



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

MAY 14 2007

REPLY TO THE ATTENTION OF:

DT-8J

CERTIFIED MAIL

Receipt No. 7001 0320 0005 8910 5256

Timothy Buckley
Defrees & Fiske LLC
200 S. Michigan Ave., Suite 1100
Chicago, IL 60604-2480

Consent Agreement and Final Order, Docket No. TSCA-05-2007-0011

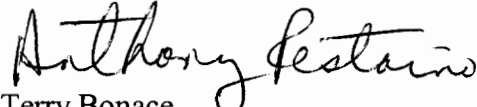
Dear Mr. Buckley:

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 May 14, 2007 with the Regional Hearing Clerk.

The civil penalty in the amount of \$7,500 is to be paid in the manner prescribed in paragraphs 54 and 55. Please be certain that the number **BD** 2750747X011 and the docket number are written on both the transmittal letter and on the check. Payment is due by June 13, 2007 (within 30 calendar days of the filing date).

Thank you for your cooperation in resolving this matter.

Sincerely,

So 
Terry Bonace
Pesticides and Toxics Branch

Enclosures

cc: Marcy Toney, Regional Judicial Officer/C-14J (w/Encl.)
Sherry Estes, ORC/C-14J (w/Encl.)
Eric Volck, USEPA Cincinnati Finance/NWD (w/Encl.)

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5**

IN THE MATTER OF:

**Arbor III, Inc.
d/b/a Arbor Court Apartments
5135 Golf Road, Suite 201
Skokie, Illinois,**

Respondent.

Docket No. TSCA-05-2007-00111

**CONSENT AGREEMENT
AND
FINAL ORDER**

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CONSENT AGREEMENT

1. This is a civil administrative action instituted, and simultaneously settled, under the authority vested in the Administrator of the United States Environmental Protection Agency (U.S. EPA), Region 5, by Section 16(a) of the Toxic Substances Control Act (TSCA), 15 U.S.C. § 2615(a), and Sections 22.1(a)(5), 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), 40 C.F.R. §§ 22.1(a)(5), 22.13(b), and 22.18(b)(2) and (3).

2. The Complainant is, by lawful delegation, the Chief of the Pesticides and Toxics Branch, in the Waste, Pesticides and Toxics Division, U.S. EPA, Region 5.

3. The Respondent is Arbor III, Inc. Respondent owns an apartment building at 100 Arbor Court, Wheeling, Illinois. This apartment building is generally known as the Arbor Court Apartments and, for purposes of its ownership of this apartment building and the leasing of units in this apartment building during the relevant time period, Respondent also did business as

“Arbor Court Apartments” or “Arbor Court.” Respondent’s corporate office is located at 5135 Golf Road, Suite 201, Skokie, Illinois.

STATUTORY AND REGULATORY BACKGROUND

4. In enacting the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. §§ 4851 et seq., Congress found, among other things, that: low-level lead poisoning is widespread among American children, afflicting as many as 3,000,000 children under the age of 6; at low levels, lead poisoning in children causes intelligence quotient deficiencies, reading and learning disabilities, impaired hearing, reduced attention span, hyperactivity, and behavior problems; and the ingestion of household dust containing lead from deteriorating or abraded lead-based paint is the most common cause of lead poisoning in children.

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

6. On March 6, 1996, U.S. 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 (the “Disclosure Rule”), pursuant to 42 U.S.C. § 4852d. Owners of more than seven residential dwellings were required to comply with Subpart F by September 6, 1996, pursuant to 40 C.F.R. § 745.102(a).

7. 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.

8. 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.

9. 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.

10. 40 C.F.R. § 745.103 defines “agent” as any party who enters into a contract with a seller or a 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.

11. 40 C.F.R. § 745.100 requires, among other things, that the lessor of target housing complete the disclosure activities specified in paragraphs 13 through 16, below, before a lessee is obligated under any contract to lease target housing.

12. 40 C.F.R. § 745.107(a)(2) requires, among other things, that the lessor disclose to the lessee the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being leased.

