

AMENDMENT TO SETTLEMENT AGREEMENT
REGARDING PETITIONS FOR REVIEW OF EPA'S
"Lead; Renovation, Repair, and Painting Program; Final Rule"

WHEREAS, on August 24, 2009, Petitioners Sierra Club, et al., Petitioners New York City Coalition to End Lead Poisoning, et al., (collectively "Petitioners"), and Respondent United States Environmental Protection Agency ("EPA;" collectively, EPA and the Petitioners are referred to herein as the "Parties") entered into a settlement agreement ("Agreement") resolving Petitioners' petitions for review of EPA's "Lead; Renovation, Repair, and Painting Program; Final Rule," 73 Fed. Reg. 21692 (April 22, 2008); and

WHEREAS, Paragraph 9 of the Agreement provides that the Parties may modify any deadline or other term of the Agreement in writing; and

WHEREAS, Paragraphs 8.b. and 8.c. of the Agreement provide that EPA will propose and take final action on certain rules applicable to renovation activities in non-residential buildings (the "Exterior Proposal" and "Interior Proposal"); and

WHEREAS, pursuant to Paragraphs 8.c.(1) and (2) of the Agreement, the deadline for the Interior Proposal was originally July 1, 2013; and

WHEREAS, pursuant to Paragraph 8.c.(4) of the Agreement, EPA extended the deadline for the Interior Proposal until July 1, 2015; and

WHEREAS, Paragraph 8.c.2 of the Agreement provides that the Exterior and Interior Proposals may be combined into one rulemaking proposal, and

WHEREAS, the Parties are now agreed that the Exterior and Interior Proposals and final action on those Proposals should be combined into a single rulemaking concerning non-residential buildings, and that further modifications should be made to certain terms and deadlines of the Agreement and subsequent modifications thereto,

NOW, THEREFORE, the Parties agree as follows:

1. Paragraph 8.b. of the Agreement, and any subsequent modification thereto, is hereby stricken. EPA shall have no obligation to make a separate Exterior Proposal, and any deadlines for signing or taking final action on such a proposal are hereby abolished.

2. Paragraphs 8.c.(2) and (3) of the Agreement are hereby stricken and replaced with the following text:

8.c.(2) Unless EPA notifies Petitioners that it has concluded that renovation activities in pre-1978 public and commercial buildings do not create a lead-based paint hazard, EPA agrees to sign, on or before July 1, 2015, a Notice of Proposed Rulemaking that will propose work practice standards applicable to renovation activities in pre-1978 public and commercial buildings that create a lead-based paint hazard (the "Public and Commercial Buildings Proposal").

8.c.(3) On or before the date that is eighteen months after the Public and Commercial Buildings Proposal is published in the Federal Register, EPA shall take final action on the Public and Commercial Buildings Proposal, which may include signature of a final rule by the Administrator of EPA.

3. On or before December 31, 2012, EPA shall announce that it will hold a public meeting to discuss information that EPA may consider in developing the Public and Commercial Buildings Proposal. The announcement shall identify types of information of interest for developing the Proposal, which may include but are not limited to:

(a) Information concerning the manufacture, sale, and uses of lead-based paint after 1978.

(b) Information concerning the use of lead-based paint in and on public and commercial buildings.

(c) Information concerning the frequency and extent of renovations on public and commercial buildings.

(d) Information concerning work practices used in renovation of public and commercial buildings.

(e) Information concerning dust generation and transportation from exterior renovations of public and commercial buildings.

4. On or before July 31, 2013, EPA shall convene a public meeting to discuss information that may be used in developing the Public and Commercial Buildings Proposal. No later than two weeks before this meeting, EPA shall release a discussion guide for the meeting, which shall include a summary of information received in response to the meeting announcement.

5. On or before May 31, 2014, EPA shall either

(a) publish a notice requesting Small Entity Representatives (SER) to participate in a Small Business Advocacy Review Panel (SBAR), or

(b) notify petitioners of the status and expected publication date (if available) of such a notice.

6. EPA shall make its best efforts to ensure that SERs are selected and a pre-panel outreach meeting is held on or before July 31, 2014. If SERs are not selected and a pre-panel outreach meeting is not held on or before that date, EPA shall notify petitioners of the status of the selection process and the expected date (if available) for selecting SERs and holding a pre-panel outreach meeting.

7. EPA shall make its best efforts to ensure that an SBAR panel is convened on or before August 29, 2014. If a panel is not convened on or before that date, EPA shall notify petitioners of the status of the panel process and the expected date (if available) for convening an SBAR panel.

8. On or before July 31, 2014, EPA shall notify petitioners whether EPA's existing analytical work concerning adult health benefits from avoided lead exposure has been completed and, if not, when EPA anticipates this work will be completed. If EPA determines that the results of the analytical work appear sufficient to support use of adult health benefits from avoided lead exposure in Agency rulemakings, EPA will use its best efforts to have the results peer reviewed and will notify Petitioners when such peer review (if any) is expected to be complete.

9. It is hereby expressly understood and agreed that this Amendment was jointly drafted by the Petitioners and EPA. Accordingly, the Parties hereby agree that any and all rules of construction to the effect that ambiguity is construed against the drafting Party shall be inapplicable in any dispute concerning the terms, meaning, or interpretation of this Amendment.

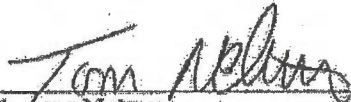
10. Except as expressly modified herein, the Settlement Agreement, and all of its terms and provisions, shall remain unchanged and in full force and effect. This Amendment may be executed in any number of counterpart originals, each of which shall be deemed to constitute an original agreement, and all of which shall constitute one agreement. The execution of one counterpart by any Party shall have the same force and effect as if that Party had signed all other counterparts.

11. Each undersigned representative of the Parties to this Amendment certifies that he or she is fully authorized by the Party to enter into and execute the terms and conditions of this Amendment, and to legally bind such Party to this Amendment.

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For New York Petitioners

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