



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029

RECEIVED
2011 AUG -4 AM 10:59
REG. COUNSEL III ANNE G. CLEIN
EPA REGION III PHILA. PA

August 4, 2011

VIA FIRST CLASS MAIL

Robert & Miriam Logue
121 Shaffer Street
S. Williamsport, PA 17702-6727

Re: Toxic Substances Control Act
Consent Agreement
In the Matter of Robert and Miriam Logue, Docket No. TSCA-03-2011-0093

Dear Mr. and Mrs. Logue:

Enclosed please find the signed Consent Agreement concerning violations of Section 409 of Toxic Substances Control Act, 15 U.S.C. § 2689, the Residential Lead-Based Paint Hazard Reduction Act of 1992 ("RLBPHRA"), 42 U.S.C. §§ 4851 *et seq.*, and the federal regulations promulgated thereunder, set forth in 40 C.F.R. Part 745, Subpart F (also known as the "Disclosure Rule"), in relation to certain written residential lease agreements for properties located in and around Williamsport, Pennsylvania ("Target Housing").

As you have already submitted the initial payment, the first payment under the schedule in the Agreement is due within 30 days of the date of this letter.

Please call me (215) 814-2668 if you have any questions.

Sincerely,

Gregory J. Smith
Senior Assistant Regional Counsel
U.S. Environmental Protection Agency
Region III, Office of Regional Counsel
1650 Arch Street Mailcode 3RC00
Philadelphia, PA 19103-2029
Telephone: 215-814-2668
Facsimile: 215-814-2603
smith.gregory@epa.gov

Enclosure

**BEFORE THE
ENVIRONMENTAL PROTECTION AGENCY
REGION III**

In the Matter of:

ROBERT AND MIRIAM LOGUE

Respondents.

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No. TSCA-03-2011-0093

RECEIVED
ENVIRONMENTAL PROTECTION AGENCY
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EPA REGION III

CONSENT AGREEMENT

I. PRELIMINARY STATEMENT

1. This Consent Agreement is entered into by the Director of the Land and Chemicals Division, U. S. Environmental Protection Agency, Region III (“Complainant” or “EPA” or “Agency”) and Robert and Miriam Logue (“Respondents”), pursuant to Sections 409 and 16(a) of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. §§ 2689 and 2615(a), the federal regulations set forth at 40 C.F.R. Part 745, and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (“Consolidated Rules of Practice”), 40 C.F.R. Part 22 (with specific reference to 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3)).

2. The violations cited herein pertain to the Respondents’ alleged failure, as owners and lessors of certain housing, to comply with requirements of 40 C.F.R. Part 745, Subpart F, Section 1018(b)(5) of the Residential Lead-Based Paint Hazard Reduction Act (“RLBPHRA”), 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

3. In accordance with 40 C.F.R. § 22.13(b) and .18(b)(2) and (3) of the Consolidated Rules

of Practice, Complainant hereby simultaneously commences and resolves, as part of the settlement set forth herein, EPA's civil claims alleged in Section III ("Findings of Fact and Conclusions of Law") of this Consent Agreement.

II. JURISDICTION

4. The U.S. Environmental Protection Agency and the Office of Administrative Law Judges of the EPA have jurisdiction over the above-captioned matter pursuant to Sections 16 and 409 of TSCA, 15 U.S.C. §§ 2615 and 2689, Section 1018 of Title X of the RLBPHRA, 42 U.S.C. § 4852d, 40 C.F.R. Part 745, Subpart F, and 40 C.F.R. §§ 22.1(a)(5) and 22.4 of the *Consolidated Rules of Practice*.

III. GENERAL PROVISIONS

5. For purposes of this proceeding, Respondents admit the jurisdictional allegations set forth in this Consent Agreement and the attached Final Order, hereinafter collectively referred to as the "CAFO".
6. Except as provided in Paragraph 5 of this Consent Agreement, for purposes of this proceeding, Respondents neither admit nor deny the factual allegations and legal conclusions set forth in this Consent Agreement.

