



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

August 25, 2008

REPLY TO THE ATTENTION OF:

LC-8J

CERTIFIED MAIL

Receipt No. 7001 0320 0005 8921 6129

Mr. Paul Simmons
Simmons Rental Properties
21222 Dartmouth
Southfield, Michigan 48076

Re: Consent Agreement and Final Order, Docket No. **TSCA-05-2008-0022**

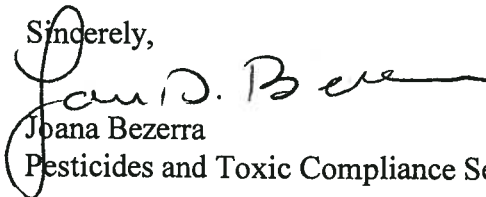
Dear Mr. Simmons:

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 August 25, 2008 with the Regional Hearing Clerk.

The civil penalty in the amount of \$539.00 is to be paid in the manner described in paragraphs 41 thru 43. Please be certain that the number **BD 2750847X013** and the docket number are written on both the transmittal letter and on the check. Payment is due by September 25, 2008 (within 30 calendar days of the filing date).

Thank you for your cooperation in resolving this matter.

Sincerely,


Joana Bezerra
Pesticides and Toxic Compliance Section

Enclosures

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

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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

In the Matter of:)
)
Simmons Rental Properties, Inc.,)
Southfield, Michigan,)
)
Respondent.)
_____)

Docket No. TSCA-05-2008-0022
Proceeding to Assess a Civil Penalty
Under Section 16(a) of the Toxic
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 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 the Director of the Land and Chemicals Division, United States Environmental Protection Agency (EPA), Region 5.
3. Respondent is Simmons Rental Properties, Inc. (Respondent), a corporation doing business in the State of Michigan.
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).
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 the assessment of the civil penalty specified in this CAFO, and to the terms of this CAFO.

Jurisdiction and Waiver of Right to Hearing

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

8. 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.

Statutory and Regulatory Background

9. 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.

10. 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.

11. 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.

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 “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.

14. 40 C.F.R. § 745.103 defines “seller” as any entity that transfers legal title to target

housing, in whole or in part, in return for consideration, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations.

15. 40 C.F.R. § 745.103 defines “purchaser” as any entity that enters into an agreement to purchase an interest in target housing, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations.

16. 40 C.F.R. § 745.113(a) requires that each contract to sell target housing include an attachment containing the following elements: a lead warning statement; a statement by the seller 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 seller that have been provided to the purchaser regarding lead-based paints and/or lead-based paint hazards in target housing or a statement that no such records are available; a statement by the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the *Lead Hazard Information Pamphlet*; a statement by the purchaser that he or she has received or waived the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a); and, the signatures and dates of signatures of the seller and purchaser certifying the accuracy of their statements.

17. 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 exist; 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, the signatures and dates of signature of the lessor and lessee certifying the accuracy of their statements.

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

19. Section 1018(b)(5) of the Lead Act, 42 U.S.C. § 4852d(b)(5), and 40 C.F.R. § 745.118(f) authorize the EPA Administrator to assess a civil penalty under Section 16 of TSCA of up to \$10,000 for each violation of Section 409 of TSCA. EPA increased the maximum penalty to \$11,000 for each violation occurring after July 28, 1997. 40 C.F.R. § 745.118(f) and 40 C.F.R. Part 19.

Factual Allegations and Alleged Violations

20. From July 10, 2001, through August 2, 2005, Respondent owned a single family dwelling at 15770 Burt Road in Detroit, Michigan. From April 20, 1996, through the present, Respondent has owned single family dwellings at 14627 Burgess and 13546 Burt Road in Detroit, Michigan (collectively, "Respondent's properties").

21. Respondent's properties are "target housing" as defined in 40 C.F.R. § 745.103.

22. On the following dates, Respondent, either directly or through an authorized agent, entered into the following two lease agreements (contracts) with individuals for the lease of Respondent's properties:

Address	Date of Lease
14627 Burgess, Detroit, Michigan	November 1, 2003
13546 Burt Road, Detroit, Michigan	December 1, 2004

23. Each of the two contracts referred to in paragraph 22, above, covered a term of occupancy greater than 100 days.

24. Respondent is a “lessor,” as defined in 40 C.F.R. § 745.103, because it offered the target housing referred to in paragraph 22, above, for lease.

