



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5  
77 WEST JACKSON BOULEVARD  
CHICAGO, IL 60604-3590

SEP 21 2007

REPLY TO THE ATTENTION OF:

LC-8J

CERTIFIED MAIL

Receipt No. 7001 0320 0006 0185 8801

Michael R. Spallato  
Ranger Properties LLC  
4500 6<sup>th</sup> St.  
Kenosha, WI 53144

Consent Agreement and Final Order, Docket No. **TSCA-05-2007-0018**

Dear Mr. Spallato:

I have enclosed a copy of an original fully executed Consent Agreement and Final Order in resolution of the above case. This document was filed on September 21, 2007, with the Regional Hearing Clerk.

The civil penalty in the amount of \$2,179 is to be paid in the manner prescribed in paragraphs 34, 35 and 36. Please be certain that the number **BD** 2750747X017 and the docket number are written on both the transmittal letter and on the check. Payment is due by October 22, 2007 (within 30 calendar days of the filing date).

Thank you for your cooperation in resolving this matter.

Sincerely,

A handwritten signature in cursive script that reads "Estrella Calvo".

Estrella Calvo  
Pesticides and Toxics Compliance Section

Enclosures

cc: Marcy Toney, Regional Judicial Officer/C-14J (w/Encl.)  
Alan Walts, ORC/C-14J (w/Encl.)  
Eric Volck, Cincinnati Finance/MWD (w/Encl.)

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5**

<b>In the Matter of:</b>	)	<b>Docket No. TSCA-05-2007-0018</b>
<b>Ranger Properties LLC</b>	)	<b>Proceeding to Assess a Civil Penalty</b>
<b>Kenosha, Wisconsin</b>	)	<b>under Section 16(a) of the Toxics</b>
<b>Respondent.</b>	)	<b>Substances Control Act,</b>
	)	<b>15 U.S.C. § 2615(a)</b>

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**Consent Agreement and Final Order  
Preliminary Statement**

1. This is an administrative action commenced and concluded under the authority vested in the Administrator of the United States Environmental Protection Agency (U.S. EPA) by Section 16 (a) of the Toxic Substances Control Act (TSCA), 15 U.S.C. § 2615(a) and Sections 22.13(b) and 22.18(b)(2) and (3) of the “Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits” (Consolidated Rules) as codified at 40 C.F.R. Part 22 (2006).
2. The Complainant is, by lawful delegation, the Director of the Land and Chemicals Division, U.S. EPA, Region 5.
3. The Respondent is Ranger Properties LLC with a place of business at 4500 6th Street, Kenosha, Wisconsin 53144.
4. Where the parties agree to settle one or more causes of action before the filing of a Complaint, the administrative action may be commenced and concluded simultaneously by the issuance of a Consent Agreement and Final Order (CAFO). 40 C.F.R. § 22.13(b) (2006).
5. The parties agree that settling this action without the filing of a Complaint or the

adjudication of any issue of fact or law is in their interest and in the public interest.

6. Respondent consents to entry of this CAFO and the assessment of the specified civil penalty, and agrees to comply with the terms of the CAFO.

### **Statutory and Regulatory Background**

7. Section 1018 of Title X, Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. 4852d, requires the Administrator to promulgate regulations for the disclosure of lead-based paint hazards in target housing which is offered for sale or lease.

8. Under 42 U.S.C. § 4852d, on March 6, 1996, U.S. EPA promulgated regulations at 40 C.F.R. Part 745, Subpart F, Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards Upon Sale or Lease of Residential Property (Disclosure Rule).

9. The Disclosure Rule implements the provisions of 42 U.S.C. § 4852d, which impose certain requirements on the sale or lease of target housing.

10. 40 C.F.R. § 745.103 defines “target housing” as 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.

11. 40 C.F.R. § 745.103 defines “lessor” as any entity that offers target housing for lease, rent, or sublease, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations.

12. 40 C.F.R. § 745.103 defines “lessee” as any entity that enters into an agreement to lease, rent or sublease target housing, including, but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations.

13. 40 C.F.R. § 745.103 defines “owner” as any entity that has legal title to target housing, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations, except where a mortgagee holds legal title to property serving as collateral for a mortgage loan, in which case the owner would be the mortgagor.

14. 40 C.F.R. § 745.100 requires, among other things, that a lessor of target housing complete the specified disclosure activities before a lessee is obligated under any contract to lease target housing.