7. Respondents agree not to contest the jurisdiction of EPA with respect to the execution of this Consent Agreement, the issuance of the attached Final Order, or the enforcement of this CAFO.
8. For purposes of this proceeding only, Respondents hereby expressly waive any right to contest any issue of law or fact set forth in this Consent Agreement and any right to appeal the accompanying Final Order.
9. Respondents consent to the issuance of this CAFO and agrees to comply with its terms and conditions.
10. Each Party to this Consent Agreement shall bear its own costs and attorney's fees.

IV. FINDINGS OF FACT AND CONCLUSIONS OF LAW

11. In accordance with 40 C.F.R. § 22.13(b) and .18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant alleges and adopts the Findings of Fact and Conclusions of Law set forth immediately below.
12. Pursuant to RLBPHRA Section 1004(27), 42 U.S.C. § 4851b(27), TSCA Section 401(17), 15 U.S.C. § 2681(17), and 40 C.F.R. § 745.103, the term "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.”

13. Pursuant to RLBPHRA Section 1004(23), 42 U.S.C. § 4851b(23), TSCA Section 401(14), 15 U.S.C. § 2681(14), and 40 C.F.R. § 745.103, the term “residential dwelling” means either a single family dwelling, including attached structures such as porches and stoops, or a single-family dwelling unit in a structure that contains more than one separate residential dwelling unit, and in which each such unit is used or occupied, or intended to be used or occupied, in whole or in part, as the residence of one or more persons.
14. Respondents at all times relevant to the violations alleged in this Consent Agreement, were the “owner” and “lessor” of the following “residential dwellings”, as those terms are defined at 40 C.F.R. § 745.103, as outlined in the table below:

Reference Number	Minor Children	Rental Property Address	Date of Lease	Disclosure Form Date
1	yes	678 First Ave., Williamsport, PA	7/14/2008	none
2		680 First Ave., Williamsport, PA	6/1/2008	none
3		606 Third Ave., Williamsport, PA	10/1/2008	10/8/2008
4	yes	610 Third Ave., Williamsport, PA	2/1/2007	10/8/2008

5		612 Third Ave., Williamsport, PA	2/15/2008	10/8/2007
6		422 High St., 1st floor Williamsport, PA	2/1/2007	10/8/2008
7	yes	422 High St., 2nd floor, Williamsport, PA	2/23/2007	10/8/2008
8		632 Pine St., 1st floor, Williamsport, PA	9/1/2008	10/8/2008
9	yes	632 Pine St., 2nd floor, Williamsport, PA	3/1/2006	none
10	yes	632 Pine St., 2nd floor, Williamsport, PA	3/1/2007	10/8/2008
11		632 Pine St., 3rd floor, Williamsport, PA	9/1/2007	10/8/2008
12		636 Pine St., 2nd floor, Williamsport, PA	3/1/2006	10/8/2008
13		1004 Memorial Ave., Williamsport, PA	10/3/2006	10/8/2008
14		1010 Memorial Ave., Williamsport, PA	7/24/2007	10/8/2008
15		1012 Memorial Ave., Williamsport, PA	2/1/2007	10/8/2008
16	yes	815 Mulberry St., Williamsport, PA	9/1/2007	none
17	yes	117 Schaffer St., Williamsport, PA	12/5/2006	10/12/2008
18		1533 Scott St., Williamsport, PA	8/1/2008	10/8/2008
19		434 Sheridan St., Williamsport, PA	8/17/2006	none
20	yes	506 Thomas Ave., Williamsport, PA	12/15/2006	10/8/2008
21	yes	701 Valley St., Duboistown, PA	12/8/2006	none

15. Each of the residential dwellings referred to above was constructed prior to 1978 and is

“target housing” as that term is defined at 40 C.F.R. § 745.103. Each such residential dwelling is hereinafter referred as the “Target Housing.”

16. Pursuant to 40 C.F.R. § 745.103, the term “lead-based paint” means “paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square centimeter [mg/cm²] or 0.5 percent by weight.”

