



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY

REGION 5  
77 WEST JACKSON BOULEVARD  
CHICAGO, IL 60604-3590

JAN 09 2012

REPLY TO THE ATTENTION OF:  
LC-8J

CERTIFIED MAIL

Receipt No. 7009 1680 0000 7644 8697

James T. and Mary A. Dawson  
3880 N. 24<sup>th</sup> Street  
Milwaukee, Wisconsin 53206

Consent Agreement and Final Order, Docket No. TSCA-05-2012-0009

Dear Mr. James T. and Mary A. Dawson:

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 January 9, 2012, with the Regional Hearing Clerk.

The civil penalty in the amount of \$1,680.00 is to be paid in the manner described in paragraphs 40 and 41. Please be certain that the number **BD 2751247X005** and the docket number are written on both the transmittal letter and on the check. Payment is due by February 9, 2012, (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 "Meghan Dunn".

Meghan Dunn  
Pesticides and Toxic Compliance Section

Enclosures

cc: Eric Volck, Cincinnati Finance/MWD (w/Encl.)

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION 5

RECEIVED  
JAN - 9 2012

REGIONAL HEARING CLERK  
U.S. ENVIRONMENTAL  
PROTECTION AGENCY

In the Matter of: )

James T. and Mary A. Dawson )  
Milwaukee, Wisconsin, )

Respondents. )  
\_\_\_\_\_ )

Docket No. TSCA-05-2012-0009  
Proceeding to Assess a Civil  
Penalty Under Section 16(a) of the  
Toxic Substances Control Act,  
15 U.S.C. § 2615(a)

Consent Agreement and Final Order

Preliminary Statement

1. This is an administrative action commenced and concluded under Section 16(a) of the Toxic Substances Control Act (TSCA), 15 U.S.C. § 2615(a), and 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.
2. The Complainant is the Director of the Land and Chemicals Division, United States Environmental Protection Agency (EPA), Region 5.
3. Respondents are James T. Dawson and Mary A. Dawson with a place of business located at 3880 N. 24<sup>th</sup> Street, Milwaukee, Wisconsin 53206.
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).
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. Respondents consent to the assessment of the civil penalty specified in this CAFO, and to the terms of this CAFO.

### **Jurisdiction and Waiver of Right to Hearing**

7. Respondents admit the jurisdictional allegations in this CAFO and neither admit nor deny the factual allegations in this CAFO.

8. Respondents waive their 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 their right to appeal this CAFO.

### **Statutory and Regulatory Background**

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

10. On March 6, 1996, 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) pursuant to 42 U.S.C. § 4852d.

11. 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.

12. 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.

13. 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.

14. 40 C.F.R. § 745.100 requires, among other things, that the seller or lessor of target housing complete the required disclosure activities before a purchaser or lessee is obligated under any contract to purchase or 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 contract, 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 the lack of knowledge of such presence; a list of any records or reports available to the lessor regarding lead-based paints 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, the signatures and dates of signature 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 violates Section 409 of TSCA, 15 U.S.C. § 2689, which may subject the violator to administrative civil penalties under Section 16(a) of TSCA, 15 U.S.C. § 2615(a), 42 U.S.C. § 4852d(b)(5), and 40 C.F.R. § 745.118(f).

17. The Administrator of EPA may assess a civil penalty of up to \$11,000 for each violation of Section 409 of TSCA that occurred after July 28, 1997 through January 12, 2009 and may assess a civil penalty of up to \$16,000 for each violation of Section 409 that occurred after January 12, 2009, pursuant to 42 U.S.C. § 4852d(b)(5), 15 U.S.C. § 2615(a), and 40 C.F.R. Part 19.

#### **Factual Allegations and Alleged Violations**

18. Between at least September 1, 2006 and April 1, 2008, Respondents owned two residential apartment buildings at 2831 N. 8<sup>th</sup> Street and 2574 N. 34<sup>th</sup> Street in Milwaukee, Wisconsin (Respondents' properties).

19. Respondents' properties and each apartment unit within Respondents' properties are "target housing" as defined in 40 C.F.R. § 745.103.

20. On November 13, 2007, the City of Milwaukee Health Department (MHD) issued an order to correct conditions (the MHD order) to Respondents for lead-based paint hazards found by MHD

at Respondents' rental property at 2574 N. 34<sup>th</sup> Street, Milwaukee, Wisconsin. The MHD order to correct conditions also informed Respondents that the MHD order must be made available to purchasers and tenants under the Federal Lead-Based Paint Hazard Reduction Act.

