



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

DEC 14 2011

REPLY TO THE ATTENTION OF:

LC-8J

CERTIFIED MAIL

Receipt No. 7009 1680 0000 7644 8574

David J. Gerber, Esq.
Byron, Gerber, Petri & Kalb, LLC
241 N Main Street
Edwardsville, Illinois 62025

Consent Agreement and Final Order Involving Mr. James C. Green
and Granit Investment Company, Docket No. **TSCA-05-2012-0006**

Dear Mr. Gerber:

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 December 14, 2011, with the Regional Hearing Clerk.

The civil penalty in the amount of \$24,556 is to be paid in the manner described in paragraphs 44 and 45. Please be certain that the number **BD2751247X003** and the docket number are written on both the transmittal letter and on the check. Payment is due by January 13, 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 "Leslie Blake".

Leslie Blake
Pesticides and Toxic Compliance Section

Enclosures

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

RECEIVED
DEC 14 2011
REGIONAL HEARING CLERK
U.S. ENVIRONMENTAL
PROTECTION AGENCY

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5**

In the Matter of:)	Docket No. TSCA-05-2012-0006
)	
James C. Green and)	
Granite Investment Company)	Proceeding to Assess a Civil Penalty
Granite City, Illinois)	Under Section 16(a) of the Toxic Substances
)	Control Act, 15 U.S.C. § 2615(a)
Respondents.)	
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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, by lawful delegation, the Director of the Land and Chemicals Division, U.S. Environmental Protection Agency, Region 5.
3. Respondent James C. Green is an individual doing business in the State of Illinois.
4. Respondent Granite Investment Company is a partnership doing business in the State of Illinois.
5. Respondent James C. Green is a general partner in Granite Investment Company.
6. 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).

7. 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.

8. Respondents consent to the terms of this CAFO.

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

10. 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

11. 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.

12. 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.

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

14. 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.

15. 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.

16. 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.

17. 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.

18. 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 are available; a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3) and the Lead Hazard Information Pamphlet; and signatures and dates of signatures of the lessor and lessee certifying the accuracy of their statements.

19. Under 42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.118(e), failing 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).

20. The EPA Administrator 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 of TSCA 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

21. Between at least September 22, 2006, and November 5, 2009, Respondent James Green, either individually or through the partnership Granite Investment Company, owned residential dwellings at the following properties, hereafter referred to collectively as “Respondents’ Properties:”

Respondents’ Properties
149 Rou Des Chateau, Unit A, Bethalto, Illinois
153 Rou Des Chateau, Unit D, Bethalto, Illinois
158 Rou Des Chateau, Unit A, Bethalto, Illinois
159 Rou Des Chateau, Unit D, Bethalto, Illinois
166 Rou Des Chateau, Unit B, Bethalto, Illinois
170 Rou Des Chateau, Unit C, Bethalto, Illinois
188 Rou Des Chateau, Unit A, Bethalto, Illinois
805 Rou Des Chateau, Unit C, Bethalto, Illinois
1110 Cherokee Street, Unit 1, Collinsville, Illinois
521 Colonial Drive, Unit L, Wood River, Illinois
619 Colonial Drive, Unit L, Wood River, Illinois
635 Colonial Drive, Unit L, Wood River, Illinois
703 South Prairie Street, Unit 10, Bethalto, Illinois
705 South Prairie Street, Unit 30, Bethalto, Illinois
707 South Prairie Street, Unit 60, Bethalto, Illinois
5 Melvin Drive, Unit 5A, Granite City, Illinois
5 Melvin Drive, Unit 5D, Granite City, Illinois
4037 Kathy Drive, Unit 2, Granite City, Illinois
4038 Kathy Drive, Unit 3, Granite City, Illinois
4041 Kathy Drive, Unit 3, Granite City, Illinois
4041 Kathy Drive, Unit 4, Granite City, Illinois
4043 Kathy Drive, Unit 3, Granite City, Illinois
4044 Kathy Drive, Unit 4, Granite City, Illinois
4050 Kathy Drive, Unit 5, Granite City, Illinois