17. None of the lease agreements associated with the Target Housing involved:
 - (1) a “[s]ale[] of target housing at foreclosure,” as provided at 40 C.F.R. § 745.101(a);
 - (2) a “[l]ease[] of target housing . . . found to be lead-based paint free by an inspector certified under the Federal certification program or under a federally accredited State or tribal certification program,” as provided at 40 C.F.R. § 745.101(b);
 - (3) a “[s]hort-term lease[] of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101 (c); or
 - (4) a “[r]enewal[] of [an] existing lease[] . . . in which the lessor has previously disclosed all information required under § 745.107 and where no new information described in § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

18. Lessees moved into, and resided at, each Target Housing unit during the term of the lease agreement for each such Target Housing.

19. At the time that the relevant lease agreement for each Target Housing was executed, and at all times relevant to the violations alleged herein, the lessees of such Target Housing units were “lessees” of the Target Housing, as those terms are defined in 40 C.F.R. § 745.103.

20. 40 C.F.R. § 745.113(b) provides in relevant part that: “[e]ach contract to lease target housing shall include as an attachment or within the contract, the following elements, in the language of the contract (e.g., English, Spanish): (1) A Lead Warning Statement... (2) A statement by the Lessor disclosing the presence of known lead-based paint... or indicating no knowledge of the presence of lead-based paint... (3) A list of any records or reports available to the lessor pertaining to lead-based paint... in the housing... (4) A statement by the lessee affirming receipt of the information set out in paragraphs (b)(2) and (b)(3) of this section and the lead hazard information pamphlet required under 15 U.S.C. 2696.”

COUNTS 1 THROUGH 21

21. The allegations of Paragraphs 1 through 20 of this CAFO are incorporated herein by reference.
22. 40 C.F.R. § 745.107(a)(1) provides, in relevant part, that the seller or lessor shall provide to the purchaser or lessee the EPA-approved lead hazard information/pamphlet (hereinafter, "EPA Pamphlet").
23. For lease transactions listed in paragraph 14, Respondents failed to provide the lessee with a copy of the EPA Pamphlet as required by 40 C.F.R. § 745.107(a)(1).
24. Respondents' failure to provide the lessee of the property listed in paragraph 14, the EPA Pamphlet, as required by 40 C.F.R. § 745.107(a)(1), constitutes a violation of RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5), and TSCA Section 409, 15 U.S.C. § 2689.

Counts 22 - 42:

25. The allegations of Paragraphs 1 through 24 of this CAFO are incorporated herein by reference.

26. 40 C.F.R. § 745.113(b)(1) provides, in relevant part, that each contract to lease target housing shall include, as an attachment or within the contract, a “Lead Warning Statement” containing the language set forth therein.
27. The contract for the lease of the property as listed in paragraph 14 of this CAFO, did not include as an attachment or within the lease contract, the Lead Warning Statement required by 40 C.F.R. § 745.113(b)(1).
28. Respondents’ failure to include as an attachment or within the lease contract for the property as listed in paragraph 14 of this CAFO the Lead Warning Statement required by 40 C.F.R. § 745.113(b)(1), constitutes a violation of RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5), and TSCA Section 409, 15 U.S.C. § 2689.

Counts 43 - 63:

29. The allegations of Paragraphs 1 through 28 of this CAFO are incorporated herein by reference.
30. 40 C.F.R. § 745.113(b)(2) provides, in relevant part, that each contract to lease target housing shall include, as an attachment or within the contract: [a] statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the

target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards. The lessor shall also provide any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards and the condition of the painted surfaces. (These alternative statements and disclosures shall hereinafter be collectively referred to as the "Disclosure Statement.")

31. The contract for the lease of the property as listed in paragraph 14 of this CAFO, did not include as an attachment or within the lease contract, the Disclosure Statement required by 40 C.F.R. § 745.113(b)(2).
32. Respondents' failure to include as an attachment or within the lease contract for the property as listed in paragraph 14 of this CAFO the Disclosure Statement required by 40 C.F.R. § 745.113(b)(2), constitutes a violation of RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5), and TSCA Section 409, 15 U.S.C. § 2689.