25. Each individual who signed a lease to pay rent in exchange for occupancy of the target housing referred to in paragraph 22, above, became a “lessee” as defined in 40 C.F.R. § 745.103.

26. Respondent failed to include a lead warning statement, either within the contracts or as an attachment to the contracts for the lease of Respondent’s properties at 14627 Burgess and 13546 Burt Road, Detroit, Michigan, in violation of 40 C.F.R. § 745.113(b)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

27. Respondent failed to include 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, either within the contracts or as an attachment to the contracts for the lease of Respondent’s properties at 14627 Burgess and 13546 Burt Road, Detroit, Michigan, in violation of 40 C.F.R. § 745.113(b)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

28. Respondent failed to include 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 have been provided to the lessee or a statement that no such records are available, either within the contracts or as an attachment to the contracts for the lease of Respondent’s properties at 14627 Burgess and 13546 Burt Road, Detroit, Michigan, in violation of 40 C.F.R. § 745.113(b)(3),

15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

29. Respondent failed to include 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, either within the contracts or as an attachment to the contracts for the lease of Respondent's properties at 14627 Burgess and 13546 Burt Road, Detroit, Michigan, in violation of 40 C.F.R. § 745.113(b)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

30. Respondent failed to include the signatures of the lessor and the lessees certifying to the accuracy of their statements and the dates of such signatures, either within the contracts or as an attachment to the contracts for the lease of Respondent's properties at 14627 Burgess and 13546 Burt Road, Detroit, Michigan, in violation of 40 C.F.R. § 745.113(b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

31. On April 29, 2005, Respondent, either directly or through Respondent's authorized agent, entered into a written sales agreement (contract) with individuals for the sale of target housing at 15770 Burt Road, Detroit, Michigan.

32. Respondent is a "seller," as defined in 40 C.F.R. § 745.103, because it transferred legal title of the target housing referred to in paragraph 31, above, in return for consideration.

33. The individual who signed the contract to purchase the target housing referred to in paragraph 31, above, became a "purchaser," as defined in 40 C.F.R. § 745.103, because he entered into an agreement to purchase an interest in target housing.

34. Respondent failed to include a lead warning statement as an attachment to the contract to sell the target housing at 15770 Burt Road, Detroit, Michigan, in violation of 40 C.F.R. § 745.113(a)(1), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

35. Respondent failed to include a statement disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being sold or a lack of knowledge of such presence as an attachment to the contract to sell target housing at 15770 Burt Road, Detroit, Michigan, in violation of 40 C.F.R. § 745.113(a)(2), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

36. Respondent failed to include a list of records or reports available to the seller pertaining to lead-based paint and/or lead-based paint hazards in the target housing that have been provided to the purchaser or a statement that no such records or reports are available as an attachment to the contract to sell target housing at 15770 Burt Road, Detroit, Michigan, in violation of 40 C.F.R. § 745.113(a)(3), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

37. Respondent failed to include a statement by the purchaser affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3) and the *Lead Hazard Information Pamphlet* required under 15 U.S.C. § 2696 as an attachment to the contract to sell target housing at 15770 Burt Road, Detroit, Michigan, in violation of 40 C.F.R. § 745.113(a)(4), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

38. Respondent failed to include a statement by the purchaser that he has either received the opportunity to conduct the risk assessment or inspection required by 40 C.F.R. § 745.110(a) or waived the opportunity as an attachment to the contract to sell target housing at 15770 Burt Road, Detroit, Michigan, in violation of 40 C.F.R. § 745.113(a)(5), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

39. Respondent failed to include the signatures of the seller and purchaser certifying to the accuracy of their statements to the best of their knowledge, along with the dates of signature as an attachment to the contract to sell target housing at 15770 Burt Road, Detroit,

Michigan, in violation of 40 C.F.R. § 745.113(a)(7), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Civil Penalty

40. 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 \$539. In determining the penalty amount, Complainant considered the nature, circumstances, extent, and gravity of the violations, and, with respect to Respondent, ability to pay, effect on ability to continue to do business, any history of such prior violations, the degree of culpability and Respondent's agreement to perform a supplemental environmental project. Complainant also considered EPA's *Section 1018 – Disclosure Rule Enforcement Response and Penalty Policy* dated December 2007.

41. Within 30 days after the effective date of this CAFO, Respondent must pay a \$539 civil penalty for the TSCA violations by sending a cashier's or certified check, payable to the "Treasurer, United States of America," to:

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

The check must state "In the matter of: Simmons Rental Properties, Inc.," the docket number of this CAFO, and the billing document number.