15. 40 C.F.R. § 745.113(b) requires that each contract to lease target housing include as an attachment or within the lease itself a lead warning statement; a statement by the lessor disclosing the presence of any known lead-based paint and/or lead-based paint hazards or lack of knowledge of such presence; a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the target housing or a statement that no such records exist; a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3) and the Lead Hazard Information Pamphlet; and signatures and dates of signatures of the lessor and lessee certifying the accuracy of their statements.

16. Under 42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.118(e), failure to comply with the Disclosure Rule is a violation of Section 409 of TSCA, 15 U.S.C. § 2689, which subjects the violator to civil penalties under Section 16(a) of TSCA, 15 U.S.C. § 2615(a), 40 C.F.R. § 745.118(f), and 42 U.S.C. § 4852d(b)(5).

#### **Stipulated Facts**

17. Beginning on at least March 5, 2001 and continuing at least through February 2006, Respondent has owned the following residential rental property located at 811 60<sup>th</sup> Street,

Kenosha, Wisconsin (the Residential Rental Property).

18. The Residential Rental Property identified in paragraph 17 was constructed prior to 1978.

19. The Residential Rental Property identified in paragraph 17 and each rental unit within such property is “target housing” as defined in 40 C.F.R. § 745.103.

20. Respondent, as owner and lessor of the Residential Rental Property, offered for lease the Residential Rental Property identified below, and entered into the following seven written agreements to lease (“Rental Contracts”) with individuals on the dates indicated:

<b>Address</b>	<b>Unit</b>	<b>Date of Lease</b>
811 60 <sup>th</sup> Street	1 East	05/22/2002
“	2 East	08/06/2003
“	1 West	11/22/2002
“	1 West	05/07/2003
“	2 West	04/04/2002
“	2 West	10/18/2002
“	3 West	01/01/2003

21. Each of the 7 Rental Contracts referenced in the table in paragraph 20, above, covered a term of occupancy greater than 100 days.

22. Respondent is a “lessor,” as defined by 40 C.F.R. § 745.103, since he has offered the target housing referenced in paragraph 20, above, for lease.

23. Each individual who signed a lease to pay rent in exchange for occupancy of a unit at the Residential Rental Property, became a “lessee,” as defined in 40 C.F.R. § 745.103, since he or she entered into an agreement to lease target housing.

24. The Director of the Land and Chemicals Division has determined that the Respondent has violated the Federal regulations regarding the disclosure of lead-based paint and/or lead-based paint hazards, 40 C.F.R. Part 745, and therefore violated Section 409 of TSCA, 15 U.S.C. § 2689.

### **Alleged Violations**

25. Respondent did not include, within or as an attachment to the Rental Contract, a Lead Warning Statement before the lessees at 811 60<sup>th</sup> Street, Kenosha, Wisconsin, were obligated under the contracts referenced in paragraph 20, above, as required by 40 C.F.R. § 745.100 and 40 C.F.R. § 745.113(b)(1).

26. Respondent did not include, either within the contract for the lease of the unit or as an attachment to the contract, a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards, before the lessees at 811 60<sup>th</sup> Street, Kenosha, Wisconsin, were obligated under the contracts referenced in paragraph 20, above, as required by 40 C.F.R. § 745.100 and 40 C.F.R. § 745.113(b)(2).

27. Respondent did not include, within or as an attachment to the contract, a list of any records or reports available to him regarding lead-based paint and/or lead-based paint hazards in the target housing, or a statement that no such records existed, before the lessees at 811 60<sup>th</sup> Street, Kenosha, Wisconsin, were obligated under the contracts referenced in paragraph 20, above, as required by 40 C.F.R. § 745.100 and 40 C.F.R. § 745.113(b)(3).

28. Respondent did not include, within or as an attachment to the contract, a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3), and the lead hazard information pamphlet required under 15 U.S.C. 2696, before the lessees at 811 60<sup>th</sup> Street, Kenosha, Wisconsin, were obligated under the contracts referenced in paragraph 20, above, as required by 40 C.F.R. § 745.100 and 40 C.F.R. § 745.113(b)(4).

29. Respondent did not include, within or as an attachment to the contract, the signatures of the lessor and the lessee certifying to the accuracy of their statements along with

the dates of such signature, before the lessees at 811 60<sup>th</sup> Street, Kenosha, Wisconsin, were obligated under the contracts referenced in paragraph 20, above, as required by 40 C.F.R. § 745.100 and 40 C.F.R. § 745.113(b)(6).