21. On the following dates, Respondents entered into the following four lease agreements (contracts) with individuals for the lease of apartment units within Respondents' properties:

<b>Address</b>	<b>Apartment No.</b>	<b>Date of Lease</b>
2831 N. 8 <sup>th</sup> Street	-	1/7/08
2574 N. 34 <sup>th</sup> Street	-	9/1/07
2574 N. 34 <sup>th</sup> Street	A	9/1/06
2574 N. 34 <sup>th</sup> Street	A	4/1/08

22. Each of the four contracts referred to in paragraph 21, above, covered a term of occupancy greater than 100 days.

23. Respondents are "lessors," as defined in 40 C.F.R. § 745.103, because they offered the target housing referred to in paragraph 21, above, for lease.

24. Each individual who signed a lease to pay rent in exchange for occupancy of the target housing referred to in paragraph 21, above, became a "lessee" as defined in 40 C.F.R. § 745.103.

25. Respondents failed to include a lead warning statement, either within the contracts or as an attachment to the contracts dated January 7, 2008 and April 1, 2008 for the lease of Respondents' properties at 2831 N. 8<sup>th</sup> Street and 2574 N. 34<sup>th</sup> Street, Unit A, respectively, located in Milwaukee, Wisconsin, in violation of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

26. Respondents failed to include a lead warning statement, before the lessees were obligated under a contract to lease the target housing, either within the contracts or as an accurate attachment to the contracts dated September 1, 2007 and September 1, 2006 for the lease of Respondents' properties at 2574 N. 34<sup>th</sup> Street and 2574 N. 34<sup>th</sup> Street, Unit A, respectively, located in Milwaukee, Wisconsin, in violation of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

27. Respondents failed to include a statement disclosing the presence of known lead-based paints and/or lead-based paint hazards in the target housing, either within the contracts or as an attachment to the contracts dated January 7, 2008 and April 1, 2008 for the lease of Respondents' properties at 2831 N. 8<sup>th</sup> Street and 2574 N. 34<sup>th</sup> Street, Unit A, respectively, located in Milwaukee, Wisconsin, in violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

28. Respondents failed to include, before the lessee was obligated under a contract to lease the target housing, an accurate statement disclosing the presence of known lead-based paints and/or lead-based paint hazards in the target housing, within the attachments dated December 1, 2007 and May 8, 2008 to the contract dated September 1, 2007 for the lease of Respondents' property at 2574 N. 34<sup>th</sup> Street, Milwaukee, Wisconsin, in violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

29. Respondents failed to include, before the lessee was obligated under a contract to lease the target housing, an accurate statement disclosing the presence of known lead-based paints and/or lead-based paint hazards in the target housing, within the attachment dated April 4, 2008 to the contract dated September 1, 2006 for the lease of Respondents' property at 2574 N. 34<sup>th</sup> Street, Unit A, Milwaukee, Wisconsin, in violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

30. Respondents failed to include 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 that have been provided to the lessees, either within the contracts or as an attachment to the contracts dated January 7, 2008 and April 1, 2008 for the lease of Respondents' properties at 2831 N. 8<sup>th</sup> Street and 2574 N. 34<sup>th</sup> Street, Unit A, respectively, located in Milwaukee, Wisconsin, in violation of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

31. Respondents failed to include, before the lessee was obligated under a contract to lease the housing, 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 that have been provided to the lessee within the attachments dated December 1, 2007 and May 8, 2008 to the contract dated September 1, 2007 for the lease of Respondents' property at 2574 N. 34<sup>th</sup> Street, Milwaukee, Wisconsin, in violation of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

32. Respondents failed to include, before the lessee was obligated under a contract to lease the housing, 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 that have been provided to the lessee within the attachment dated April 4, 2008 to the contract dated September 1, 2006 for the lease of Respondents' property at 2574 N. 34<sup>th</sup> Street, Unit A, Milwaukee, Wisconsin, in violation of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

33. Respondents failed to include a statement by the lessees affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, either within the contracts or as an attachment to the contracts dated January 7, 2008 and April 1, 2008 for the lease of Respondents' properties at 2831 N. 8<sup>th</sup> Street and 2574 N. 34<sup>th</sup> Street, Unit A, respectively, located in Milwaukee, Wisconsin, in violation of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