4056 Kathy Drive, Unit 1, Granite City, Illinois
2715 MacArthur Blvd., Unit 57, Springfield, Illinois
2715 MacArthur Blvd., Unit 77, Springfield, Illinois
2715 MacArthur Blvd., Unit 121, Springfield, Illinois
2715 MacArthur Blvd., Unit 150, Springfield, Illinois
2715 MacArthur Blvd., Unit 163, Springfield, Illinois
135 Thompson Street, Unit 1, Wood River, Illinois
131 Thompson Street, Unit 13, Wood River, Illinois
127 Thompson Street, Unit 25, Wood River, Illinois
119 Thompson Street, Unit 44, Wood River, Illinois

22. Respondents' Properties were constructed prior to 1978.
23. Respondents' Properties are "target housing" as defined in 40 C.F.R. § 745.103.
24. On the following date(s), Respondents offered to lease, and entered into written lease agreements (contracts) with individuals for the lease of, the Respondents' Properties:

Address	Date(s) Contract (Lease) Entered
149 Rou Des Chateau, Unit A, Bethalto, Illinois	3/21/2008
153 Rou Des Chateau, Unit D, Bethalto, Illinois	8/14/2007
158 Rou Des Chateau, Unit A, Bethalto, Illinois	9/9/2009 4/1/2008
159 Rou Des Chateau, Unit D, Bethalto, Illinois	9/22/2006
166 Rou Des Chateau, Unit B, Bethalto, Illinois	3/11/2008
170 Rou Des Chateau, Unit C, Bethalto, Illinois	10/25/2007
188 Rou Des Chateau, Unit A, Bethalto, Illinois	3/30/2009
805 Rou Des Chateau, Unit C, Bethalto, Illinois	8/1/2008
1110 Cherokee Street, Unit 1, Collinsville, Illinois	1/26/2007
521 Colonial Drive, Unit L, Wood River, Illinois	6/6/2007
619 Colonial Drive, Unit L, Wood River, Illinois	10/12/2009
635 Colonial Drive, Unit L, Wood River, Illinois	1/26/2009
703 South Prairie Street, Unit 10, Bethalto, Illinois	2/1/2006
705 South Prairie Street, Unit 30, Bethalto, Illinois	11/16/2007
707 South Prairie Street, Unit 60, Bethalto, Illinois	5/27/2009
5 Melvin Drive, Unit 5A, Granite City, Illinois	4/13/2007
5 Melvin Drive, Unit 5D, Granite City, Illinois	7/18/2008
4037 Kathy Drive, Unit 2, Granite City, Illinois	6/10/2008

4038 Kathy Drive, Unit 3, Granite City, Illinois	10/20/08
4041 Kathy Drive, Unit 3, Granite City, Illinois	10/24/2008
4041 Kathy Drive, Unit 4, Granite City, Illinois	8/8/2006
4043 Kathy Drive, Unit 3, Granite City, Illinois	8/26/2008
4044 Kathy Drive, Unit 4, Granite City, Illinois	5/5/2008
4050 Kathy Drive, Unit 5, Granite City, Illinois	5/13/2008
4056 Kathy Drive, Unit 1, Granite City, Illinois	2/20/2008
2715 MacArthur Blvd., Unit 57, Springfield, Illinois	7/8/2008
2715 MacArthur Blvd., Unit 77, Springfield, Illinois	11/1/2007
2715 MacArthur Blvd., Unit 121, Springfield, Illinois	6/28/2008
2715 MacArthur Blvd., Unit 150, Springfield, Illinois	4/9/2008 11/3/2007
2715 MacArthur Blvd., Unit 163, Springfield, Illinois	6/14/2007
135 Thompson Street, Unit 1, Wood River, Illinois	11/5/2009
131 Thompson Street, Unit 13, Wood River, Illinois	6/26/2007
127 Thompson Street, Unit 25, Wood River, Illinois	1/15/2007
119 Thompson Street, Unit 44, Wood River, Illinois	11/16/2006

25. Each of the 36 contracts referenced in paragraph 24, above, covered a term of occupancy greater than 100 days.

26. Respondents are “lessors,” as defined in 40 C.F.R. § 745.103, because they have offered the target housing referenced in paragraph 24, above, for lease.

27. Each individual who signed a lease to pay rent in exchange for occupancy of a dwelling referenced in paragraph 24, above, became a “lessee” as defined in 40 C.F.R. § 745.103.

