



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

FEB 08 2008

REPLY TO THE ATTENTION OF:

LC-8J

CERTIFIED MAIL

Receipt No. 7001 0320 0005 8931 8694

Randy L. Houle
1400 North 13th Street
Terre Haute, Indiana 47807

Consent Agreement and Final Order, Docket No. TSCA-05-2008-0004

Dear Mr. Houle:

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 February 8, 2008 with the Regional Hearing Clerk.

The civil penalty in the amount of \$2,203 is to be paid in the manner prescribed in paragraphs 39 through 41. Please be certain that the case docket number and the billing document (BD) number **BD 2750847X003** are written on both the transmittal letter and on the face of the check. Payment is due by March 10, 2008 (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.)
Ignacio Arrazola, ORC/C-14J (w/Encl.)
Erick Volck, Cincinnati Finance/MWD (w/Encl.)

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5**

In the Matter of:

**Randy L. Houle
Terre Haute, Indiana**

Respondent.

) **Docket No. TSCA-05-2008-0004**
)
) **Proceeding to Assess a Civil Penalty**
) **under Section 16(a) of the Toxics**
) **Substances Control Act,**
) **15 U.S.C. § 2615(a)**

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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 U.S. Environmental Protection Agency (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 (2007).

2. The Complainant is, by lawful delegation, the Director of the Land and Chemicals Division, EPA, Region 5.

3. Respondent is Randy L. Houle (Respondent or Houle), with a place of business at 1400 North 13th Street, Terre Haute, Indiana.

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) (2007).

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, 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 “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.

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 “agent” as any party who enters into a contract with a seller or lessor, including any party who enters into a contract with a representative of the seller or lessor, for the purpose of selling or leasing target housing.

14. 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.

15. 40 C.F.R. § 745.113(b)(1) of the Disclosure Rule requires the lessor to include, as an attachment or within the contract, a lead warning statement before a lessee is obligated under the contract to lease target housing.

16. 40 C.F.R. § 745.113(b)(2) requires the lessor to 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.

17. 40 C.F.R. § 745.113(b)(3) requires the lessor to include, as an attachment or within the contract, a list of any records or reports available to the lessor pertaining to lead-based paint and/or lead-based paint hazards in the housing that has been provided to the lessee. If no such records or reports are available, the lessor must so indicate.

18. 40 C.F.R. § 745.113(b)(4) requires the lessor to include, as an attachment or within 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 before a lessee is obligated under the contract to lease target housing.

19. 40 C.F.R. § 745.113(b)(6) requires the lessor to include, as an attachment or within the contract, the signatures of the lessor and the lessee certifying to the accuracy of their statements to the best of their knowledge along with the dates of signature before a lessee is obligated under the contract to lease target housing.

20. Under 40 C.F.R. § 745.100, a lessor of target housing must complete the specified disclosure activities before a lessee is obligated under any contract to lease target housing.

21. 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

22. Between October 1, 2001 and February 8, 2007, Houle owned the following six residential properties containing ten rental units in Terre Haute, Indiana: 1653 3rd Avenue, 1108 North 6th Street, 825 North 9th Street, 204 South 12th Street, 126 North 14th Street, 2302 Locust Street (referred to individually as “Residential Rental Property” and collectively as the “Residential Rental Properties”). Respondent’s Residential Rental Properties were constructed prior to 1978.

23. The Residential Rental Properties and each unit within the Residential Rental Properties referenced in paragraph 22, above, are “target housing” as defined in 40 C.F.R. § 745.103.

24. On the following dates, Respondent entered into the following 14 written rental agreements (Rental Contracts) with individuals for the lease of units in the Residential Rental Properties identified below:

Address	Unit	Date of Contract to Lease
1635 3 rd Avenue		03/01/2004
1635 3 rd Avenue		08/03/2004
1108 North 6 th Street	#2	09/01/2005
825 North 9 th Street		09/08/2003
204 South 12 th Street		03/31/2003
204 South 12 th Street		09/12/2003
126 North 14 th Street		12/01/2003
126 North 14 th Street		06/28/2004
2302 Locust Street	#1	03/01/2004
2302 Locust Street	#2	03/04/2004
2302 Locust Street	#3	07/13/2002
2302 Locust Street	#3	07/02/2004
2302 Locust Street	#4	08/30/2002
2302 Locust Street	#4	04/06/2004

25. Each of the 14 Rental Contracts, referenced in the table in paragraph 24, above, covered a term of occupancy greater than 100 days.