### **Penalty Calculation**

30. Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d(b)(5), and 40 C. F. R. Part 745 Subpart F, authorize the assessment of a civil penalty under TSCA § 16 in the maximum amount of \$10,000 for each violation of TSCA § 409. This maximum penalty amount has been adjusted to \$11,000 per each violation under the Civil Monetary Penalty Inflation Adjustment Act and Rule for violations occurring after July 28, 1997. 40 C. F. R. § 19.2 (61 Fed. Reg. 69361 [1996]).

31. In determining a civil penalty, the U.S. EPA has taken into consideration the nature, circumstances, extent and gravity of the violation alleged and, with respect to the violator, ability to pay, affect on ability to continue to do business, any history of prior such violations, the degree of culpability, and such other factors as justice may require.

32. In consideration of Respondent's cooperation and other factors as justice may require, U.S. EPA agrees to mitigate the proposed penalty from \$31,130 to \$21,791.

33. In consideration of Respondent's agreement to perform the Window Replacement Project specified in paragraphs 39 to 48, below, U.S. EPA agrees to further mitigate the penalty of \$21,791 to \$2,179.

34. Respondent shall pay the \$2,179 civil penalty by cashier's or certified check payable to the "*Treasurer, United States of America,*" within 30 days after the effective date of this CAFO.

35. Respondent shall send the check to:

U.S. EPA, Region 5  
P.O. Box 371531  
Pittsburgh, Pennsylvania 15251-7531

36. Respondent shall accompany the payment with a transmittal letter, stating Respondent's name, complete address, the case docket number and the billing document (BD) number. Respondent shall write the case docket number and the BD number on the face of the check. The BD number may be found on the cover letter transmitting this CAFO. Respondent shall send copies of the check and transmittal letter to:

Regional Hearing Clerk, (E-13J)  
U.S. EPA, Region 5  
77 West Jackson Boulevard  
Chicago, Illinois 60604

Estrella Calvo (DT-8J)  
U.S. EPA, Region 5  
77 West Jackson Boulevard  
Chicago, Illinois 60604

Alan Walts (C-14J)  
Office of Regional Counsel  
U.S. EPA, Region 5  
77 West Jackson Boulevard  
Chicago, Illinois 60604

37. If Respondent does not timely pay the civil penalty, or any stipulated penalties under paragraph 48, below, U.S. EPA may bring an action to collect any unpaid portion of the penalty with interest, handling charges, nonpayment penalties and the United States' enforcement expenses for the collection action. The validity, amount and appropriateness of the civil penalty are not reviewable in a collection action. TSCA Section 16(a)(4), 42 U.S.C. § 2615(a)(4).

38. Interest will accrue on any amount overdue from the date the payment was due at a



rate established pursuant to 31 U.S.C. § 3717. Respondent must pay a \$15 handling charge each month that any portion of the penalty is more than 30 days past due. In addition, U.S. EPA will assess a 6 percent per year penalty on any principal amount not paid within 90 days of the date that this CAFO has been entered by the Regional Hearing Clerk.

**Window Replacement Project and Lead Clearance Sampling**

39. Within four months after entry of this CAFO, Respondent must complete the Window Replacement Project specified in Attachment A, and lead clearance sampling designed to protect tenants from potential lead-based paint hazards by replacing windows in the rental property at 811 60<sup>th</sup> Street, Kenosha, Wisconsin; and shall submit the reports required by paragraph 45 at the end of this four month period.

40. The Window Replacement Project must be conducted in compliance with the Department of Housing and Urban Development (HUD) Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (June 1995), and executed by individuals certified to perform such work under state and local laws and regulations.

41. Respondent must perform standard lead clearance testing upon completion of the Window Replacement Project using HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (June 1995), and executed by individuals certified to perform such work under state and local laws, in the property listed in paragraph 39, above. The individual or company executing the standard lead clearance sampling must not be paid or employed or, otherwise compensated by the individuals conducting the Window Replacement Project.

42. Respondent must spend at least \$19,612 to complete the Window Replacement Project and lead clearance sampling.

43. Respondent certifies that Respondent is not required to perform the Window Replacement Project by any law, regulation, grant, order, or any other agreement, or as injunctive relief as of the date Respondent signs this CAFO. Respondent further certifies that Respondent has not received, and is not negotiating to receive, credit for the Window Replacement Project in any other enforcement action.