Counts 64 - 84:

33. The allegations of Paragraphs 1 through 32 of this CAFO are incorporated herein by reference.

34. 40 C.F.R. § 745.113(b)(3) provides, in relevant part, that each contract to lease target housing shall include as an attachment or within the contract, “a list of any records or reports available to the seller pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the lessee. If no such records or reports are available, the lessor shall so indicate” (such list, or the alternative statement that no such records or reports are available, shall hereinafter be referred to as the “Disclosure List”).
35. The contract for the lease of the property as listed in paragraph 14 of this CAFO, did not include as an attachment or within the lease contract, the Disclosure List required by 40 C.F.R. § 745.113(b)(3).
36. Respondents’ failure to include as an attachment or within the lease contract for the property as listed in paragraph 14 of this CAFO the Disclosure List required by 40 C.F.R. § 745.113(b)(3), constitutes a violation of RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5), and TSCA Section 409, 15 U.S.C. § 2689.

Counts 85 - 105:

37. The allegations of Paragraphs 1 through 36 of this CAFO are incorporated herein by reference.
38. 40 C.F.R. § 745.113(b)(4) provides, in relevant part, that each contract to lease target housing shall include as an attachment or within the contract, “a statement by the lessee affirming receipt of the information set out in paragraphs (b)(2) and (b)(3) of this section and the lead hazard information pamphlet required under 15 U.S. C. 2696” (hereinafter referred to as the “Receipt of Information Statement”).
39. The contract for the lease of the property as listed in paragraph 14 of this CAFO, did not include as an attachment or within the lease contract, the Receipt of Information Statement required by 40 C.F.R. § 745.113(b)(4).
40. Respondents’ failure to include as an attachment or within the lease contract for the property as listed in paragraph 14 of this CAFO the Receipt of Information Statement required by 40 C.F.R. § 745.113(b)(4), constitutes a violation of RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5), and TSCA Section 409, 15 U.S.C. § 2689.

Counts 106 - 126:

41. The allegations of Paragraphs 1 through 40 of this CAFO are incorporated herein by reference.
42. 40 C.F.R. § 745.113(b)(6) provides, in relevant part, that each contract to lease target housing shall include as an attachment or within the contract, “the signatures of the lessors, agents, and lessees, certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of signature” (hereinafter referred to as the “Certification of Accuracy”).
43. The contract for the lease of the property as listed in paragraph 14 of this CAFO, did not include as an attachment or within the lease contract, the Certification of Accuracy required by 40 C.F.R. § 745.113(b)(6).
44. Respondents’ failure to include as an attachment or within the lease contract for the property as listed in paragraph 14 of this CAFO the Certification of Accuracy Statement required by 40 C.F.R. § 745.113(b)(6), constitutes a violation of RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5), and TSCA Section 409, 15 U.S.C. § 2689.

V. CIVIL PENALTY

45. In full settlement of any and all civil charges and allegations set forth in this CAFO, and in consideration of each provision of this CAFO, Respondents consent to the assessment of a civil penalty of six thousand dollars (\$6,000), plus applicable interest¹. Respondents consent to pay the civil penalty in the manner set forth in the following schedule:

Payment	Payment Due	Principle	Interest
Payment 1 (0-30 days)	\$3,000.00	\$3,000.00	-0-
Payment 2 (30-60 days)	\$252.47	\$250.00	\$2.47
Payment 3 (60-90 days)	\$252.26	\$250.00	\$2.26
Payment 4 (90-120 days)	\$252.05	\$250.00	\$2.05
Payment 5 (120-150 days)	\$251.85	\$250.00	\$1.85
Payment 6 (150-180 days)	\$251.64	\$250.00	\$1.64
Payment 7 (210-240 days)	\$251.44	\$250.00	\$1.44
Payment 8 (240-270 days)	\$251.23	\$250.00	\$1.23
Payment 9 (300-330 days)	\$251.03	\$250.00	\$1.03
Payment 10 (330-360 days)	\$250.82	\$250.00	\$0.82
Payment 11 (360-390 days)	\$250.62	\$250.00	\$0.62
Payment 12 (420-450 days)	\$250.41	\$250.00	\$0.41
Payment 13 (480-510 days)	\$250.21	\$250.00	\$0.21
Totals	\$6016.03	\$6,000.00	\$16.03

¹Interest is calculated at 1% per annum.