26. Between at least October 1, 2001 and February 8, 2007, the Respondent as the lessor of each Residential Rental Property, offered for lease units in its buildings, and individuals entered into contracts on the dates listed in paragraph 24, above, to lease those units.

27. Respondent is a "lessor," as defined by 40 C.F.R. § 745.103, since he offered target housing referenced in paragraph 24, above, for lease.

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

29. On February 3, 2005, the Vigo County Health Department conducted a risk assessment for 1635 3rd Avenue in Terre Haute, Indiana that included lead sampling of the house and yard. Based on the risk assessment referenced in this paragraph, the Vigo County Health Department identified the following areas at 1635 3rd Avenue in Terre Haute, Indiana with observable potential lead hazards: the peeling exterior paint on the front door casing and window

sills; the bare exterior soil in the back yard play area; and interior dust on the floor at the front door and on the living room and bedroom window sills. In February 2005, Houle received a copy of the results of the lead sampling from the Vigo County Health Department.

Alleged Violations

30. Respondent failed to include, either within the contract for the lease of the unit or as an attachment to the contract, a lead warning statement before the lessees were obligated under the Rental Contracts dated March 1, 2004, August 3, 2004, September 1, 2005, September 8, 2003, March 31, 2003, September 12, 2003, December 1, 2003, June 28, 2004, March 1, 2004, March 4, 2004, July 13, 2002, July 2, 2004, August 30, 2002, and April 6, 2004 referenced in paragraph 24, above, as required by 40 C.F.R. § 745.100 and 40 C.F.R. § 745.113(b)(1).

31. Respondent failed to include, either within the contract for the lease of the unit or as an attachment to the contract, a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards before the lessees were obligated under the Rental Contracts dated March 1, 2004, August 3, 2004, September 1, 2005, September 8, 2003, March 31, 2003, September 12, 2003, December 1, 2003, June 28, 2004, March 1, 2004, March 4, 2004, July 13, 2002, July 2, 2004, August 30, 2002, and April 6, 2004 referenced in paragraph 24, above, as required by 40 C.F.R. § 745.100 and 40 C.F.R. § 745.113(b)(2).

32. Respondent failed to include, either within the contract for the lease of the unit or as an attachment to the contract, a list of any records or reports available to the lessor that pertain to lead-based paint and/or lead-based paint hazard information, before the lessees were obligated under the Rental Contracts dated March 1, 2004, August 3, 2004, September 1, 2005, September 8, 2003, March 31, 2003, September 12, 2003, December 1, 2003, June 28, 2004, March 1, 2004, March 4,

2004, July 13, 2002, July 2, 2004, August 30, 2002, and April 6, 2004 referenced in paragraph 24, above, as required by 40 C.F.R. § 745.100 and 40 C.F.R. § 745.113(b)(3).

33. Respondent failed to include, either within the contract for the lease of the unit or as an attachment to the contract, a statement by the lessees affirming receipt of the information required by 40 C.F.R. § 745.113(b)(2) and (b)(3) before the lessees were obligated under the Rental Contracts dated March 1, 2004, August 3, 2004, September 1, 2005, September 8, 2003, March 31, 2003, September 12, 2003, December 1, 2003, June 28, 2004, March 1, 2004, March 4, 2004, July 13, 2002, July 2, 2004, August 30, 2002, and April 6, 2004 referenced in paragraph 24, above, as required by 40 C.F.R. § 745.100 and 40 C.F.R. § 745.113(b)(4).

34. Respondent failed to include either within the contract for the lease of the unit or as an attachment to the contract, the signatures of the lessor and the lessees certifying to the accuracy of their statements and the dates of such signature before the lessees were obligated under the Rental Contracts dated March 1, 2004, August 3, 2004, September 1, 2005, September 8, 2003, March 31, 2003, September 12, 2003, December 1, 2003, June 28, 2004, March 1, 2004, March 4, 2004, July 13, 2002, July 2, 2004, August 30, 2002, and April 6, 2004 referenced in paragraph 24, above, as required by 40 C.F.R. § 745.100 and 40 C.F.R. § 745.113(b)(6).

Penalty Calculation

35. 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 Section 409 of TSCA. 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]).

