somma
Enforcement Officer
Pesticides and Toxic Substances Branch – Lead Team
Division of Enforcement and Compliance Assistance
U.S. Environmental Protection Agency – Region 2
2890 Woodbridge Avenue – MS 225
Edison, New Jersey 08837

and

Carl R. Howard, Esquire
Assistant Regional Counsel
Office of Regional Counsel
U.S. Environmental Protection Agency – Region 2
290 Broadway, 16th Floor
New York, New York 10007-1866

Unless the above-named EPA contacts are later advised otherwise in writing, EPA shall address any written future correspondence (including any correspondence related to payment of the penalty) to Respondent at the following address:

Ken Natelli
Natelli Bros
1 Dell Street
Old Bridge, NJ 08857

18. Full payment of the penalty described in paragraph 6, above, shall only resolve Respondent's liability for federal civil penalties for the violations described in paragraphs 10 through 14 in the above Findings of Fact and Conclusions of Law. Full payment of this penalty shall not in any case affect the right of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law.

19. Nothing herein shall be read to preclude EPA or the United States from pursuing appropriate injunctive or other equitable relief or criminal sanctions for any violation of the law.

20. Respondent has read the Consent Agreement, understands its terms, finds it to be reasonable, and consents to its issuance and its terms.

21. Respondent consents to the issuance of the accompanying Final Order.

22. Respondent agrees that all terms of settlement are set forth herein.

23. Respondent explicitly and knowingly consents to the assessment of the civil penalty as set forth in this Consent Agreement and agrees to pay the penalty in accordance with the terms of this Consent Agreement.

24. Respondent hereby waives its right to seek or to obtain any hearing pursuant to Subpart D of 40 C.F.R. Part 22 or other judicial proceeding on this Consent Agreement or on the Findings of Fact and Conclusions of Law herein or on the accompanying Final Order.

25. Respondent agrees not to contest the validity or any term of this Consent Agreement and Final Order in any action brought: a) by the United States, including EPA, to enforce this Consent Agreement or Final Order; or b) to enforce a judgment relating to this Consent Agreement and Final Order. Any failure by Respondent to perform fully any requirement herein will be considered a violation of this Consent Agreement and Final Order, and may subject Respondent to a civil judicial action by the United States to enforce the provisions of this Consent Agreement and Final Order.

26. Respondent waives any rights it may have to appeal this Consent Agreement and the accompanying Final Order.

27. This Consent Agreement and Final Order does not waive, extinguish, or otherwise affect Respondent's obligation to comply with all applicable federal, state, or local laws, rules, or regulations, nor shall it be construed to be a ruling on, or a determination of, any issue related to any federal, state or local permit. This Consent Agreement and Final Order does not waive, extinguish, or otherwise affect Respondent's obligation to comply with all applicable provisions of TSCA and the regulations promulgated thereunder.

28. The signatory for Respondent certifies that he or she is duly and fully authorized to enter into this Consent Agreement and all the terms and conditions set forth in this Consent Agreement.

29. Each party hereto agrees to bear its own costs and fees in this matter.

30. Respondent consents to service upon it of a copy of this Consent Agreement and Final Order by an EPA employee other than the Regional Hearing Clerk.

In the Matter of Natelli Bros.
Docket Number TSCA-02-2018-9171

Natelli Bros

RESPONDENT:

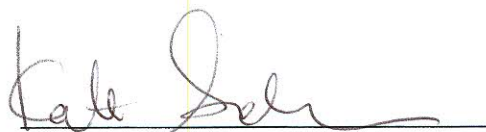
BY: 
(SIGNATURE)


NAME: Kenneth J Natelli
(PLEASE PRINT)

TITLE: owner

DATE: 8 5 18

COMPLAINANT:



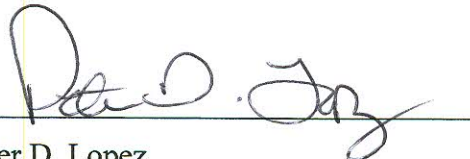
 Dore LaPosta, Director
Division of Enforcement and Compliance
Assistance
U.S. Environmental Protection Agency, Region 2
290 Broadway
New York, New York 10007-1866

DATE: **AUG 14 2018**

In the Matter of Natelli Bros.
Docket Number TSCA-02-2018-9171

FINAL ORDER

The Regional Administrator of the U.S. Environmental Protection Agency, Region 2, concurs in the foregoing Consent Agreement in the case of In the Matter of Natelli Bros, Docket Number TSCA-02-2018-9171. Said Consent Agreement, having been duly accepted and entered into by the parties, is hereby ratified, incorporated into, and issued as this Final Order. The effective date of this Order shall be the date of filing with the Regional Hearing Clerk of EPA - Region 2 (40 C.F.R. § 22.31(b)). This Final Order is being entered pursuant to the authority of 40 C.F.R. § 22.18(b)(3) and shall constitute an order issued under Section 16 of the Toxic Substances Control Act, 15 U.S.C. § 2615.