Counts 1 through 5

28. 40 C.F.R. § 745.100 requires, among other things, that the lessor complete the required disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. § 745.113(b)(1) requires the lessor to include, either within each contract or as an attachment to each contract to lease target housing, a Lead Warning Statement to such contracts.

29. Respondents did not include, before the lessee became obligated under the contract,

either within the contract or as an attachment to the contract, a Lead Warning Statement with the following contracts:

Count 1: April 1, 2009 lease of 158 Rou Des Chateau, Unit A, Bethalto, Illinois;

Count 2: January 26, 2007 lease of 1110 Cherokee Street, Unit 1, Collinsville, Illinois;

Count 3: November 3, 2007 lease of 2715 MacArthur Boulevard, Unit 150, Springfield, Illinois;

Count 4: June 26, 2007 lease of 131 Thompson Street, Unit 13, Wood River, Illinois; and

Count 5: January 15, 2007 lease of 127 Thompson Street, Unit 25, Wood River, Illinois.

30. Respondents' failure timely to include a Lead Warning Statement, either within each contract or as an attachment for each leasing transaction referred to in paragraph 29, above, constitutes five violations of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 6 through 28

31. 40 C.F.R. § 745.100 requires, among other things, that the lessor complete the required disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. § 745.113(b)(2) requires a lessor to include, either within each contract or as an attachment to each contract to lease target housing, a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence.

32. Respondents did not include, before the lessee became obligated under the contract, either within the contract or as an attachment to the contract, a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence, with the following contracts:

Count 6: March 21, 2008 lease of 149 Rou Des Chateau, Unit A, Bethalto,

Illinois;
Count 7: August 14, 2007 lease of 153 Rou Des Chateau, Unit D, Bethalto, Illinois;
Count 8: April 1, 2008 lease of 158 Rou Des Chateau, Unit A, Bethalto, Illinois;
Count 9: March 11, 2008 lease of 166 Rou Des Chateau, Unit B, Bethalto, Illinois;
Count 10: October 25, 2007 lease of 170 Rou Des Chateau, Unit C, Bethalto, Illinois;
Count 11: January 26, 2007 lease of 1110 Cherokee Street, Unit 1, Collinsville, Illinois;
Count 12: November 16, 2007 lease of 705 South Prairie Street, Unit 30, Bethalto, Illinois;
Count 13: May 27, 2009 lease of 707 South Prairie Street, Unit 60, Bethalto, Illinois;
Count 14: July 18, 2008 lease of 5 Melvin Drive, Unit 5D, Granite City, Illinois;
Count 15: June 10, 2008 lease of 4037 Kathy Drive, Unit 2, Granite City, Illinois;
Count 16: October 24, 2008 lease of 4041 Kathy Drive, Unit 3, Granite City, Illinois;
Count 17: August 26, 2008 lease 4043 Kathy Drive, Unit 3, Granite City, Illinois;
Count 18: May 5, 2008 lease of 4044 Kathy Drive, Unit 4, Granite City, Illinois;
Count 19: May 13, 2008 lease of 4050 Kathy Drive, Unit 5, Granite City, Illinois;
Count 20: February 20, 2008 lease of 4056 Kathy Drive, Unit 1, Granite City, Illinois;
Count 21: July 8, 2008 lease of 2715 MacArthur Boulevard, Unit 57, Springfield, Illinois;
Count 22: November 1, 2007 lease of 2715 MacArthur Boulevard, Unit 77, Springfield, Illinois;
Count 23: June 28, 2008 lease of 2715 MacArthur Boulevard, Unit 121, Springfield, Illinois;
Count 24: November 3, 2007 lease of 2715 MacArthur Boulevard, Unit 150, Springfield, Illinois;
Count 25: June 14, 2007 lease of 2715 MacArthur Boulevard, Unit 163, Springfield, Illinois;
Count 26: November 5, 2009 lease of 135 Thompson Street, Unit 1, Wood River, Illinois;
Count 27: June 26, 2007 lease of 131 Thompson Street, Unit 13, Wood River, Illinois;
Count 28: January 15, 2007 lease of 127 Thompson Street, Unit 25, Wood River, Illinois.