36. In determining a civil penalty, the 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.

37. Based on evaluation of the stipulated facts and the statutory factors enumerated above, EPA determined that the proposed civil penalty is \$21,430. In consideration of Respondent's cooperation and other factors as justice may require, EPA agrees to mitigate the proposed penalty from \$21,430 to \$19,287.

38. In consideration of Respondent's agreement to perform the Window Replacement Project specified in paragraphs 44 to 56, below, EPA agrees to further mitigate the penalty of \$19,287 to \$2,203.

39. Respondent shall pay the \$2,203 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.

40. Respondent shall send the check by regular U.S. Postal Service mail to:

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

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

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

42. If Respondent does not timely pay the civil penalty, or any stipulated penalties under paragraph 53, below, 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).

43. 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, 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.

Lead Abatement Projects and Lead Clearance Sampling

44. Within six months after entry of this CAFO, Respondent must complete a Lead Abatement Project and lead clearance sampling designed to protect tenants from potential lead-based paint hazards by replacing windows in the rental property at 204 South 12th Street, Terre Haute, Indiana. Within twelve months after the entry of this CAFO, Respondent must complete

a Lead Abatement Project and lead clearance sampling designed to protect tenants from potential lead-based paint hazards by replacing windows and abating other lead-based paint hazards at the rental property at 2302 Locust Street, Terre Haute, Indiana.

45. The Lead Abatement Projects 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 licensed and certified to perform such work under state and local laws and regulations.

46. Respondent must perform standard lead clearance sampling upon completion of each of the Lead Abatement Projects using HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (June 1995), and executed by individuals licensed and certified to perform such work under state and local laws, in the properties listed in paragraph 44, 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 Lead Abatement Projects. In addition, Respondent must perform standard lead clearance sampling consistent with this paragraph prior to the start of the Lead Abatement Project at the rental property at 2302 Locust Street, Terre Haute, Indiana.

47. Respondent must spend at least \$17,450 to complete both of the Lead Abatement Projects and the lead clearance sampling.

48. Respondent certifies that Respondent is not required to perform the Lead Abatement Projects 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 Lead Abatement Projects in any other enforcement action.

49. EPA may inspect the property at any time to monitor Respondent's compliance with this CAFO's requirements. Any access to the buildings 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.

50. Respondent must submit a project completion and lead clearance sampling report for each of the Lead Abatement Projects within 30 days after the applicable completion deadline set forth in paragraph 44, above. Each of these reports must contain the following information:

- a. a description of the completed Lead Abatement Project which includes the sampling information contained in subparagraph b, below;
- b. a clearance sampling report giving sampling locations, sample results, and documentation of analytical quality assurance/quality control for any lead clearance sampling required by paragraph 46, above;
- c. itemized costs of goods and services used to complete each Lead 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 property;
- 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. provide documentation that the individuals who performed the Window Replacement Project and the lead clearance sampling are licensed and certified to perform such work in accordance with the state and local laws and regulations;
- f. certification that Respondent has completed the Lead Abatement 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 Lead Abatement Project and lead clearance sampling.

51. Respondent must submit all reports required by the CAFO by first class mail to Estrella Calvo, at the address in paragraph 41, above.

52. 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.

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

- a. If Respondent does not complete the Lead Abatement Projects and lead clearance sampling according to this CAFO, Respondent must pay a stipulated penalty of \$17,450;
- b. If Respondent spends less on the completed Lead Abatement Projects and lead clearance sampling than the amount set forth in paragraph 47, above, Respondent must pay a stipulated penalty equal to the difference between the amount it spent on the SEP and the amount set forth in paragraph 47;
- c. If Respondent fails to ensure and document that lead clearance sampling work for each of the properties listed in paragraph 44, above, is executed by individuals licensed and 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 \$5,000;
- d. If Respondent fails to ensure and document that each of the Lead Abatement Projects complies with the requirements of paragraphs 44 to 47, above, Respondent shall pay a stipulated penalty of \$5,000; and
- e. If Respondent fails to submit timely a project completion and lead clearance sampling report addressing each of the requirements in paragraph 50, above, or if Respondent fails to satisfactorily address each requirement of paragraph 50, above, in a project completion and lead clearance sampling report, 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 \$10,000 for each report.

54. EPA's reasonable and good faith determination of whether the Respondent satisfactorily completed the Lead Abatement Projects and lead clearance sampling and whether Respondent made good faith, timely efforts to complete the Lead Abatement Projects and lead clearance sampling will bind Respondent for the purposes of this CAFO.