- a. Respondents shall pay the civil penalty assessed in paragraph 45 above, which includes applicable interest, in accordance with the schedule in paragraph 45, beginning on the effective date of this Consent Agreement and the attached Final Order.
 - b. The effective date of this Consent Agreement and the attached Final Order is the date on which the Final Order is filed with the Regional Hearing Clerk of U.S. EPA-Region III.
46. The Parties represent that the settlement terms are reasonable and are based upon EPA's consideration of a number of factors, including the penalty criteria set forth in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), *i.e.*, the nature, circumstances, extent and gravity of the violations, and with respect to the Respondents', ability to pay, effect on ability to continue to do business, any history of prior such violations, the degree of culpability, and such other matters as justice may require. These factors were applied to the particular facts and circumstances of this case with specific reference to EPA's *Section 1018 — Disclosure Rule Enforcement Response and Penalty Policy* ("December 2007 ERPP"). EPA also has considered the *Adjustment of Civil Monetary Penalties for Inflation*, as set forth in 40 C.F.R. Part 19, and the September 21, 2004 memorandum by Acting EPA Assistant Administrator Thomas V. Skinner entitled, *Modifications to EPA Penalty Policies to Implement the Civil Monetary Penalty Inflation Adjustment Rule* ("2004 Skinner Memorandum"). Pursuant to 40 C.F.R. Part 19, penalties for Disclosure Rule violations occurring after January 30, 1997 were increased by 10% to account for inflation, thereby adjusting the statutory maximum penalty to \$11,000. While the statutory maximum penalty for Disclosure Rule violations remains at \$11,000, 40 C.F.R.

Part 19 and the 2004 Skinner Memorandum provide that penalties for Disclosure Rule violations occurring after March 15, 2004, are to be increased by an additional 17.23% to account for subsequent inflation, not to exceed the aforementioned \$11,000 limitation.

The December 2007 ERPP recognizes and incorporates the above penalty inflation adjustment requirements in its penalty calculation methodology, guidance and appended matrices.

47. Payment of the civil penalty amount described in Paragraph 45 above, shall be made by either cashier's check, certified check or electronic wire transfer, in the following manner:
- a. All payments by Respondents shall reference its name and address, and the Docket Number of this action, *i.e.*, TSCA-03-2011-0093;
 - b. All checks shall be made payable to **“United States Treasury”**;
 - c. All payments made by check and sent by regular mail shall be addressed and mailed to:

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

Contact: Eric Volck 513-487-2105

- d. All payments made by check and sent by overnight delivery service shall be addressed and mailed to:

U.S. Bank

Government Lockbox 979077
U.S. EPA, Fines & Penalties
1005 Convention Plaza
Mail Station SL-MO-C2-GL
St. Louis, MO 63101

Contact: 314-418-1028

- e. All payments made by check in any currency drawn on banks with no USA

branches shall be addressed for delivery to:

Cincinnati Finance
U.S. EPA, MS-NWD
26 W. M.L. King Drive
Cincinnati, OH 45268-0001

- f. All payments made by electronic wire transfer shall be directed to:

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, NY 10045

Field Tag 4200 of the Fedwire message should read "D 68010727 Environmental
Protection Agency"

- g. All electronic payments made through the automated clearinghouse (ACH), also known as Remittance Express (REX), shall be directed to:

US Treasury REX / Cashlink ACH Receiver
ABA = 051036706
Account No.: 310006, Environmental Protection Agency
CTX Format Transaction Code 22 - Checking

Physical location of U.S. Treasury facility:

5700 Rivertech Court
Riverdale, MD 20737

Contact: Jesse White 301-887-6548 or REX, 1-866-234-5681

- h. On-Line Payment Option:

WWW.PAY.GOV/PAYGOV

Enter sfo 1.1 in the search field. Open and complete the form.