44. U.S. EPA may inspect the property at any time to monitor Respondent's compliance with this CAFO's requirements. Any access to the building or units therein will be provided on reasonable notice to Respondent and Respondent will make good faith efforts to obtain tenant cooperation for such access.

45. Respondent must submit a Window Replacement Project report and lead clearance sampling report upon completion of the Window Replacement Project for the property listed in paragraph 39, above, within four months following entry of the CAFO.

These reports must contain the following information:

- a. a description of the Window Replacement Project as completed at the property referenced in paragraph 39, above, which includes the sampling information contained in subparagraph b, below;
- b. a clearance sampling report for the property referenced in paragraph 39, above, giving sampling locations, sample results, and documentation of analytical quality assurance/quality control;
- c. itemized costs of goods and services used to complete the Window 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;
- d. 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;
- e. documentation that the individuals who performed the Window Replacement Project and the lead clearance sampling are certified to perform such work in accordance with the state and local laws and regulations;

f. certification that Respondent has completed the Window Replacement Project and the lead clearance sampling in compliance with this CAFO; and

g. statement that no tax returns filed or to be filed by Respondent will contain deductions or depreciations for any expense associated with the Window Replacement Project and lead clearance sampling.

46. Respondent must submit all notices and reports required by the CAFO by first class mail to Estrella Calvo, at the address in paragraph 36, above.

47. In each report that Respondent submits as provided by this CAFO, Respondent or Respondent's authorized representative must certify that the report is true and complete by including the following statement signed by the Respondent:

I certify that I am familiar with the information in this document and that, based on my inquiry of those individuals responsible for obtaining the information, the information is true and complete to the best of my knowledge. I know that there are significant penalties for submitting false information, including the possibility of fines and imprisonment for knowing violations.

48. If Respondent violates any requirements of this CAFO relating to the Window Replacement Project and sampling, Respondent must pay stipulated penalties to the United States as follows:

a. If Respondent does not complete the Window Replacement Project and lead clearance sampling according to this CAFO, Respondent must pay a stipulated penalty of \$19,612;

b. If Respondent satisfactorily completes the Window Replacement Project and lead clearance sampling according to this CAFO, but spends less than \$19,612, Respondent must pay the difference between \$19,612 and the actual amount spent;

c. If Respondent fails to ensure and document that lead clearance sampling work for the property listed in paragraph 39, above, is executed by individuals certified to perform such work in accordance with 40 C.F.R. Part 745 and applicable state and local laws and regulations, Respondent shall pay a stipulated penalty of \$9,806; and

d. If Respondent fails to submit timely the Window Replacement Project completion report and the lead clearance sampling completion report addressing each of the requirements in paragraph 45, above, or if Respondent fails to satisfactorily address each requirement in the window replacement completion report paragraphs of the CAFO, Respondent must pay a stipulated penalty of \$50 for each day after the report was due until the report is submitted in its entirety, not to exceed \$19,612.

49. U.S. EPA's reasonable and good faith determination of whether the Respondent satisfactorily completed the Window Replacement Project and lead clearance sampling will bind Respondent for the purposes of this CAFO.

50. Respondent must pay any stipulated penalties within 15 days of receiving U.S. EPA's written demand for the penalties. All penalties shall begin to accrue on the first date of noncompliance, and shall continue to accrue through the date of completion. Respondent will use the method of payment specified in paragraphs 34 through 36, above, and will pay interest, handling charges, and nonpayment penalties on any overdue amounts.

#### **Terms of Settlement**

51. Respondent admits the jurisdictional allegations in this CAFO and neither admits nor denies the factual allegations in this CAFO.

52. Respondent waives its right to request a hearing as provided at 40 C.F.R. § 22.15(c), any right to contest the allegations in this CAFO, and its right to appeal this CAFO.

53. Respondent certifies that, as of the effective date of this CAFO, it is in full compliance with the requirements of 40 C.F.R. Part 745, Subpart F, and intends to continue to comply fully with 40 C.F.R. Part 745, Subpart F.

54. The parties consent to the terms of this CAFO.

55. This CAFO settles U.S. EPA's claims for civil penalties for the violations alleged herein.

56. Nothing in this CAFO restricts U.S. EPA's authority to seek Respondent's compliance with the Act and other applicable laws and regulations.

57. This CAFO does not affect Respondent's responsibility to comply with TSCA, the Lead-Based Paint Hazard Reduction Act and other applicable Federal, state and local laws and regulations.