55. Respondent 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. Respondent will use the method of payment specified in paragraphs 38 through 40, above, and will pay interest, handling charges, and nonpayment penalties on any overdue amounts.

56. **Force Majeure.** a. If any event occurs which causes or may cause delays in the completion of the SEP as required under this Agreement, Respondent shall notify Complainant in writing not more than 10 days after the delay or Respondent's knowledge of the anticipated delay, whichever is earlier. The notice shall describe in detail the anticipated length of the delay, the precise cause or causes of the delay, the measures taken and to be taken by Respondent to prevent or minimize the delay, and the timetable by which those measures will be implemented. The Respondent shall adopt all reasonable measures to avoid or minimize any such delay. Failure by Respondent to comply with the notice requirements of this paragraph shall render this paragraph void and of no effect as to the particular incident involved and constitute a waiver of the Respondent's right to request an extension of its obligation under this Agreement based on such incident.

b. If the parties agree that the delay or anticipated delay in compliance with this Agreement has been or will be caused by circumstances entirely beyond the control of

Respondent, the time for performance hereunder may be extended for a period of no longer than the delay resulting from such circumstances. In such event, the parties shall stipulate to such extension of time.

c. In the event that the EPA does not agree that a delay in achieving compliance with the requirements of this Consent Agreement and Final Order has been or will be caused by circumstances beyond the control of the Respondent, EPA will notify Respondent in writing of its decision and any delays in the completion of the SEP shall not be excused.

d. The burden of proving that any delay is caused by circumstances entirely beyond the control of the Respondent shall rest with the Respondent. Increased costs or expenses associated with the implementation of actions called for by this Agreement shall not, in any event, be a basis for changes in this Agreement or extensions of time under section (b) of this paragraph. Delay in achievement of one interim step shall not necessarily justify or excuse delay in achievement of subsequent steps.

Terms of Settlement

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

58. 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.

59. 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.

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

61. This CAFO settles EPA's claims for civil penalties for violations the alleged

herein.

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

63. 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.

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

65. 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.

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

67. For Federal Income Tax purposes, Respondent agrees that it will neither capitalize into inventory or basis nor deduct any costs or expenditures incurred in performing the Lead Abatement Projects and lead clearance sampling.

68. Respondent shall not use any HUD assistance, including all HUD grants, as well as Community Development Block Grants, to perform the \$17,450 of window replacement and lead clearance sampling work required by this CAFO.

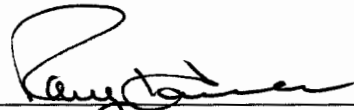
69. This CAFO constitutes the entire agreement between the parties.

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

Consent Agreement and Final Order
In the Matter of: Randy L. Houle

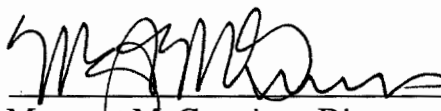
Docket No. TSCA-05-2008-0004

Date: JAN 16 2008

By: 
Randy L. Houle, Respondent

U.S. Environmental Protection Agency,
Complainant

Date: 2/4/08

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


In the Matter of: Randy L. Houle

Docket No. TSCA-05-2008-0004

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: 2/6/08



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

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US EPA REGION V
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CERTIFICATION OF SERVICE

I hereby certify that the original, signed copy of the Consent Agreement and Final Order, in resolution of the civil administrative action involving Randy L. Houle, was filed on February 8, 2008 with the Region Hearing Clerk, United States Environmental Protection Agency, Region 5, 77 West Jackson Boulevard (E-13J), Chicago, Illinois 60604, and I mailed by certified mail, Receipt No. 7001 0320 0005 8931 8694, a copy of the original to Respondent:

Randy L. Houle
1400 North 13th Street
Terre Haute, Indiana 47807

and forwarded copies, via intra-office mail, to:

Marcy Toney, Regional Judicial Officer (C-14J)
Ignacio Arrazola, Associate Regional Counsel (C-14J)
Erik Volck, Cincinnati Finance (MWD)

On the 8th day of February, 2008.



Estrella Calvo
Pesticides and Toxics Compliance Section
Chemicals Management Branch
Land and Chemicals Division
U.S. Environmental Protection Agency
Region 5

TSCA-05-2008-0004

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