42. Respondent also may pay the penalty online using an ACH debit or credit card. To pay online, go to www.pay.gov. Use the Search Public Forms option on the tool bar and enter SFO 1.1 in the search field. Open the form and complete the required fields.

43. If Respondent pays by check, a transmittal letter stating Respondent's name, the case title, Respondent's complete address, the case docket number and the billing document

number must accompany the payment. Respondent must send a copy of the check and transmittal letter to:

Regional Hearing Clerk (E-13J)
U.S. EPA, Region 5
77 West Jackson Blvd.
Chicago, IL 60604

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

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

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

45. If Respondent does not pay the civil penalty timely, or any stipulated penalties due under paragraph 58, below, 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.

46. Pursuant to 31 C.F.R. § 901.9, Respondent 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. Respondent must pay a \$15 handling charge each month that any portion of the penalty is more than 30 days past due. In addition, Respondent must pay a six percent per year penalty on any principal amount 90 days past due.

Supplemental Environmental Project

47. Respondent must complete a supplemental environmental project (SEP) designed to protect the public health by eliminating Respondent's tenants exposure to lead-based paint in their homes.

48. In performance of the SEP, Respondent must complete the following by September 30, 2008:

a. 13546 Burt Road, Detroit, Michigan:

- (i) Remove and replace two windows with Thermo replacement doublehung windows, covering exterior trim with aluminum coil stock;
- (ii) Trim down front door to eliminate friction surfaces and encapsulate door and door jamb, Room 2 foyer, basement and porch areas; and
- (iii) Clean entire house for lead dust, including exterior.

b. 18233 Heyden Street, Detroit, Michigan:

- (i) Remove and replace 10 windows with Thermo replacement doublehung windows, covering exterior trim with aluminum coil stock;
- (ii) Clean kitchen ceramic wall to remove lead dust;
- (iii) Encapsulate approximately nine linear feet of baseboard in hallway;
- (iv) Install vinyl composite tile over stair treads and risers and encapsulate stringer on basement stairs;
- (v) Trim down two doors in basement area to eliminate friction surfaces and encapsulate door and door jamb;
- (vi) Trim down front door to eliminate friction surfaces and encapsulate door jamb; and
- (vii) Clean entire house for lead dust.

- c. Retain a lead inspector or risk assessor, licensed by the State of Michigan, to conduct post-lead hazard control clearance sampling for 13546 Burt Road and 18233 Heyden Street in Detroit, Michigan.
- d. In the event that the lead clearance sampling identifies any remaining lead risks in either of the properties, undertake such steps that are necessary to remediate those lead hazards in accordance with the United States Department of Housing and Urban Development's *Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing* (HUD Guidelines) and the State of Michigan Lead Abatement Act, MCL 333.5451 through 5477, and Lead Hazard Control regulations at R 325.99101 through 99409 (Michigan Lead Act and Regulations).
- e. Upon completion of additional lead hazard controls, retain a lead inspector or risk assessor, licensed by the State of Michigan, to conduct post-lead hazard control clearance sampling.
- f. Repeat the process set forth in paragraphs 48(d) and (e) until each property meets clearance sampling standards.

49. Respondent must spend at least \$7,420 to perform the SEP described in paragraph 48, above.

50. Respondent certifies that it is not required to perform or develop the SEP by any law, regulation, grant, order, or agreement, or as injunctive relief as of the date it signs this CAFO. Respondent further certifies that it has not received, and is not negotiating to receive, credit for the SEP in any other enforcement action.

51. Respondent must conduct the SEP according to all applicable federal and state work practice and notification requirements including, but not limited to, the HUD Guidelines and Michigan Lead Act and Regulations cited in paragraph 48.d, above, unless otherwise specifically provided in this CAFO.

52. EPA may inspect the target housing at 13546 Burt Road and 18233 Heyden Street, in Detroit, Michigan at any time to monitor Respondent's compliance with this CAFO's SEP requirements.

53. Respondent must submit a SEP completion report to EPA by October 31, 2008.

This report must contain the following information:

- a. Detailed description of the SEP as completed;
- b. Description of any operating problems and the actions taken to correct the problems;
- c. Itemized costs of goods and services used to complete the SEP documented by copies of invoices, purchase orders, or canceled checks that specifically identify and itemize the individual costs of the goods and services;
- d. Certification that Respondent has completed the SEP in compliance with this CAFO; and
- e. Description of the environmental and public health benefits resulting from the SEP (quantify the benefits and pollution reductions, if feasible).