13. 40 C.F.R. § 745.107(a)(3) requires, among other things, that the lessor disclose to each agent the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being leased and the existence of any available records or reports pertaining to lead-based paint and/or lead-based paint hazards.

14. 40 C.F.R. § 745.107(a)(4) requires, among other things, that the lessor provide the lessee with any records or reports available to the lessor pertaining to lead-based paint and/or lead-based paint hazards in the target housing being leased.

15. 40 C.F.R. § 745.113(b) requires that each contract to lease target housing include as an attachment or within the contract, the following elements: a lead warning statement containing specific language; a statement by the lessor disclosing the presence of any known lead-based paint and/or lead-based paint hazards or lack of knowledge of such presence; a list of any records or reports available to the lessor regarding lead-based paints and/or lead-based paint hazards in the target housing or a statement that no such records exist; a statement by the lessee affirming receipt of both 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. § 2686; and signatures and dates of signatures of the lessor and lessee certifying to the accuracy of their statements.

16. 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 U.S. EPA administrative civil penalties under Section 16 of TSCA, 15 U.S.C. § 2615(a), and 40 C.F.R. § 745.118(f).

GENERAL ALLEGATIONS

17. Between at least February 26, 2002, and April 24, 2003, Respondent owned a residential rental apartment building located at 100 Arbor Court, Wheeling, Illinois (the “Apartment Building”).

18. The Apartment Building was constructed prior to 1978.

19. The Apartment Building and each apartment unit within it were, at all times relevant to the allegations contained in this CAFO, “target housing” as that term is defined in 40 C.F.R. § 745.103.

20. On April 24, 2003, an authorized representative of the U.S. EPA conducted an inspection at Respondent’s corporate office, receiving documents from Respondent, to monitor compliance with Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d, and its implementing regulations at 40 C.F.R. Part 745, Subpart F (i.e., the Disclosure Rule).

21. Respondent, either directly or through Respondent’s authorized agent, entered into the following eight written lease agreements with individuals for the lease of units in the Apartment Building:

Address	Date of Lease
24 Wheeling Avenue, #108, Wheeling, Illinois	September 24, 2002
36 Wheeling Avenue, #116, Wheeling, Illinois	August 1, 2002
191 Arbor Court, #124, Wheeling Illinois	September 15, 2002
181 Arbor Court, #132, Wheeling, Illinois	November 1, 2002
177 Arbor Court, #140, Wheeling, Illinois	July 16, 2001
173 Arbor Court, #147, Wheeling, Illinois	September 23, 2002
169 Arbor Court, #152, Wheeling, Illinois	February 26, 2002
162 Arbor Court, #164, Wheeling, Illinois	September 23, 2002

22. Each of the eight leases referenced in paragraph 21, above, covered a term of occupancy greater than 100 days.

23. Respondent was a “lessor,” as that term is defined by 40 C.F.R. § 745.103, of each target housing unit in the Apartment Building which is referenced in paragraph 21, above.

24. Each individual who signed a lease and agreed to pay rent in exchange for occupancy of an Apartment Building unit, as referenced in paragraph 21, above, became a “lessee” as that term is defined in 40 C.F.R. § 745.103, since he or she entered into an agreement to lease target housing.

SPECIFIC ALLEGATIONS

Counts 1 to 8

25. 40 C.F.R. § 745.107(a) requires that a lessor provide a lessee with a U.S. EPA-approved lead hazard information pamphlet, “Protect Your Family From Lead in Your Home,” or an equivalent pamphlet that has been approved for use in that state by the U.S. EPA, before the lessee is obligated under any contract to lease target housing.

26. Respondent failed to provide a U.S. EPA-approved lead hazard information pamphlet to each lessee of the eight units, as referenced in paragraph 21, before each lessee was obligated under his or her respective contract.

27. The violations identified in paragraph 26 above constituted eight separate violations of 40 C.F.R § 745.107(a)(1), of 42 U.S.C. § 4852d(a)(1), and of Section 409 of TSCA, 15 U.S.C. § 2689.