33. Respondent's failure timely to include, either within each contract or as an

attachment, a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being leased or a lack of knowledge of such presence for each leasing transaction referred to in paragraph 32, above, constitutes 23 violations of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 29 through 54

34. 40 C.F.R. § 745.100 requires, among other things, that the lessor complete the required disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. § 745.113(b)(3) requires a lessor to include, either within each contract or as an attachment to each contract to lease target housing, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the housing that have been provided to the lessee or a statement that no such records are available.

35. Respondents did not include, before the lessee became obligated under the contract, either within the contract or as an attachment to the contract, a list of any records or reports available to them regarding lead-based paint and/or lead-based paint hazards in the housing that had been provided to the lessee or a statement that no such records were available, with the following contracts:

Count 29: March 21, 2008 lease of 149 Rou Des Chateau, Unit A, Bethalto, Illinois;

Count 30: August 14, 2007 lease of 153 Rou Des Chateau, Unit D, Bethalto, Illinois;

Count 31: April 1, 2008 lease of 158 Rou Des Chateau, Unit A, Bethalto, Illinois;

Count 32: March 11, 2008 lease of 166 Rou Des Chateau, Unit B, Bethalto, Illinois;

Count 33: October 25, 2007 lease of 170 Rou Des Chateau, Unit C, Bethalto, Illinois;

Count 34: January 26, 2007 lease of 1110 Cherokee Street, Unit 1, Collinsville, Illinois;

Count 35: January 26, 2009 lease of 645 Colonial Drive, Unit L, Wood River,

Illinois;
Count 36: February 1, 2006 lease of 703 South Prairie Street, Unit 10, Bethalto, Illinois;
Count 37: November 16, 2007 lease of 705 South Prairie Street, Unit 30, Bethalto, Illinois;
Count 38: May 27, 2009 lease of 707 South Prairie Street, Unit 60, Bethalto, Illinois;
Count 39: July 18, 2008 lease of 5 Melvin Drive, Unit 5D, Granite City, Illinois;
Count 40: June 10, 2008 lease of 4037 Kathy Drive, Unit 2 , Granite City, Illinois;
Count 41: October 24, 2008 lease of 4041 Kathy Drive, Unit 3, Granite City, Illinois;
Count 42: August 8, 2008 lease of 4041 Kathy Drive, Unit 3, Granite City, Illinois;
Count 43: August 26, 2006 lease 4043 Kathy Drive, Unit 3 , Granite City, Illinois;
Count 44: May 5, 2008 lease of 4044 Kathy Drive, Unit 4, Granite City, Illinois;
Count 45: May 13, 2008 lease of 4050 Kathy Drive, Unit 5, Granite City, Illinois;
Count 46: February 20, 2008 lease of 4056 Kathy Drive, Unit 1, Granite City, Illinois;
Count 47: July 8, 2008 lease of 2715 MacArthur Boulevard, Unit 57, Springfield, Illinois;
Count 48: November 1, 2007 lease of 2715 MacArthur Boulevard, Unit 77, Springfield, Illinois;
Count 49: June 28, 2008 lease of 2715 MacArthur Boulevard, Unit 121, Springfield, Illinois
Count 50: November 3, 2007 lease of 2715 MacArthur Boulevard, Unit 150, Springfield, Illinois;
Count 51: June 14, 2007 lease of 2715 MacArthur Boulevard, Unit 163, Springfield, Illinois;
Count 52: November 5, 2009 lease of 135 Thompson Street, Unit 1, Wood River, Illinois;
Count 53: June 26, 2007 lease of 131 Thompson Street, Unit 13, Wood River, Illinois;
Count 54: January 15, 2007 lease of 127 Thompson Street, Unit 25, Wood River, Illinois.

36. Respondents' failure timely to include, either within each contract or as an attachment, 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 had been provided to the lessee, or a

statement that no such records were available, for each leasing transaction referred to in paragraph 35, above, constitutes 26 violations of 40 C.F.R. § 745.113(b)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 55 through 59

37. 40 C.F.R. § 745.100 requires, among other things, that the lessor complete the required disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. § 745.113(b)(4) requires the lessor to include, either within each contract or as an attachment to each contract, 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 required under 15 U.S.C. § 2696.

