



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 8

1595 WYNKOOP STREET
DENVER, CO 80202-1129
Phone 800-227-8917
<http://www.epa.gov/region08>

2016 FEB 17 AM 10:47

FILED
EPA REGION VIII
HEARING CLERK

DOCKET NO.: TSCA-08-2016-0002

IN THE MATTER OF:)

JH & JH PROPERTIES, LLC.)
1513 12TH Avenue South)
Fargo, North Dakota 58103)

FINAL ORDER

RESPONDENT)

Pursuant to 40 C.F.R. §22.13(b) and 22.18(b)(2)(3), of EPA's Consolidated Rules of Practice, the Consent Agreement resolving this matter is hereby approved and incorporated by reference into this Final Order.

The Respondent is hereby **ORDERED** to comply with all of the terms of the Consent Agreement, effective immediately upon receipt by Respondent of this Consent Agreement and Final Order.

SO ORDERED THIS 17th DAY OF February, 2016.

Thomas Rucki
Regional Judicial Officer

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 8

2016 FEB 17 AM 10:47

Docket No. TSCA-08-2016-0002

FILED
EPA REGION VIII
HEARING CLERK

IN THE MATTER OF:)
)
)
JH & JH Properties, LLC)
1513 12th Avenue South)
Fargo, North Dakota 58103)
)
Respondent.)
_____)

**EXPEDITED SETTLEMENT
AGREEMENT**

AUTHORITY

1. This Expedited Settlement Agreement (the Agreement), intended to simultaneously commence and conclude this matter, is being entered into by the United States Environmental Protection Agency, Region 8, by its duly delegated officials, and by JH & JH Properties, LLC (Respondent) pursuant to sections 16 and 409 of the Toxic Substances and Control Act (the Act), 15 U.S.C. §§ 2615, 2689, and 40 C.F.R. §§ 22.13(b), 22.18.

RESPONDENT

2. Respondent is a "person" for purposes of sections 16 and 409 of the Act, 15 U.S.C. §§ 2615, 2689.
3. Respondent is a "firm" as that term is defined in 40 C.F.R. § 745.83.

ALLEGED VIOLATIONS

4. On August 12, 2015, an authorized representative of the EPA conducted a compliance inspection at Respondent's jobsite at 727 3rd Street N, Fargo, North Dakota (Jobsite) to determine compliance with the Renovation, Repair and Painting (RRP) Rule, 40 C.F.R. Part 745, Subpart E.
5. The Jobsite is a residential housing property constructed prior to 1978 and is "target housing" as that term is defined in section 401 of the Act, 15 U.S.C. § 2681.
6. Respondent conducted a "renovation," as that term is defined at 40 C.F.R. § 745.83, by replacing windows at the Jobsite for compensation.
7. Firms performing renovations on target housing must apply to the EPA for certification pursuant to 40 C.F.R. § 745.89(a).
8. Respondent failed to obtain initial certification from the EPA prior to performing a renovation on target housing, as required by 40 C.F.R. § 745.89(a) and in violation of 40 C.F.R. § 745.81(a)(2)(ii).

**JH & JH Properties, LLC
EXPEDITED SETTLEMENT AGREEMENT**

9. Firms performing renovations on target housing must retain all records necessary to demonstrate compliance with the RRP Rule for a period of three (3) years following the completion of the renovation activities, as required by 40 C.F.R. § 745.86(a).
10. The EPA found that Respondent was unable to provide records documenting compliance with the RRP Rule for work at the Jobsite. Respondent therefore failed to keep records documenting compliance with the RRP Rule, as required by 40 C.F.R. § 745.86(a).
11. Respondent's failure to comply with 40 C.F.R. §§ 745.89 and 745.86(a) is a violation of the RRP regulations promulgated under section 402 of the Act, 15 U.S.C. § 2682, and is therefore a violation of section 409 of the Act, 15 U.S.C. § 2689.

SETTLEMENT

12. The EPA and Respondent agree that settlement of this matter is in the public interest, and the EPA and Respondent agree that execution of this Agreement and issuance of a Final Order without further litigation and without adjudication of any issue of fact or law, is the most appropriate means of resolving this matter.
13. Pursuant to section 16 of the Act, 15 U.S.C. § 2615, and based in part on the size of business, the nature, circumstances, extent and gravity of the violations alleged, and other relevant factors, EPA agrees that an appropriate civil penalty to settle this matter is two-thousand dollars (\$2,000).
14. By signing this Agreement, Respondent certifies that: (1) the alleged violations listed in the Agreement have been corrected, and Respondent has submitted true and accurate documentation of such correction along with this Agreement, (2) Respondent has provided payment of the civil penalty as described below, and (3) Respondent releases that penalty to the EPA upon incorporation of the Agreement into a Final Order.