Counts 9 to 11

28. 40 C.F.R. § 745.113(b)(1), in conjunction with 40 C.F.R. § 745.100, requires that a lessor include, either within a contract to lease target housing or as an attachment to a contract

to lease target housing, a Lead Warning Statement before a lessee is obligated under a contract to lease target housing.

29. Respondent failed to include a Lead Warning Statement, either within each contract or as an attachment to each contract for the lease of apartments at 191 Arbor Court #124, 181 Arbor Court #132, and 177 Arbor Court #140, before the lessees were obligated under their respective contracts referenced in paragraph 21.

30. The violations identified in paragraph 29, above, constituted three separate violations of 40 C.F.R. § 745.113(b)(1), of 42 U.S.C. § 4852d(b)(5), and of Section 409 of TSCA, 15 U.S.C. § 2689.

Counts 12 to 19

31. 40 C.F.R. § 745.113(b)(2), in conjunction with 40 C.F.R. § 745.100, requires a lessor to include, either within each contract to lease target housing or as an attachment to each contract to lease target housing, a statement disclosing either the presence of any known lead-based paints and/or lead-based paint hazards in the target housing or indicating no knowledge of such presence before a lessee is obligated under the contract to lease target housing.

32. Respondent failed to include, either within each contract for the eight units as identified in paragraph 21 above, or as an attachment to each such contract, a statement disclosing either the presence of any known lead-based paints and/or lead-based paint hazards in the target housing, or indicating no knowledge of such presence, before each of the lessees were obligated under his or her respective contract.

33. The violations identified in paragraph 32, above, constituted eight separate violations of 40 C.F.R. § 745.113(b)(2), of 42 U.S.C. § 4852d(b)(5), and of Section 409 of TSCA, 15 U.S.C. § 2689.

Counts 20 to 27

34. 40 C.F.R. §§ 745.113(b)(3), in conjunction with 40 C.F.R. § 745.100, requires a lessor to include, either within each contract to lease target housing or as an attachment to each contract to lease target housing, a list of any records or reports available to the lessor pertaining to lead-based paint and/or lead-based paint hazards in the target housing, or a statement that no such records exist.

35. Respondent failed to include, either within each contract for the eight units as identified in paragraph 21 above, or as an attachment to each of those contracts, a list of any records or reports available to it regarding lead-based paints and/or lead-based paint hazards in the target housing, or a statement that no such records exist, before each of the lessees were obligated under his or her respective contract.

36. The violations identified in paragraph 35, above, constituted eight separate violations of 40 C.F.R. § 745.113(b)(3), of 42 U.S.C. § 4852d (b)(5), and of Section 409 of TSCA, 15 U.S.C. § 2689.

Counts 28 to 35

37. 40 C.F.R. § 745.113(b)(4) requires the lessor to include, either within each contract to lease target housing 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 (b)(3) and of the lead hazard information pamphlet.

38. Respondent failed to include, either within each contract for the eight units as identified in paragraph 21 above, or as an attachment to each of those contracts, 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 of the lead hazard information pamphlet.

39. The violations identified in paragraph 38, above, constituted eight separate violations of 40 C.F.R. § 745.113(b)(4), of 42 U.S.C. § 4852d(b)(5), and of Section 409 of TSCA, 15 U.S.C. § 2689.

Counts 36 to 43

40. 40 C.F.R. § 745.113(b)(6) requires the lessor to include, either within each contract to lease target housing 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. Respondent failed to include, either within each contract for the eight units as identified in paragraph 21 above, or as an attachment to each of those contracts, the signatures of the lessor and each lessee certifying to the accuracy of their statements.

42. The violations identified in paragraph 41, above, constituted eight separate violations of 40 C.F.R. § 745.113(b)(6), of 42 U.S.C. § 4852d(b)(5), and of Section 409 of TSCA, 15 U.S.C. § 2689.

ANSWER

43. Respondent has not filed an Answer in this matter, and by signing this CAFO neither admits nor denies the general or specific factual allegations set forth in this CAFO, nor admits any liability relating thereto.

TERMS OF SETTLEMENT

44. Complainant and Respondent agree that settlement of this matter is in the public interest, and that entry of this CAFO without further litigation is the most appropriate means of resolving this matter.