Peter D. Lopez
Regional Administrator
U.S. Environmental Protection Agency –
Region 2
290 Broadway, 26th Floor
New York, New York 10007-1866

Date: _____

8/19/18

Attachment 1

Natelli Brothers

LEAD PAINT REGULATIONS COMPLIANCE PLAN

I. Introductory Statement.

This Lead Paint Regulations Compliance Plan (“the Plan”) is being implemented in order to promote compliance by Respondent with the requirements for Residential Property Renovation, codified at Title 40 of the Code of Federal Regulations, Part 745, Subpart E, commonly known as the Renovation, Repair, and Painting (RRP) Rule. The Plan is designed to help ensure that covered companies and their employees, engaged in renovation activities involving residential “target housing” properties¹ where lead-based paint is, or may be, present, have the necessary guidance and/or training to conduct renovation activities in compliance with the RRP Rule.

IN THE EVENT OF ANY DISCREPANCY BETWEEN THE REQUIREMENTS IN THIS DOCUMENT AND THE RRP RULE, THE RRP RULE PREVAILS.

II. Objective.

The objective of the Plan is to ensure Respondent’s compliance with the RRP Rule. This Plan does not address compliance with the residential lead-based paint laws or regulations of other federal, state, or local agencies.

III. Applicability.

This Plan covers all Respondent employees, contractors and subcontractors working on projects involving the renovation or repair of property originally constructed prior to 1978. Note, that in addition to pre-1978 residential structures and child-occupied facilities, the conversion of

¹ “Target Housing” means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling. 40 C.F.R. §745.103.

any class of property (e.g., Commercial, Industrial, etc.) constructed prior to 1978 to residential use makes such property subject to the requirements of 40 C.F.R. Part 745 and this Plan.

IV. Procedures.

This document, created and adopted by Respondent, sets forth procedures which will address the following broad categories of compliance that apply to the Rule cited above: A) Obtaining and maintaining appropriate EPA RRP-Firm Certification(s); B) Training of Respondent employees, when applicable; C) Retention of records of compliance; and D) Managing general contractor/subcontractor roles for RRP Rule projects.

A. Firm certification(s).

RRP Rule - Respondent has obtained US EPA firm certification for the RRP Rule under certificate number NAT-F158519-2, issued on 03/20/2018, which expires on 11/06/2025.

B. Training of Respondent employees.

- 1. RRP Rule** - As the general contractor, whenever Respondent undertakes a project which is subject to the RRP Rule, it will assign an RRP Certified Renovator (appropriately trained individual who possesses a current Renovator certificate issued by an EPA-accredited training provider (school)) to that project. The assigned Certified Renovator may be an employee of Respondent, or of a subcontractor Respondent hires. This assigned Certified Renovator will be responsible, in part, for compliance with the RRP Rules for that project, and in that role must perform, and document, a number of specific RRP Rule compliance-related functions.

2. **Assigned Certified Renovator** - If Respondent chooses an employee as the assigned Certified Renovator, that employee must have Initial Renovator certification from an EPA-accredited training provider before such employee can serve the Certified Renovator function.

3. As of the date of this Compliance Plan, Lawrence Natelli, will be the individual certified as an RRP Renovator (R-I-74543-18-57852, expiring on, 2/2/2023) for Respondent. If Respondent is involved in multiple concurrent projects and it is necessary to have more than one assigned Certified Renovator, Respondent will be required to ensure the availability of a sufficient number of Certified Renovators to maintain proper coverage and insure compliance with the RRP Rule. If the only Certified Renovator on a specific project is the assigned Certified Renovator, then the Certified Renovator must train the other workers who are performing RRP work on the lead-safe work practices required by the RRP Rule. The Certified Renovator will create a record of this training, and Respondent will retain that record, as well as the other RRP records of compliance, including, but not limited to, the Checklist for Regulated Renovations, written acknowledgment(s) pertaining to receipt of the "Renovate Right" Pamphlet, and any testing results (e.g., if a lead-free determination has been made), which will be completed for each project covered by this Plan.