Within thirty (30) days of receipt of this Agreement, Respondent must send a cashier's check or certified check (payable to the "Treasurer, United States of America") in the amount of two-thousand dollars (\$2,000) in payment of the full penalty amount to the following address:

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

**The following Payment Number for this Agreement must be included on the check:
ESA-R8-TSCA**

**JH & JH Properties, LLC
EXPEDITED SETTLEMENT AGREEMENT**

The signed Agreement and a copy of the check must be sent by certified mail to:

Kristin Jendrek
U.S. EPA Region 8 (8ENF-AT)
1595 Wynkoop St.
Denver, Colorado 80202-1129

15. Respondent agrees that the penalty specified in this Agreement and any interest paid shall not be deductible for purposes of local, state, or federal taxes.
16. This settlement is subject to the following terms and conditions with respect to the violations alleged:
 - a. Respondent, by signing below, admits the jurisdictional allegations of the complaint, neither admits nor denies the specific factual allegations contained in the Agreement and consents to the assessment of the penalty as stated above.
 - b. Each party to this action shall bear its own costs and attorney fees, if any.
 - c. Payment by Respondent shall constitute a waiver of any and all available rights to judicial or administrative review or other remedies that the Respondent may have, with respect to any issue of fact or law or any terms and conditions set forth in this Agreement, including any right to appeal the Final Order.
17. This Agreement, upon incorporation into a Final Order by the Regional Judicial Officer and full satisfaction by the parties, shall only resolve Respondent's liability for Federal civil penalties for the violations and facts alleged in this Agreement.
18. This Agreement does not pertain to any matters other than those expressly specified herein. The EPA reserves, and this Agreement is without prejudice to, all rights against Respondent with respect to all other matters, including but not limited to, the following:
 - a. Claims based on a failure by Respondent to meet a requirement of this Agreement, including any claims for costs which are caused by Respondent's failure to comply with this Agreement;
 - b. Claims based on criminal liability; and,
 - c. Claims based on any other violations of the Act or federal or state law.
19. If the signed original Agreement with an attached copy of the check is not returned to the EPA Region 8 at the above address in correct form by Respondent within thirty (30) days of the date of Respondent's receipt of this Agreement, the proposed Agreement is withdrawn without prejudice to EPA's ability to file an enforcement action for the violations identified in this Agreement.
20. This Agreement, upon incorporation into a Final Order, applies to and is binding upon the EPA and upon Respondent and Respondent's successors or assigns. Any change in ownership or corporate

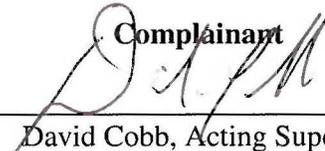
**JH & JH Properties, LLC
EXPEDITED SETTLEMENT AGREEMENT**

status of Respondent, including, but not limited to, any transfer of assets or real or personal property, shall not alter Respondent's responsibilities under this Agreement. This Agreement contains all terms of the settlement agreed to by the Parties.

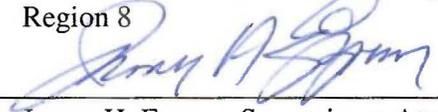
- 21. The undersigned representative of Respondent certifies that he/she is fully authorized to enter into the terms and conditions of the Agreement and to bind Respondent to the terms and conditions of this Agreement.
- 22. Nothing in this Agreement shall relieve Respondent of the duty to comply with TSCA and its implementing regulations.
- 23. The Parties agree to submit this Agreement to the Regional Judicial Officer with a request that it be incorporated into a Final Order.

**UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION 8, Office of Enforcement,
Compliance and Environmental Justice,**

Date: 2/10/16

By: 
David Cobb, Acting Supervisor
Toxics Enforcement Unit
Technical Enforcement Program
Office of Enforcement, Compliance and
Environmental Justice (8ENF-AT)
U.S. Environmental Protection Agency,
Region 8

Date: 2/11/16

By: 
James H. Eppers, Supervisory Attorney
Legal Enforcement Program
Office of Enforcement, Compliance and
Environmental Justice (8ENF-L)
U.S. Environmental Protection Agency,
Region 8

JH & JH Properties, LLC

Date: 01/20/16

By: 
Printed Name: Josh Haddeland

CERTIFICATE OF SERVICE

The undersigned certifies that the original of the attached **EXPEDITED SETTLEMENT AGREEMENT and FINAL ORDER** in the matter of **JH & JH PROPERTIES, LLC.**; **DOCKET NO.: TSCA-08-2016-0002** was filed with the Regional Hearing Clerk on, February 17, 2016.

Further, the undersigned certifies that a true and correct copy of the documents were emailed to, Jim Eppers, Senior Enforcement Attorney. True and correct copies of the aforementioned documents were placed in the United States mail certified/return receipt and emailed on February 17, 2016 to:

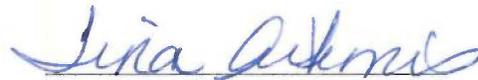
Respondent

Josh Haddeland
JH & JH Properties, LLC.
1513 12th Avenue South
Fargo, North Dakota 58103

And emailed to:

Jessica Farmer
U. S. Environmental Protection Agency
Cincinnati Finance Center
26 W. Martin Luther King Drive (MS-0002)
Cincinnati, Ohio 45268

February 17, 2016



Tina Artemis
Paralegal/Regional Hearing Clerk