NOW, THEREFORE, before the taking of any testimony, upon the alleged violations, without adjudication of any issue of fact or law, and upon consent and agreement of the parties, it is hereby ordered and adjudged as follows:

45. Respondent stipulates that the U.S. EPA has jurisdiction over the subject matter alleged in this CAFO. Respondent waives any defenses it might have as to jurisdiction and venue in this matter.

46. Respondent, neither admits nor denies the general or specific factual allegations contained in this CAFO and any liability related thereto, and waives any right, in any judicial or administrative forum, to contest the allegations contained in this CAFO or to appeal the Final Order that is a part of this CAFO.

47. Respondent consents to the terms of this CAFO and consents to pay the civil penalty of \$7,500 as stated below in this CAFO.

Civil Penalty

48. Section 1018(b)(5) 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, authorizes the Administrator of the U.S. EPA to assess a civil penalty under Section 16 of TSCA, 42 U.S.C. § 2615, of up to \$10,000 for each violation of TSCA Section 409, 42 U.S.C. § 2689. The U.S. EPA increased

the maximum penalty to \$11,000 for each violation occurring after July 28, 1997, under the Civil Monetary Penalty Inflation Adjustment Act and Rule. 40 C.F.R. § 19.2 (1997). In determining the amount of any civil penalty, Section 16 of TSCA requires the U.S. EPA to take into account the nature, circumstances, extent and gravity of the violations alleged and, with respect to the violator, ability to pay, effect 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.

49. The U.S. EPA calculates penalties for violations of the Disclosure Rule by applying its “Section 1018 - Disclosure Rule Enforcement Response Policy” (“Response Policy”), dated December 1999. This Response Policy provides a rational, consistent and equitable calculation methodology for applying the statutory factors to particular cases. As discussed in the Response Policy, the severity of each alleged violation is based on the extent to which each violation impairs the ability of a lessee to assess information regarding hazards associated with lead-based paint, and precludes the lessee from making a fully informed decision as to whether to lease the housing or take appropriate measures to protect against lead-based paint hazards. Factors relevant to assessing an appropriate penalty include information pertaining to a Respondent’s ability to pay a penalty, any evidence showing that no lead-based paint exists in the cited housing, and any evidence that Respondent has taken steps to discover the presence of, and/or has taken steps to abate, lead-based paint and its hazards in target housing.

50. By letter dated February 2, 2005, the U.S. EPA advised Respondent that the U.S. EPA was planning to file a civil administrative complaint against Respondent for alleged violations of Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992,

42 U.S.C. § 4852d, and that Section 1018 authorizes the assessment of a civil administrative penalty. In that letter, the U.S. EPA asked Respondent to identify any factors that it thought the U.S. EPA should consider before issuing the complaint.

51. After receiving the U.S. EPA letter dated February 2, 2005, Respondent decided to have a lead-based paint hazard assessment performed. Between August and November 2005, a company licensed by the Illinois Department of Public Health performed a lead-based paint hazard assessment that covered the eight units of target housing identified in paragraph 21 of this CAFO, as well as common areas of the Apartment Building. Respondent has provided the U.S. EPA with the results of this assessment, which showed that no lead paint existed in any of those areas of the Apartment Building.

52. Respondent has not claimed an inability to pay a penalty and has provided no facts or information which would indicate that the penalty should be adjusted for financial factors.

53. In consideration of Respondent's good attitude and cooperation in settling this matter prior to the filing of an administrative complaint, Respondent's performance of a lead-based paint hazard assessment, the results of that assessment showing that no lead-based paint exists in the target housing that is the subject of this CAFO, Respondent's action in testing dust in areas of the Apartment Building and in cleaning up that dust after it was found to have some lead content, and all factual allegations of this CAFO, as well as the penalty factors identified in Section 16 of TSCA and in the Response Policy, Complainant consents to mitigate the penalty it otherwise would have assessed downward to \$7,500.