C. Records Retention.

Respondent will generate and maintain the following records of compliance with the RRP Rule:

- **Documentation that a certified renovator was assigned to the project;**
- **Documentation that a certified renovator provided OJT for workers used on the project and directed workers who performed all of the lead-safe work practices;**
- **Documentation that a certified renovator performed the post-renovation cleaning verification;**
- **If an emergency exists, documentation of the nature of the emergency and the provisions of the rule that were not followed;**
- **Signed and dated acknowledgements of receipt of the Renovate Right pamphlet from both owners and/or occupants;**
- **Documentation of results of testing performed by an inspector, risk assessor or certified renovator; and**
- **Documentation of any other provisions of the RRP Rule not specified above.**

Respondent will maintain these records for a minimum of 3 years after completion of a renovation. The maintenance of all such records shall be the responsibility of (1) Lawrence Natelli or (2) his designee, so long as the designee is a Certified Renovator in his or her own right. If the specified documents are maintained in hard copy, all such documents covering all projects with RRP Rule requirements, shall be maintained at Respondent's office located at 1 Dell Street Old

Bridge, NJ 08857, New Jersey, in a central file dedicated to RRP Rule documentation, with copies of the specified documents to be kept with the individual project files. If hard copy records are not maintained, the specified records shall be maintained in Respondent's database in a folder dedicated to RRP Rule documentation, with copies of the specified documents to be kept with the individual project files or folders. All electronic files containing the specified documents shall be backed up regularly and copies shall be maintained off-site, in the cloud or on some independent medium to prevent inadvertent loss or destruction of the data. Records shall be maintained in PDF format or another format to prevent modification of historical data. In the event of litigation, administrative investigation or action or other inquiries relating to Respondent's compliance with the RRP Rule, all relevant data shall be preserved and all routine document deletion programs and/or document destruction protocols shall be disabled or suspended until the completion of the litigation, administrative investigation or action or inquiry. Any and all records shall be submitted to EPA upon request.

D. Managing general contractor/subcontractor roles for projects subject to the RRP Rule.

1. When Respondent serves as the sole contractor, or as a subcontractor to another general contractor, Respondent will ensure RRP compliance (pre-renovation education, worker training, lead-safe work practices, record keeping, etc.), create and retain all records of compliance (and provide copies to whichever firm contracted the work to Respondent), as well as ensure information distribution ("Renovate Right" booklet

(<https://www.epa.gov/lead/materials-and-downloads-renovators-renovation-repair-and-painting>), etc.) to the owner (if different than Respondent) and/or tenants, as required/applicable.

2. Before Respondent subcontracts projects subject to the RRP Rule to another firm, Respondent will require proof that that firm is EPA-certified for RRP, that the subcontractor is using certified/trained workers as required/applicable, and that a specifically identified Certified Renovator individual employee of the subcontractor has been assigned as the Certified Renovator to satisfy the assigned Certified Renovator responsibilities. Upon commencement of the project Respondent will ensure all requirements of the RRP Rule are met and Respondent will require the subcontractor to provide Respondent with a copy of all records of compliance which Respondent will retain in its files for a minimum of 3 years after completion of the project.

E. Enhanced Checklist. In connection with any RRP Rule regulated projects undertaken by Respondent, Respondent will employ a “Checklist for Renovations Regulated by the Lead Renovation RRP Rule”, which is attached hereto as “**Attachment 2.**”

Natelli Brothers

LEAD PAINT REGULATIONS COMPLIANCE PLAN

Compliance Plan Authorization and Effective Date (attested by highest corporate officer)

Natelli Bros Painting
Contractor/subcontractor Name and Title

8 8 18
Date

[Signature]
Signature of Authorized Officer

8/8/18
Date

Kenneth J Natelli
Print Name of Authorized Officer

Title

Attachment 2

CHECKLIST FOR RENOVATIONS REGULATED BY THE LEAD RENOVATION, REPAIR, AND PAINTING (RRP) RULE

CHECKLIST FOR RENOVATIONS REGULATED BY THE RRP RULE

THE PURPOSE OF THIS FORM IS TO DOCUMENT COMPLIANCE WITH THE U.S. ENVIRONMENTAL PROTECTION AGENCY'S LEAD RENOVATION, REPAIR, AND PAINTING RULE ("RRP RULE"), 40 C.F.R. § 745.80, *et seq.*, OR ANY APPLICABLE U.S. EPA-AUTHORIZED STATE OR TRIBAL PROGRAM

REGULATING LEAD-BASED PAINT SAFE WORK PRACTICES.
IN THE EVENT OF ANY DISCREPANCY BETWEEN THE REQUIREMENTS IN THIS DOCUMENT AND THE RRP RULE, THE RRP RULE PREVAILS.