34. Respondents failed to include, before the lessee was obligated under a contract to lease the target housing, an accurate 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 required under 15 U.S.C. § 2696 within the attachments dated December 1, 2007 and May 8, 2008 to the contract dated September 1, 2007 for the lease of Respondents' property at 2574 N. 34<sup>th</sup> Street located in Milwaukee, Wisconsin, in violation of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

35. Respondents failed to include, before the lessee was obligated under a contract to lease the target housing, an accurate 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 required under 15 U.S.C. § 2696 within the attachment dated April 4, 2008 to the contract dated September 1, 2006 for the lease of Respondents' property at 2574 N. 34<sup>th</sup> Street, Unit A, located in Milwaukee, Wisconsin, in violation of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

36. Respondents failed to include the signatures of the lessor and the lessees certifying to the accuracy of their statements and the dates of such signatures, either within the contracts or as an attachment to the contracts dated January 7, 2008 and April 1, 2008 for the lease of Respondents' properties at 2831 N. 8<sup>th</sup> Street and 2574 N. 34<sup>th</sup> Street, Unit A, respectively, located in Milwaukee, Wisconsin, in violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

37. Respondents failed to include the signatures of the lessor and the lessee accurately certifying to the accuracy of their statements and the dates of such signatures within the attachments dated December 1, 2007 and May 8, 2008 to the contract dated September 1, 2007 for the lease of Respondents' property at 2574 N. 34<sup>th</sup> Street located in Milwaukee, Wisconsin, in violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

38. Respondents failed to include the signatures of the lessor and the lessee accurately certifying to the accuracy of their statements and the dates of such signatures within the attachment dated April 4, 2008 to the contract dated September 1, 2006 for the lease of Respondents' property at 2574 N. 34<sup>th</sup> Street, Unit A, located in Milwaukee, Wisconsin, in violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

#### **Civil Penalty**

39. Under Section 16(a) of TSCA, 15 U.S.C. § 2615(a), Complainant determined that an appropriate civil penalty to settle this action is \$1,680. In determining the penalty amount, Complainant



considered the nature, circumstances, extent, and gravity of the violations, and, with respect to Respondents, ability to pay, effect on ability to continue to do business, any history of such prior violations, the degree of culpability, and Respondents' agreement to perform a supplemental environmental project. Complainant also considered EPA's Section 1018 -- Disclosure Rule Enforcement Response and Penalty Policy, dated December 2007.

40. Within 30 days after the effective date of this CAFO, Respondents must pay a \$1,680 civil penalty for the TSCA violations by sending a cashier's or certified check, payable to "Treasurer, United States of America," to:

U.S. EPA  
Fines and Penalties  
Cincinnati Finance Center  
P.O. Box 979077  
St. Louis, Missouri 63197-9000

The check must state "In the matter of James T. and Mary A. Dawson," the docket number of this CAFO, and the billing document number.

41. A transmittal letter stating Respondents' names, the case title, Respondents' complete address, the case docket number and the billing document number must accompany the payment.

Respondents must send a copy of the check and transmittal letter to:

Regional Hearing Clerk (E-19J)  
U.S. EPA, Region 5  
77 West Jackson Boulevard  
Chicago, Illinois 60604

Meghan Dunn (LC-8J)  
Pesticides and Toxics Compliance Section  
U.S. EPA, Region 5  
77 West Jackson Boulevard  
Chicago, Illinois 60604

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

42. This civil penalty is not deductible for federal tax purposes.

43. If Respondents do not pay timely the civil penalty or any stipulated penalties due under paragraph 56, below, EPA may refer this matter to the Attorney General who will recover such amount, plus interest, in the appropriate district court of the United States under Section 16(a) of TSCA, 15 U.S.C. § 2615(a). The validity, amount, and appropriateness of the civil penalty are not reviewable in a collection action.

44. Pursuant to 31 C.F.R. § 901.9, Respondents must pay the following on any amount overdue under this CAFO. 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. Respondents must pay a \$15 handling charge each month that any portion of the penalty is more than 30 days past due. In addition, Respondents must pay a 6 percent per year penalty on any principal amount 90 days past due.

#### **Supplemental Environmental Project**

45. Respondents must complete a supplemental environmental project (SEP) designed to protect the public health by abating lead-based paint hazards.