38. Respondents did not include, before the lessee became obligated under the contract, either within the contract or as an attachment to the contract, a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, with the following contracts:

Count 55: April 1, 2008 lease of 158 Rou Des Chateau, Unit A, Bethalto, Illinois;

Count 56: January 26, 2007 lease of 1110 Cherokee Street, Unit 1, Collinsville, Illinois;

Count 57: November 3, 2007 lease of 2715 MacArthur Boulevard, Unit 150, Springfield, Illinois;

Count 58: June 26, 2007 lease of 131 Thompson Street, Unit 13, Wood River, Illinois;

Count 59: January 15, 2007 lease of 127 Thompson Street, Unit 25, Wood River, Illinois.

39. Respondent's failure timely to include, either within each contract or as an attachment, 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 required under 15 U.S.C.

§ 2696 for each leasing transaction referred to in paragraph 38, above, constitutes five violations of 40 C.F.R § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 60 through 95

40. 40 C.F.R. § 745.100 requires, among other things, that the lessor complete the required disclosure activities before a lessee is obligated under any contract to lease target housing. 40 C.F.R. § 745.113(b)(6) requires the lessor to include, either within each contract or as an attachment to each contract to lease target housing, 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.

41. Respondents did not include, before the lessee became obligated under the contract, either within the contract or as an attachment to 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, with the following contracts:

Count 60: March 21, 2008 lease of 149 Rou Des Chateau, Unit A, Bethalto, Illinois;

Count 61: August 14, 2007 lease of 153 Rou Des Chateau, Unit D, Bethalto, Illinois;

Count 62: April 1, 2008 lease of 158 Rou Des Chateau, Unit A, Bethalto, Illinois;

Count 63: September 9, 2008 lease of 158 Rou Des Chateau, Unit A, Bethalto, Illinois;

Count 64: September 22, 2006 lease of 159 Rou Des Chateau, Unit D, Bethalto, Illinois;

Count 65: March 11, 2008 lease of 166 Rou Des Chateau, Unit B, Bethalto, Illinois;

Count 66: October 25, 2007 lease of 170 Rou Des Chateau, Unit C, Bethalto, Illinois;

Count 67: March 30, 2009 lease of 188 Rou Des Chateau, Unit A, Bethalto, Illinois;

Count 68: August 1, 2008 lease of 805 Rou Des Chateau, Unit C, Bethalto, Illinois;

Count 69: January 26, 2007 lease of 1110 Cherokee Street, Unit 1, Collinsville,

Illinois;
Count 70: June 6, 2007 lease of 521 Colonial Drive, Unit L, Wood River,
Illinois;
Count 71: October 12, 2009 lease of 619 Colonial Drive, Unit L, Wood River,
Illinois;
Count 72: January 26, 2009 lease of 635 Colonial Drive, Unit L, Wood River,
Illinois;
Count 73: February 1, 2006 lease of 703 South Prairie Street, Unit 10,
Bethalto, Illinois;
Count 74: November 16, 2007 lease of 705 South Prairie Street, Unit 30,
Bethalto, Illinois;
Count 75: May 27, 2009 lease of 707 South Prairie Street, Unit 60, Bethalto,
Illinois;
Count 76: April 13, 2008 lease of 5 Melvin Drive, Unit 5A, Granite City, Illinois;
Count 77: July 18, 2008 lease of 5 Melvin Drive, Unit 5D, Granite City, Illinois;
Count 78: June 10, 2008 lease of 4037 Kathy Drive, Unit 2 , Granite City,
Illinois;
Count 79: October 20, 2008 lease of 4041 Kathy Drive, Unit 3, Granite City,
Illinois;
Count 80: October 24, 2008 lease of 4041 Kathy Drive, Unit 3, Granite City,
Illinois;
Count 81: August 8, 2008 lease of 4041 Kathy Drive, Unit 3, Granite City,
Illinois;
Count 82: August 26, 2006 lease 4043 Kathy Drive, Unit 3, Granite City,
Illinois;
Count 83: May 5, 2008 lease of 4044 Kathy Drive, Unit 4, Granite City,
Illinois;
Count 84: May 13, 2008 lease of 4050 Kathy Drive, Unit 5, Granite City,
Illinois;
Count 85: February 20, 2008 lease of 4056 Kathy Drive, Unit 1, Granite City,
Illinois;
Count 86: July 8, 2008 lease of 2715 MacArthur Boulevard, Unit 57, Springfield,
Illinois;
Count 87: November 1, 2007 lease of 2715 MacArthur Boulevard, Unit 77,
Springfield, Illinois;
Count 88: June 28, 2008 lease of 2715 MacArthur Boulevard, Unit 121,
Springfield, Illinois;
Count 89: November 3, 2007 lease of 2715 MacArthur Boulevard, Unit 150,
Springfield, Illinois;
Count 90: April 9, 2008 lease of 2715 MacArthur Boulevard, Unit 150,
Springfield, Illinois;
Count 91: June 14, 2007 lease of 2715 MacArthur Boulevard, Unit 163,
Springfield, Illinois;
Count 92: November 5, 2009 lease of 135 Thompson Street, Unit 1, Wood River,
Illinois;