General Project Information:

Property Address: _____

City

State

Zip

Contractor/subcontractor firm name and certification number (copy of the firm certificate must be on file with Respondent)

Firm Name

Certification Number

Assigned certified renovator name & certification number (copy of training certificate must be available on the work site and attached to this checklist):

Renovator Name

Certification Number

Brief description of Renovation Project (include painted surfaces disturbed and estimated size):

Did the contractor/subcontractor obtain a written determination from a certified inspector or risk assessor that lead-based paint was not present on the components affected by the renovation?

Yes and a copy of the determination is attached to this checklist. (Form is COMPLETE. Sign Certification on last page.)

No (Continue to Next Section, "Lead Testing Information")

**CHECKLIST FOR RENOVATIONS
REGULATED BY THE RRP RULE**

LEAD TESTING INFORMATION:

Were EPA or applicable state recognized lead test kits used by certified renovator on each and every component (for example, each window to be replaced must be tested unless it is assumed to have lead-based paint) to determine whether lead was present on components affected by renovation?

Yes *NIA*

Identify workers and kits used and describe components tested, sampling locations and results below. Follow the lead test kit directions completely when testing components. Document paint chip sampling using the template on the following page and attach any laboratory results.

Certified Renovator Name	Certification Number

Attach additional sheets as needed.

Test Kit Manufacturer and Model	Date of Testing	Component and Location Tested	Result

Attach additional sheets as needed.

Note -- Each window to be replaced must be tested unless it is assumed to have lead-based paint. See EPA Guidance for appropriate surfaces to test on each window/window assembly.

**CHECKLIST FOR RENOVATIONS
REGULATED BY THE RRP RULE**

General Information	
Name of Property Owner: _____	
Address: _____	
City: _____	State: _____ Zip code: _____ Contact#: () _____
Email: _____	
Renovation Information	
Renovation Address: _____ Unit#: _____	
City: _____	State: _____ Zip code: _____
Certified Firm Name: _____	
Address: _____	
City: _____	State: _____ Zip code: _____ Contact #: () _____ - _____
Email: _____	
Certified Renovator Name: _____	
Date Certified _____ / _____ / _____	

For each sample collected, fill out all of the following information:

Sample Identifier: _____

Sample Collector Name: _____

Sampling Location: _____

Sampling site description: _____ Date of Collection: / /

Sample Dimensions (cm): _____ Calculate Sample Area (cm²): _____

*NLLAP-recognized entity and location: _____

*National Lead Laboratory Accreditation Program

Attach additional sheets as necessary.

Submission date: / / Results: _____ Result Date: _____

- Was lead-based paint determined to be present on the components affected by the renovation?
- Yes** (Continue to Next Section, "Notification, Work Practices, and Recordkeeping").
 - Presumed to be present on the components affected by the renovation (Continue to Next Section, " Notification, Work Practices, and Recordkeeping").
 - No** (Form is COMPLETE, complete and sign Certification on last page.)

**CHECKLIST FOR RENOVATIONS
REGULATED BY THE RRP RULE**

NOTIFICATION, WORK PRACTICES, AND RECORDKEEPING:

(40 C.F.R. Parts §§ 745.84-745.86 or applicable state program)

Please acknowledge one of the following:

- Signed and dated acknowledgments of receipt of the Renovate Right pamphlet from, as applicable: owners and, if not owner-occupied, adult occupants of dwelling units, owners of multi-unit housing for renovations in common areas; and owners and adult representatives of child-occupied facilities are attached to this checklist;

OR

- Certificates of mailing of the Renovate Right pamphlet to the following, as applicable: owners and, if not owner-occupied, adult occupants of dwelling units; owners of multi-unit housing for renovations in common areas; and owners and adult representatives of child-occupied facilities are attached to this checklist.

OR

- Certificates of attempted delivery of the Renovate Right pamphlet to adult occupants of dwelling units or adult representatives of child-occupied facilities are attached to this checklist.

Comments on pamphlet delivery (*i.e.*, obstacles encountered and how they were addressed):

If the Renovation Project involved a common area of a multi-unit building, was a signed statement describing the steps taken to notify all occupants of multi-unit housing of the renovation activities, to provide the Renovate Right pamphlet to all occupants, and to inform of any changes to the renovation activities, obtained and attached?

Yes Not Applicable (N/A)

If the Renovation Project was performed in a child-occupied facility, was a signed statement describing the steps taken to notify all parents and guardians of children using child-occupied facilities of the renovation activities, to provide the Renovate Right pamphlet, and to provide a copy of the records showing compliance with the RRP Rule and any dust clearance sampling reports obtained and attached?