58. The terms of the CAFO bind the Respondent and its assigns.

59. Each person signing this Consent Agreement certifies that he or she has the authority to sign this Consent Agreement for the party for whom he or she represents and to bind that party to its terms.

60. Each party agrees to bear its own costs and fees in this action.

61. This CAFO constitutes the entire agreement between the parties.

62. This CAFO shall become effective immediately upon filing with the Regional Hearing Clerk, U.S. EPA, Region 5.

**Consent Agreement and Final Order**

**In the Matter of: Ranger Properties LLC**

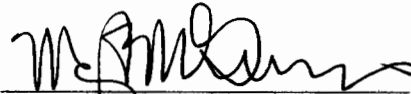
**Docket No.** TSCA-05-2007-0018

Date: 9-5-07

By:   
Ranger Properties LLC, Respondent

United States Environmental Protection Agency,  
Complainant

Date: 9/17/07

By:   
Margaret M. Guerriero, Director  
Land and Chemicals Division

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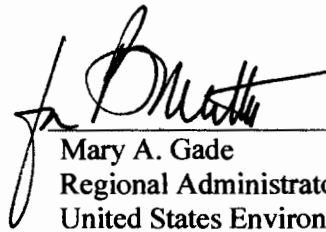
**In the Matter of:  
Ranger Properties LLC**

**Docket No. TSCA-05-2007-0018**

**Final Order**

This Consent Agreement and Final Order, as agreed to by the parties, will become effective immediately upon filing with the Regional Hearing Clerk. IT IS SO ORDERED.

Date: 9-19-07



\_\_\_\_\_  
Mary A. Gade  
Regional Administrator  
United States Environmental Protection Agency  
Region 5

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**Attachment A: Window Replacement Project**

**In the Matter of: Ranger Properties LLC**



A&G Abatement LLC

2140 N. 56th Street  
Milwaukee, WI 53208

# Estimate

Estimate #
569

Name / Address
Michael Spalato RE: 811 60th St Kenosha, WI 262-883-9507

Date	7/29/2007
Phone #	414-871-4058
Fax #	414-871-4059

Rep	Project
MGA	

Item	Description	Qty	Cost	Total
Windows	BATHROOMS( 1 each unit ):Vinyl Replacement Windows/Excalibur D.H. Low-E/argon gas/Half screen/Full privacy glass/	6	325.00	1,950.00
Windows	COURTYARD BEDROOMS: ( 1 each unit) Vinyl Replacement Windows/ Excalibur D.H. Low-E/argon Gas/half screens/	6	285.00	1,710.00
Windows	DINING ROOMS: (2 reg/1 O.S each unit)(none 1st flr West) Vinyl Replacement Windows/ 5 sets /Excalibur D. H White/Low-e/Argon gas/half screens	5	995.00	4,975.00
Windows	CRANK PIANO STYLE: WESTSIDE: (2) in each unit/ Vinyl Replacement Windows/Excalibur White two lite slider/low-e/argon gas/ half screens	6	285.00	1,710.00
Windows	1st Room (Faces Front of Building) 2nd & 3rd floors /west & east side) 48x48 approx. size/ Vinyl Replacement Windows Excalibur white sliders	4	350.00	1,400.00
Windows	EASTSIDE Living RMs: (1 each Flr) Vinyl Replacement Windows/Excalibur white sliders/Low-e/argon gas/ half screens/apprx > size 47x31	3	310.00	930.00
Windows	EASTSIDE Back bedroom(1 on each floor) Vinyl Replacement Windows/Excalibur D. H. Low-e/argon gas/half screens	3	285.00	855.00

Work is not scheduled until acceptance. Current work is scheduling 8-12 weeks out upon acceptance.

**Total**

"As required by the Wisconsin Construction lien law, A & G Abatement, LLC hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and building if not paid. Those entitled to lien rights, in addition to the undersigned A & G Abatement, LLC, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to the mortgage lender, if any, to see that all potential lien claimants are duly paid".