- i. Additional payment guidance is available at:

http://www.epa.gov/ocfo/finservices/make_a_payment.htm

- j. Copies of all checks and/or copies of all electronic fund transfers made in payment of the penalty described in Paragraph 45 shall be sent simultaneously to:

Gregory J. Smith
Senior Assistant Regional Counsel
U.S. Environmental Protection Agency

Region III (Mail Code 3RC00)
1650 Arch Street
Philadelphia, PA 19103-2029

and

Ms. Lydia Guy
Regional Hearing Clerk
U.S. Environmental Protection Agency
Region III (Mail Code 3RC00)
1650 Arch Street
Philadelphia, PA 19103-2029

48. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, EPA is entitled to assess interest and late payment penalties on outstanding debts owed to the United States and a charge to cover the costs of processing and handling a delinquent claim, as more fully described below. Accordingly, Respondents' failure to make timely payment or to comply with the conditions in this Consent Agreement and Final Order shall result in the assessment of late payment charges including interest, penalties, and/or administrative costs of handling delinquent debts.
49. Interest on the civil penalty assessed in this CAFO will begin to accrue on the date that a copy of this CAFO is mailed or hand-delivered to the Respondents. However, EPA will not seek to recover interest on any amount of the civil penalty that is paid within thirty (30) calendar days after the date on which such interest begins to accrue. Interest will be

assessed at the rate of the United States Treasury tax and loan rate in accordance with 40 C.F.R. §13.11(a).

50. The costs of EPA's administrative handling of overdue debts is charged and assessed monthly throughout the period the debt is overdue. 40 C.F.R. §13.11(b). Pursuant to Appendix 2 of EPA's *Resources Management Directives - Cash Management*, Chapter 9, EPA will assess a \$15.00 administrative handling charge for administrative costs on unpaid penalties for the first thirty (30) day period after the payment is due and an additional \$15.00 for each subsequent thirty (30) days the penalty remains unpaid.
51. A penalty charge of six (6) percent per year will be assessed monthly on any portion of the civil penalty which remains delinquent more than ninety (90) calendar days. 40 C.F.R. §13.11 (c). Should assessment of the penalty charge on the debt be required, it shall accrue from the first day payment is delinquent. 31 C.F.R. § 901.9(d).
52. Respondents agree not to deduct for federal tax purposes the civil penalty specified in this Consent Agreement and the accompanying Final Order.

VI. EFFECT OF SETTLEMENT

53. The settlement set forth in this CAFO shall constitute full and final satisfaction of all civil claims for penalties which Complainant may have under TSCA and/or the RLBPHRA for the specific violations alleged in Section IV (“Findings of Fact and Conclusions of Law”), above. Compliance with this CAFO shall not be a defense to any action commenced at any time for any other violation of the federal laws and regulations administered by EPA.

VII. OTHER APPLICABLE LAWS

54. Nothing in this CAFO shall relieve Respondents of their obligation to comply with all applicable federal, state, and local laws and regulations.

VIII. CERTIFICATION OF COMPLIANCE

55. Respondents certify to Complainant, upon investigation, to the best of their knowledge and belief, that such Respondents, as the “owner” of the properties that are referenced in this Consent Agreement, are currently in compliance with the provisions of TSCA, the RLBPHRA and 40 C.F.R. Part 745, Subpart F.

IX. RESERVATION OF RIGHTS

56. This Consent Agreement and the accompanying Final Order resolve only EPA’s claims for civil monetary penalties for the specific violations alleged in Section IV (“Findings of

Fact and Conclusions of Law”) herein. EPA reserves the right to commence action against any person, including Respondents, in response to any condition which EPA determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment. In addition, this settlement is subject to all limitations on the scope of resolution and to the reservation of rights set forth in Section 22.18 (c) of the Consolidated Rules of Practice. Further, EPA reserves any rights and remedies available to it under TSCA, the RLBPHRA, the regulations promulgated thereunder, and any other federal laws or regulations for which EPA has jurisdiction, to enforce the provisions of this CAFO, following its filing with the EPA Regional Hearing Clerk.