Yes N/A

NOTIFICATION, WORK PRACTICES, AND RECORDKEEPING: continued

If applicable, certified renovator provided training to workers on (check all that apply):

- Posting warning signs
- Maintaining containment
- Setting up plastic containment barriers
- Avoiding spread of dust to adjacent areas
- Waste handling
- Post-renovation cleaning

List Names of workers trained (attach a copy of any records documenting which elements were taught to each worker):

Certified Renovator posted signs defining work area to keep others out of renovation work area. Warning signs were posted at entrance to work area.

___ Yes ___ **NIA**

Work area contained to prevent spread of dust and debris? (Check all that apply)

(INTERIOR)

- All objects in the work area were removed or covered.
- HVAC ducts in the work area were closed and covered.
- Windows and doors in the work area were closed and sealed.
- Floor surfaces covered by plastic extending 6 feet from work area.
- Doors in the work area were closed and sealed.
- Doors that must be used in the work area were covered to allow passage but prevent spread of dust.
- Floors in the work area were covered with taped-down plastic.

(EXTERIOR)

- Windows in and within 20 feet of the work area were closed.
- Doors in and within 20 feet of the work area were closed and sealed.
- Ground was covered by plastic extending 10 feet from work area - plastic anchored to building and weighed down by heavy objects.

- If necessary, vertical containment was installed if property line prevents 10 feet of plastic ground cover, or if necessary to prevent migration of dust and debris to adjacent property.

NOTIFICATION, WORK PRACTICES, AND RECORDKEEPING: (continued)

Please acknowledge the following if applicable:

None of the prohibited and restricted work practices was employed.

___ Yes ___ *N/A*

Waste was contained on-site and while being transported off-site.

___ Yes ___ *N/A*

Work site was properly cleaned after renovation (check all that apply):

___ Yes ___ *N/A*

- All chips and debris were picked up, protective sheeting misted, folded dirty side inward, and taped for removal;
- Plastic sheeting misted, folded dirty side inward, and taped for removal; and
- Work area surfaces, walls, and objects were cleaned using HEPA vacuum and/or wet-cloths or mops (interiors).

Certified renovator performed post-renovation cleaning verification. Describe results, including the number of wet and dry cloths used:

OR

If dust clearance testing was performed instead of cleaning verification, the sample results were below clearance standards and a copy of the report was provided to property owners and, if not owner-occupied, adult occupants of residential dwellings or adult representatives of child-occupied facilities and posted in common areas of any multi-unit housing. A copy of the results is attached to this checklist.

___ Yes ___ *N/A*

Name(s) of dust sampling technician, inspector, or risk assessor, if used (attach copies of their certification to this checklist):

If the renovation is an emergency renovation under the RRP Rule, describe in detail the nature of the emergency, the work that was done, and document the provisions of the RRP Rule that were not followed and the post-renovation cleanup.:

CONTRACTOR/SUBCONTRACTOR CERTIFICATION

I, the undersigned contractor/subcontractor, certify under penalty of law that the above information is true and complete, and do hereby certify that I have complied with all requirements of the Lead Renovation, Repair, and Painting Rule ("RRP Rule"), 40 C.F.R. § 745.80, et seq., and/or any applicable state laws or program regulating lead-based paint safe work practices, including compliance with all information distribution, notice requirements and work practice standards in performing this Renovation Project. I certify that I have provided the occupants (if any) of the Property to be Renovated, with all documentation required to be supplied under the RRP Rule and/or state program, shall retain all records required by law for at least 3 years or longer if required by state law, and shall provide copies to EPA of all the records required to be retained by the RRP Rule or applicable state program upon request. I have provided _____ with a completed copy of this Renovation Recordkeeping Checklist and all associated documentation to support its contents.

Contractor/subcontractor Name and Title

Date

Signature of Authorized Officer

Date

Print Name of Authorized Officer

Title

In the Matter of Natelli Bros.
Docket Number TSCA-02-2018-9171

CERTIFICATE OF SERVICE

I certify that I have on this day caused to be sent the foregoing Consent Agreement and Final Order, bearing the above-referenced docket number, in the following manner to the respective addressees below:

Original and one copy by hand to:

Office of the Regional Hearing Clerk
U.S. Environmental Protection Agency
290 Broadway, 16th Floor
New York, New York 10007-1866

Copy by Certified Mail Return Receipt Requested:

Ken Natelli, Owner
Natelli Bros.
1 Dell Street
Old Bridge, New Jersey 08857

Dated: 8/22/18
New York, New York

Lynn Khary