Count 93: June 26, 2007 lease of 131 Thompson Street, Unit 13, Wood River, Illinois;

Count 94: January 15, 2007 lease of 127 Thompson Street, Unit 25, Wood River, Illinois;

Count 95: November 16, 2006 lease of 119 Thompson Street, Unit 44, Wood River, Illinois.

42. Respondents' failure timely to include, either within each contract or as an attachment, the signatures of the lessor and the lessee certifying to the accuracy of their statements and the dates of such signatures for each leasing transaction referred to in paragraph 41, above, constitutes 36 violations of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Proposed Civil Penalty

43. Pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a), Complainant determined that an appropriate civil penalty to settle this action is \$24,556. 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, and the degree of culpability. Complainant also considered EPA's *Section 1018 – Disclosure Rule Enforcement Response and Penalty Policy* dated December 2007.

44. Within 30 days after the effective date of this CAFO, Respondent must pay a \$24,556 civil penalty for the TSCA violations. Payment shall be by cashier's or certified check payable to the "Treasurer, United States of America," and mailed to the following address:

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

45. The check must state the case title “James C. Green and Granite Investment Company,” the docket number of this CAFO, and the billing document number.

46. 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 Blvd.
Chicago, IL 60604-3590

Christine L. Anderson (LC-8J)
Pesticides and Toxics Compliance Section
U.S. EPA, Region 5
77 West Jackson Blvd.
Chicago, IL 60604-3590

Tom Williams (C-14J)
Office of Regional Counsel
U.S. EPA, Region 5
77 West Jackson Blvd.
Chicago, IL 60604-3590

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

48. If Respondents do not pay the civil penalty timely, 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.

49. 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.

50. This CAFO resolves only Respondents' liability for federal civil penalties for the violations alleged in the CAFO.

51. This CAFO does not affect the right of EPA or the United States to pursue appropriate injunctive or other equitable relief or criminal sanctions for any violations of law.

52. 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.

53. Respondents certify that they are complying with the Lead Act and the Disclosure Rule.

54. The terms of this CAFO bind Respondents, and their successors and assigns.

55. 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.

56. Each party agrees to bear its own costs and attorney's fees in this action.

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

James C. Green and Granite Investment Company, Respondents

11/4/11
Date



James C. Green, individually and on behalf of
Granite Investment Company

In the Matter of:
James C. Green and Granite Investment Company
Docket No. TSCA-05-2012-0006

RECEIVED

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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.

12-9-11

Date




Susan Hedman
Regional Administrator
United States Environmental Protection Agency
Region 5

United States Environmental Protection Agency, Complainant

11/30/11

Date



Margaret M. Guerriero
Director
Land and Chemical Division

CERTIFICATE OF SERVICE


This is to certify that the original and one copy of this Consent Agreement and Final Order of the civil administrative action involving Mr. James C. Green and Granite Investment Company, was filed on December 14, 2011, 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 8574 to:

David J. Gerber, Esq.
Byron, Gerber, Petri & Kalb, LLC
241 N Main Street
Edwardsville, Illinois 62025



and forwarded intra-Agency copies to:

Marcy Toney, Regional Judicial Officer, ORC/C-14J
Tom Williams, 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-05-2012-0006