54. Penalty Payment. Not more than thirty (30) days after the date that Respondent receives written notice that this CAFO has been filed with the Regional Hearing Clerk,

U.S. EPA, Region 5, Respondent shall submit a cashier's or certified check, payable to the order of the "Treasurer, United States of America," in the amount of Seven Thousand and Five Hundred Dollars (\$ 7,500.00), to:

U.S. EPA, Region 5
P.O. Box 371531
Pittsburg, PA 15251-7531

The check shall bear the case docket number and the BD number, which appears in the letter accompanying this CAFO. Interest and late charges shall be paid as specified in paragraph 56.

55. Respondent shall send a copy of the check to the following persons: Regional Hearing Clerk (E-13J), Terence Bonace (DT-8J), and Jacqueline Miller, Associate Regional Counsel (C-14J). The address for each of these persons is:

U.S. EPA, Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604

56. Pursuant to 31 U.S.C. § 3717, if the penalty due pursuant to this CAFO becomes overdue, Respondent shall pay the following amounts:

- (a) Interest. Any unpaid portion of the civil penalty shall accrue interest at the rate established by the Secretary of the Treasury pursuant to 31 U.S.C. § 3717(a)(1), commencing on the day following the last day for payment which is specified in paragraph 54. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 31 C.F.R. § 901.9(b).
- (b) Monthly Handling Charge. Respondent shall pay a late payment handling charge of \$15.00 on any late payment, with an additional charge of \$15.00 for each subsequent 30 calendar-day period over which an unpaid balance remains.

(c) Non-Payment Penalty. On any portion of a civil penalty more than 90 calendar days past due, Respondent shall pay a non-payment penalty of six percent per annum, which will accrue from the date the penalty payment became due but was not paid. This non-payment is in addition to charges which accrue or may accrue under subparagraphs (a) and (b) above.

57. In any collection action brought by the United States to collect any amount of civil penalty due and owing, the validity, amount, and appropriateness of the civil penalty will not be subject to review.

58. The penalty specified in paragraphs 53 and 54, above, shall represent a civil penalty assessed by U.S. EPA and shall not be deductible for purposes of Federal taxes.

Compliance with 42 U.S.C. § 4852d and the Disclosure Rule

59. By its signature on this Consent Agreement, Respondent certifies that it is currently in full compliance with the Disclosure Rule, which are the regulations set out at 40 C.F.R. Part 745, Subpart F, and with Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4852d.

60. Respondent agrees to maintain compliance with the Disclosure Rule as long as it is the owner of the Apartment Building and is a “lessor,” as that term is defined by 40 C.F.R. § 745.103, of target housing units located at the Apartment Building.

61. One year and 30 days after the effective date of this CAFO, Respondent will provide to U.S. EPA copies of all leases into which it has entered for the rental of target housing units at the Apartment Building for the one-year period that follows the effective date of this CAFO. Respondent shall include with this submission all documentation which evidences

Respondent's compliance with 40 C.F.R. §§ 745.107(a) and 745.113(b), which are the regulations setting forth the information and disclosures that must be contained in every contract to lease "target housing." Respondent shall submit the above-stated documentation under a notarized statement by a responsible corporate official which attests that this documentation was provided to each lessee, as that term is defined in 40 C.F.R. § 745.103, before each lessee was obligated under their respective lease contracts, and which attests that the signatures appearing on the documentation are valid.

62. If, during the one-year period after the effective date of this CAFO, the Respondent sells the Apartment Building, the Respondent shall send the U.S. EPA a copy of the recorded deed. Respondent shall submit that documentation to the U.S. EPA within 30 days after the deed is recorded.

General Provisions

63. If Respondent fails to comply with any provision contained in this CAFO, Respondent waives any rights it may possess in law or equity to challenge the authority of the U.S. EPA to bring a civil action in the appropriate United States District Court either to:

a) compel compliance with this CAFO, or b) to seek an additional penalty for noncompliance with this CAFO.

64. Except as otherwise provided herein, this CAFO shall not relieve Respondent of its obligation to comply with all applicable provisions of Federal, state or local law, including but not limited to the requirements of 40 C.F.R. Part 745, Subpart F.