46. Respondents must complete a lead-based paint hazard abatement project (“Hazard Abatement Project”) designed to protect tenants from potential lead-based paint hazards by abating lead-based paint hazards in Respondents’ two properties, located at 2574 N. 34<sup>th</sup> Street, and at 2831-33 N. 8<sup>th</sup> Street, in Milwaukee, Wisconsin (“SEP Properties”). This Hazard Abatement Project is a project to replace certain windows at the SEP Properties as set forth in Attachment A, which is hereby incorporated into this CAFO.

47. The Hazard Abatement 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.

48. Respondents must perform standard lead clearance testing upon completion of the Hazard Abatement 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 for the SEP Properties. The individuals conducting the Hazard Abatement Project and the individuals executing the standard lead clearance sampling must not be paid or employed or, otherwise compensated by the individuals conducting the Hazard Abatement Project.

49. Respondents must spend at least \$15,100 to complete the Hazard Abatement Project. The money expended on the Hazard Abatement Project is not deductible for tax purposes.

50. Respondents must complete the Hazard Abatement Project by June 1, 2012.

51. SEP Certifications:

- a. Respondents certify that they are not required to perform or develop the SEP by any law, regulation, grant, order, or agreement or as injunctive relief as of the date they signs this CAFO.
- b. Respondents certify that they have not received, and are not negotiating to receive, credit for the SEP in any other enforcement action.
- c. Respondents certify that they shall not use any HUD assistance, including all HUD grants, as well as Community Development Block Grants, to perform the \$15,100 of abatement work required by this CAFO.
- d. Respondents certify that they are not a party to any open federal financial assistance transaction that is funding or could be used to fund the same activity as the SEP.
- e. Respondents certify that, to the best of their knowledge and belief after reasonable inquiry, there is no such open federal financial assistance 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.

52. EPA may inspect the properties at any time to monitor Respondents' compliance with this CAFO's requirements. Any access to the Residential Rental Properties or units therein will be provided on reasonable notice to Respondents and Respondents will make good faith efforts to obtain tenant cooperation for such access.

53. Respondents must submit a Hazard Abatement Project report and lead clearance sampling report upon completion of the Hazard Abatement Project for the SEP Properties by July 1, 2012. These reports must contain the following information, to the best of Respondents' knowledge:

- a. the addresses of the residential properties (including the number of units for multi-family housing) and a description of the Hazard Abatement Project as completed, which includes the sampling information contained in subparagraph b, below;
- b. a clearance sampling report for the SEP Properties, giving sampling locations, sample results, and documentation of analytical quality assurance/quality control;
- c. itemized costs of goods and services used to complete the Hazard Abatement Project documented by copies of invoices, purchase orders, or canceled checks that specifically identify and itemize the individual costs of the goods and services; including receipts for the cost of the lead based paint inspection conducted to identify the lead-based paint and/or lead-based paint hazards in the properties;
- 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, and documentation that Respondents did not use any HUD assistance, including all HUD grants as well as Community Development Block Grants, to perform the abatement work required by this CAFO;
- e. provide documentation that the individuals who performed the Hazard Abatement Project and the lead clearance sampling are certified to perform such work in accordance with the state and local laws and regulations; and
- f. certification that Respondents have completed the Hazard Abatement Project and the lead clearance sampling in compliance with this CAFO.

54. Respondents must submit all notices and reports required by the CAFO by first class mail to Meghan Dunn, at the address in paragraph 41, above.

55. In each report that Respondents submit as provided by this CAFO, their authorized representative must certify that the report is true and complete by including the following statement signed by each 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.

56. If Respondents violate requirements of this CAFO relating to the Hazard Abatement Project and sampling, Respondents must pay stipulated penalties to EPA as follows:

- a. If Respondents do not complete the Hazard Abatement Project and lead clearance sampling according to this CAFO, Respondents must pay a stipulated penalty of \$15,100;
- b. If Respondents satisfactorily complete the Hazard Abatement Project and lead clearance sampling according to this CAFO, but spend less than \$15,100, Respondents must pay the difference between \$15,100, and the actual amount spent;
- c. If Respondents fail to ensure and document that lead clearance sampling work for the SEP Properties 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, they shall pay a stipulated penalty of \$10,000;
- d. If Respondents fail to ensure and document that the Hazard Abatement Project complies with the requirements of paragraphs 45 through 53, above, they shall pay a stipulated penalty of \$10,000; and
- e. If Respondents fail to timely submit the Hazard Abatement Project completion report and the lead clearance sampling completion report addressing each of the requirements in paragraph 53, above, or if Respondents fail to satisfactorily address each requirement in the Hazard Abatement Project completion report paragraphs of the CAFO, Respondents 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 \$15,100.