X. PARTIES BOUND

57. This Consent Agreement and the accompanying Final Order shall apply to and be binding upon the EPA, the Respondents, and Respondents’ successors and assigns. By their signature below, the Respondents acknowledge that they are legally bound to the terms and conditions of this Consent Agreement and Final Order.

XI. EFFECTIVE DATE

58. The effective date of this Consent Agreement and the accompanying Final Order is the date on which the Final Order, signed by the Regional Administrator of EPA Region III,

or his designee, the Regional Judicial Officer, is filed with the EPA Regional Hearing Clerk pursuant to the Consolidated Rules of Practice.

XII. ENTIRE AGREEMENT

59. This Consent Agreement and the accompanying Final Order constitute the entire agreement and understanding of the parties regarding settlement of all claims pertaining to the specific violations alleged herein and there are no representations, warranties, covenants, terms, or conditions agreed upon between the parties other than those expressed in this CAFO.

Respondents:

Date: 6/20/2011

Robert Logue
Robert Logue

Date: 6/20/2011

Miriam Logue
Miriam Logue

For Complainant:

Date: 6/30/2011

Gregory J. Smith
Gregory J. Smith
Sr. Asst. Regional Counsel
U.S. EPA Region III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029

Accordingly, I hereby recommend that the Regional Administrator, or his designee, the Regional
Judicial Officer, issue the attached Final Order.

Date: 7/15/2011



Abraham Ferdas, Director
Land and Chemicals Division
U.S. EPA Region III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029

**BEFORE THE UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY**

In the Matter of: :
 :
ROBERT AND MIRIAM LOGUE :
 :
 : **Docket No. TSCA-03-2011-0093**
Respondents. :
 : **Proceeding under Sections 409 and 16(a)**
 : **of the Toxic Substances Control Act,**
 : **15 U.S.C. §§ 2689 and 2615(a)**
 :

FINAL ORDER

Complainant, the Director of the Land and Chemicals Division, U.S. Environmental Protection Agency - Region III, and the above-captioned Respondents have executed a document entitled "Consent Agreement," which I hereby ratify as a Consent Agreement in accordance with the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits ("Consolidated Rules of Practice"), 40 C.F.R. Part 22. The terms of the foregoing Consent Agreement are accepted by the undersigned and incorporated herein as if set forth at length.

WHEREFORE, Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 ("RLBPHRA"), 42 U.S.C. §§ 4851 *et seq.*, and 40 C.F.R. Part 745, Subpart F, authorize the assessment of a civil penalty under Section 16 of the Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2615, for violations of the RLBPHRA, and having determined, based on the representations of the parties to the attached Consent Agreement, that the agreed-upon six thousand dollars (\$6,000.00) civil penalty was based upon consideration of the factors set forth in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), **IT IS HEREBY ORDERED** that

BEFORE THE
ENVIRONMENTAL PROTECTION AGENCY
REGION III

In the Matter of: :
: :
ROBERT AND MIRIAM LOGUE :
: : No. TSCA-03-2011-0093
Respondents. : :

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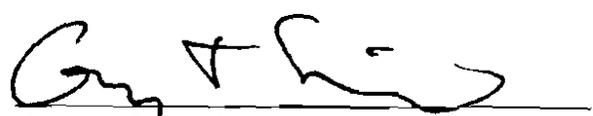
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CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that, on the date provided below, the original and one true and correct copy of the foregoing Consent Agreement and Final Order were hand-delivered to and filed with the Regional Hearing Clerk (3RC30), U.S.EPA - Region III, 1650 Arch Street, Philadelphia, PA, and that true and correct copies were served regular U.S. Mail upon the following persons:

Robert & Miriam Logue
121 Shaffer Street
S. Williamsport, PA 17702-6727

Date: Aug. 4 2011


Gregory J. Smith
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