Signature \_\_\_\_\_

E-mail
mgallc@ameritack.net

**A&G Abatement LLC**

2140 N. 56th Street  
Milwaukee, WI 53208

# Estimate

Estimate #
569

Date	7/29/2007
Phone #	414-871-4058
Fax #	414-871-4059

Name / Address
Michael Spallitto RE: 811 60th St Kenosha, WI 262-883-9507

Rep	Project
MGA	

Item	Description	Qty	Cost	Total
Windows	EASTSIDE KITCHEN: 3rd floor ONLY: Vinyl Replacement Windows/Excalibur D.H. White/Low-e/argon gas/half screen	2	285.00	570.00
Windows	Hallway windows courtyard side/ Vinyl Replacement Windows/ Excalibur D.H. Low-e/ argon gas/half screens	4	285.00	1,140.00
Windows	Possible: WESTSIDE : Kitchen 1st,2nd and 3rd Floors/Vinyl Replacement Windows	6	285.00	1,710.00
Windows	Possible: WESTSIDE Southwest BEDROOMS/ 2nd and 3rd FLOORS/ 2 each unit/Vinyl Replacement Windows	4	285.00	1,140.00
CARPENTRY	CARPENTRY work needed on all windows currently serviced in metal frames/wrap frames in brown aluminum	14	153.00	2,142.00
Windows	Vinyl Replacement Windows/ 3 large basement with frosted glass	3	325.00	975.00
Installation	Equipment lease: approx: 1 week cost/w/delivery/ Scissors lift from National equipment (front) / NO scaffolding needed for rear (needs to be verified)		590.00	590.00

Work is not scheduled until acceptance. Current work is scheduling 8-12 weeks out upon acceptance.	<b>Total</b>
----------------------------------------------------------------------------------------------------	--------------

"As required by the Wisconsin Construction lien law, A & G Abatement, LLC hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and building if not paid. Those entitled to lien rights, in addition to the undersigned A & G Abatement, LLC, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to the mortgage lender, if any, so see that all potential lien claimants are duly paid".

Signature \_\_\_\_\_

E-mail
mgallc@amcritch.nci

A&G Abatement LLC

2140 N. 56th Street  
Milwaukee, WI 53208

# Estimate

Estimate #
569

Date	7/29/2007
Phone #	414-871-4058
Fax #	414-871-4059

Name / Address
Michael Spalato RE: 811 60th St Kenosha, WI 262-883-9507

Rep	Project
MGA	

Item	Description	Qty	Cost	Total
	50% down payment with balance upon completion. We accept MC/Visa for your convenience			

Work is not scheduled until acceptance. Current work is scheduling 8-12 weeks out upon acceptance.	<b>Total</b>	\$21,797.00
----------------------------------------------------------------------------------------------------	--------------	-------------

\*As required by the Wisconsin Construction lien law, A & G Abatement, LLC hereby notifies owner that persons or companies furnishing labor or materials for the construction on owner's land may have lien rights on owner's land and building if not paid. Those entitled to lien rights, in addition to the undersigned A & G Abatement, LLC, are those who contract directly with the owner or those who give the owner notice within 60 days after they first furnish labor or materials for the construction. Accordingly, owner probably will receive notices from those who furnish labor or materials for the construction, and should give a copy of each notice received to the mortgage lender, if any, to see that all potential lien claimants are duly paid\*.

Signature \_\_\_\_\_

E-mail
mgallo@amcritch.net

**CERTIFICATE OF SERVICE**

I hereby certify that a copy of the original signed copy of the Consent Agreement and Final Order in resolution of the civil administrative action involving Ranger Properties LLC, was filed on September 21, 2007, with the Regional Hearing Clerk (E-13J), United States Environmental Protection Agency, Region 5, 77 West Jackson Boulevard, Chicago, Illinois 60604-3590, and that I mailed by Certified Mail, Receipt No. 7001 0320 0006 0185 8801, a copy of the original to the Respondent:

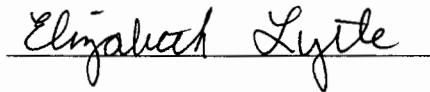
Michael R. Spallato  
Ranger Properties LLC  
4500 6<sup>th</sup> St.  
Kenosha, WI 53144

and forwarded to Respondent's attorney by first class mail:

Nicholas J. Infusino  
Madrigano, Aiello & Santarui, LLC  
1108 Fifty Sixth St.  
Kenosha, WI 53140

and forwarded copies (intra-Agency) to:

Marcy Toney, Regional Judicial Officer, ORC/C-14J  
Alan Walts, ORC/C-14J  
Eric Volck, Cincinnati Finance/MWD



Elizabeth Lytle  
Pesticides and Toxics Branch  
U.S. EPA - Region 5  
77 West Jackson Boulevard  
Chicago, Illinois 60604-3590

Docket No. **TSCA-05-2007-0018**

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