58. EPA's reasonable and good faith determination of whether Respondents satisfactorily completed the Hazard Abatement Project and lead clearance sampling and whether he made good faith, timely efforts to complete the Hazard Abatement Project and lead clearance sampling will bind Respondents for the purposes of this CAFO.

59. Respondents must pay any stipulated penalties within 15 days of receiving 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. Respondents will use the method of payment specified in paragraphs 40 and 41, above, and will pay interest, handling charges, and nonpayment penalties on any overdue amounts.

60. Any public statement that Respondents make referring to the SEP must include the following language, "James and Mary Dawson undertook this project under the settlement of the United States Environmental Protection Agency's enforcement action against them for violations of 40 C.F.R. Part 745."

61. If an event occurs which causes or may cause a delay in completing the SEP as required by this CAFO:

- a. Respondents must notify EPA in writing within 10 days after learning of an event which caused or may cause a delay in completing the SEP. The notice must describe the anticipated length of the delay, its cause(s), Respondents' past and proposed actions to prevent or minimize the delay, and a schedule to carry out those actions. Respondents must take all reasonable actions to avoid or minimize any delay. If Respondents fail to notify EPA according to this paragraph, Respondents will not receive an extension of time to complete the SEP.
- b. If the parties agree that circumstances beyond the control of Respondents caused or may cause a delay in completing the SEP, the parties will stipulate to an extension of time no longer than the period of delay.
- c. If EPA does not agree that circumstances beyond the control of Respondents caused or may cause a delay in completing the SEP, EPA will notify Respondents in writing of its decision and any delays in completing the SEP will not be excused.
- d. Respondents have the burden of proving that circumstances beyond its control caused or may cause a delay in completing the SEP. Increased costs for completing the SEP will

not be a basis for an extension of time under subparagraph b, above. Delay in achieving an interim step will not necessarily justify or excuse delay in achieving subsequent steps.

**General Provisions**

62. This CAFO resolves only Respondents' liability for federal civil penalties for the violations alleged in the CAFO.
63. This CAFO does not affect the rights of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law.
64. This CAFO does not affect Respondents' responsibility to comply with the Lead Act and the Disclosure Rule and other applicable federal, state, and local laws.
65. Respondents certify that they are complying with the Lead Act and the Disclosure Rule.
66. The terms of this CAFO bind Respondents, and their successors and assigns.
67. Each person signing this agreement certifies that he or she has the authority to sign for the party whom he or she represents and to bind that party to its terms.
68. Each party agrees to bear its own costs and attorney's fees in this action.
69. This CAFO constitutes the entire agreement between the parties.

**James T. and Mary A. Dawson, Respondents**

12-8-11  
Date

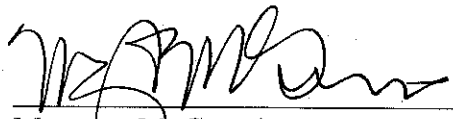
James T. Dawson  
James T. Dawson

12/8/11  
Date

Mary Ann Dawson  
Mary A. Dawson

**United States Environmental Protection Agency, Complainant**

Jan. 4, 2012  
Date

  
\_\_\_\_\_  
Margaret M. Guerriero  
Director  
Land and Chemicals Division



In the Matter of:  
James T. and Mary A. Dawson  
Docket No. TSCA-05-2012-0009

RECEIVED

JAN - 9 2012

REGIONAL HEARING CLERK  
U.S. ENVIRONMENTAL  
PROTECTION AGENCY

Final Order

This Consent Agreement and Final Order, as agreed to by the parties, shall become effective immediately upon filing with the Regional Hearing Clerk. This Final Order concludes this proceeding pursuant to 40 C.F.R. §§ 22.18 and 22.31. IT IS SO ORDERED.