65. This CAFO constitutes a settlement by the U.S. EPA of all claims for civil penalties pursuant to TSCA for the specific factual allegations recited in paragraphs 25 to 42 of

this CAFO. Nothing in this CAFO is intended to, nor shall be construed to, operate in any way to resolve any criminal liability of the Respondent. Except as otherwise provided herein, compliance with this CAFO shall not be a defense to any actions subsequently commenced pursuant to Federal laws and regulations administered by the U.S. EPA, and it is the responsibility of Respondent to comply with such laws and regulations. The U.S. EPA expressly reserves the right: (a) for any matters other than violations alleged in this CAFO, to take any action authorized under Section 16 of TSCA, 15 U.S.C. § 2615; and (b) to enforce compliance with this CAFO.

66. Respondent waives any right it may have pursuant to 40 C.F.R. § 22.8 to be present during discussions with, or to be served with and to reply to, any memorandum or communication addressed to the Director, Waste, Pesticides and Toxics Division, or her superiors, if the purpose of such discussion, memorandum or communication is to persuade that official to accept and issue this CAFO.

67. Each party shall bear its own costs and attorneys' fees in connection with the action resolved by this CAFO.

68. This Consent Agreement, and the Final Order implementing it, shall become effective on the date that they are filed with the U.S. EPA, Region 5 Regional Hearing Clerk.

69. This CAFO shall terminate when Respondent has satisfied all of its terms and conditions.

SIGNATORIES

Each undersigned representative of a party to this Consent Agreement certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Agreement and to bind legally such party to this document.

Arbor III, Inc, Respondent

Agreed to this 13 day of April, 2007 *KOB w/ aetl.*

By: *Oleg Ortenberg*
Oleg Ortenberg
Arbor III, Inc.
5135 Golf Road, Suite 201,
Skokie, Illinois

United States Environmental Protection Agency, Complainant

Agreed to this 4 day of May, 2007

By: *Mardi Klevs*
Mardi Klevs, Chief
Pesticides and Toxics Branch

Agreed to this 8 day of MAY, 2007

By: *Margaret M. Guerriero*
Margaret M. Guerriero, Director
Waste, Pesticides and Toxics Divison

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In the Matter of Arbor III, Inc.

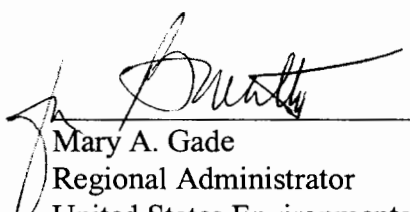
Docket No. **TSCA-05-2007-00111**

FINAL ORDER

Respondent is hereby ORDERED to comply with all of the terms of the foregoing Consent Agreement, effective immediately upon filing of this Consent Agreement and Final Order with the Regional Hearing Clerk. This Final Order disposes of this matter pursuant to 40 C.F.R. §§ 22.18 and 22.31.

ORDERED this 9th day of May, 2007.

By: _____


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

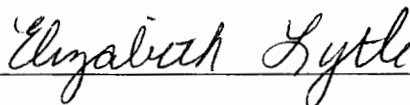
CERTIFICATE OF SERVICE

I hereby certify that a copy of the original signed copy of the Consent Agreement and Final Order in resolution of the civil administrative action involving Arbor III, Inc. d/b/a Arbor Court Apartments, was filed on May 14, 2007, with the Regional Hearing Clerk (E-13J), United States Environmental Protection Agency, Region 5, 77 West Jackson Boulevard, Chicago, Illinois 60604-3590, and that I mailed by Certified Mail, Receipt No. 7001 0320 0005 8910 5256, a copy of the original to the Respondents:

Timothy Buckley
Defrees & Fiske LLC
200 S. Michigan Ave., Suite 1100
Chicago, IL 60604-2480

and forwarded copies (intra-Agency) to:

Marcy Toney, Regional Judicial Officer, ORC/C-14J
Sherry Estes, Counsel for Complainant/C-14J
Eric Volck, USEPA Cincinnati Finance/NWD



Elizabeth Lytle
Pesticides and Toxics Branch
U.S. EPA - Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604-3590

Docket No. **TSCA-05-2007-0011**

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