1-6-12

\_\_\_\_\_  
Date



\_\_\_\_\_  
Susan Hedman  
Regional Administrator  
United States Environmental Protection Agency  
Region 5

**CERTIFICATE OF SERVICE**

This is to certify that the original and one copy of this Consent Agreement and Final Order in the resolution of the civil administrative action involving James T. and Mary A. Dawson, was filed on January 9, 2012, with the Regional Hearing Clerk (E-19J), U.S. EPA, Region 5, 77 West Jackson Boulevard, Chicago, Illinois 60604, and that a true correct copy was sent by Certified Mail, Receipt No. 7009 1680 0000 7644 8697 to:

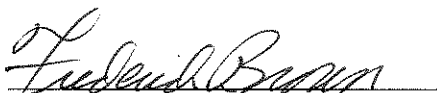
James T. and Mary A. Dawson  
3880 N. 24<sup>th</sup> Street  
Milwaukee, Wisconsin 53206

RECEIVED  
JAN - 9 2012

REGIONAL HEARING CLERK  
U.S. ENVIRONMENTAL  
PROTECTION AGENCY

and forwarded intra-Agency copies to:

Marcy Toney, Regional Judicial Officer, ORC/C-14J  
Mary McAuliffe, Counsel for Complainant/C-14J  
Eric Volck, Cincinnati Finance/MWD

  
Frederick Brown, PTCS (LC-8J)  
U.S. EPA - Region 5  
77 West Jackson Boulevard  
Chicago, Illinois 60604

Docket No. TSCA-05-2012-0009



### CONTRACT

Customer: James Dawson

Bid # 1283

1306 W. Reservoir St

Milwaukee, WI 53206

Date: Oct. 27, 2011

Contractor: Anderson & Anderson Construction, LLC

Location: 2574 N. 34<sup>TH</sup> St

Milwaukee, WI

1. General requirements provided by contractor equipment and tools.
2. This bid is for 23 vinyl replacement windows. Contractor buys all supplies.
3. Per Scope supplied by project owner, T K Construction.
4. Pull permit, Lead abate window, install vinyl replacement windows to MHD standards, and clean dwelling and supervise Lead wipe.
5. Installation of gutters.
6. Installation of vinyl siding and trim on garage.

Location: 2831-33 N. 8<sup>th</sup> St.

1. General requirements provided by contractor equipment and tools.
2. This bid is for 42 vinyl replacement windows. Contractor buys all supplies.
3. Per Scope supplied by project owner, T K Construction.
4. Pull permit, Lead abate window, install vinyl replacement windows to MHD standards, and clean dwelling and supervise Lead wipe.
5. Installation of gutters.
6. Installation of vinyl siding and trim on garage.
7. Installation of block Windows.

All checks, M.O., or cash to paid to Robert Griffin 24 hours prior to pulling permit.

\$5,250.00 will be paid prior to start of work.

\$5,250.00 will be paid prior to start of work.

**TOTAL COST OF ALL LABOR AND MATERIAL**

**\$ 10,500.00**

Signature: James T. Dawson

Date: 10-8-11

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Anderson & Anderson Construction, LLC is EBE, MBE and DBE Certified.



### CONTRACT

Customer: James Dawson

Bid # 001282

1306 W. Reservoir St

Date: Oct. 27, 2011

Milwaukee, WI 53206

Contractor: Anderson & Anderson Construction, LLC

1. General requirements provided by contractor equipment and tools.
2. *Per Scope supplied by project owner, T K Construction.*
3. Install containment for lead safe work thru out unit.

Location: 2574 N. 34<sup>th</sup> St.

Milwaukee, WI

- 1 Remove components for new unit or prep and paint old units; 3 doors units.
- 2 Supervise lead safe work in upper and lower bath; and front porch .
- 3 Prep garage for vinyl siding, new door and windows.
- 4 Pull permit, Lead abate window, install vinyl replacement windows to MHD standards, and clean dwelling and supervise Lead wipe.

Location: 2831 N. 8<sup>th</sup> Street

Milwaukee, WI

1. *Remove component for new units or prep and paint old units; 5 door units.*
2. Supervise led safe work in work in upper and lower kitchen and bath plus front hallway.
3. Prep garage for siding and trim.
4. Pull permit, Lead abate window, install vinyl replacement windows to MHD standards, and clean dwelling and supervise Lead wipe.

**Note: All checks, M.O., or cash to paid to Robert Griffin 24 hours prior to pulling permit.**

\$ 6,600.00 will be paid at the start of work.

\$ 6,600.00 will be paid at the completion of work. ( After final inspection)

**\$ 13,200.00 TOTAL COST OF ALL LABOR AND MATERIAL.**

Signature: James T. Dawson

Date: 12-8-11

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Anderson & Anderson Construction, LLC is EBE, MBE and DBE Certified.