54. Respondent must submit all notices and reports required by this CAFO by first class mail to Joana Bezerra of the Pesticides and Toxics Compliance Section at the address provided in paragraph 43, above.

55. In each report that Respondent submits as provided by this CAFO, it must certify that the report is true and complete by including the following statement signed by one of its officers:

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, it 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.

56. Following receipt of the SEP completion report described in paragraph 53, above, EPA must notify Respondent in writing that:

- a. Respondent has satisfactorily completed the SEP and the SEP report;
- b. There are deficiencies in the SEP as completed or in the SEP report and EPA will give Respondent 30 days to correct the deficiencies; or

- c. Respondent has not satisfactorily completed the SEP or the SEP report and EPA will seek stipulated penalties under paragraph 58, below.

57. If EPA exercises option b, above, Respondent may object in writing to the deficiency notice within ten days of receiving the notice. The parties will have 30 days from EPA's receipt of Respondent's objection to reach an agreement. If the parties cannot reach an agreement, EPA will give Respondent a written decision on its objection. Respondent will comply with any requirements that EPA imposes in its decision. If Respondent does not complete the SEP as required by EPA's decision, Respondent will pay stipulated penalties to the United States under paragraph 58, below.

58. If Respondent violates any requirement of this CAFO relating to the SEP, Respondent must pay stipulated penalties to the United States as follows:

- a. If Respondent has spent less than the amount set forth in paragraph 49, above, Respondent must pay a stipulated penalty equal to the difference between the amount they spent on the SEP and the amount set forth in paragraph 49.
- b. If Respondent has completed the SEP, but the SEP is not satisfactory, Respondent must pay \$1,000, in addition to any penalty required under subparagraph a, above.
- c. If Respondent halts or abandons work on the SEP, Respondent must pay a stipulated penalty of \$5,000, in addition to the penalty required under subparagraph a, above. Such penalties will accrue as of the date for completing the SEP or the date performance ceases, whichever is earlier.
- d. If Respondent fails to comply with the schedule in paragraph 48 for implementing the SEP or fail to submit timely the SEP completion report, Respondent must pay stipulated penalties for each failure to meet an applicable milestone, as follows:

<u>Penalty per violation per day</u>	<u>Period of violation</u>
\$50	1 st through 14 th day
\$150	15 th through 30 th day
\$250	31 st day and beyond

These penalties will accrue from the date Respondent was required to meet each milestone until it achieves compliance with the milestone.

59. EPA's determination of whether Respondent satisfactorily completed the SEP will bind Respondent.

60. Respondent must pay any stipulated penalties within 15 days of receiving EPA's written demand for the penalties. Respondent will use the method of payment specified in paragraphs 41 through 43, above, and will pay interest, handling charges, and penalties on overdue amounts as specified in paragraph 46, above.

61. For federal income tax purposes, Respondent will neither capitalize into inventory or basis, nor deduct any costs or expenditures incurred in performing the SEP.

62. Any public statement that Respondent makes referring to the SEP must include the following language, "Simmons Rental Properties, Inc., undertook this project under the settlement of the United States Environmental Protection Agency's enforcement action against Simmons Rental Properties, Inc. for violations of 40 C.F.R. § 745.113, 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5)."

General Provisions

63. This CAFO resolves only Respondent's liability for federal civil penalties for the violations alleged in the CAFO.

64. 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.

65. This CAFO does not affect Respondent's responsibility to comply with the Lead Act and the Disclosure Rule and other applicable federal, state, and local laws.

66. Respondent certifies that it is complying with the Lead Act and the Disclosure

Rule.

67. The terms of this CAFO bind Respondent and its successors and assigns.

68. 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.

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

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


Simmons Rental Properties, Inc., Respondent

8/4/08
Date


Paul Simmons, Jr.
President
Simmons Rental Properties, Inc.

United States Environmental Protection Agency, Complainant

8/14/08
Date


Margaret M. Guerriero
Director
Land and Chemicals Division

In the Matter of:
Simmons Rental Properties, Inc.
Docket No. TSCA-05-2008-0022

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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.

8/21/08
Date

Lynn Buhl
Lynn Buhl
Regional Administrator
United States Environmental Protection Agency
Region 5


CERTIFICATE OF SERVICE

This is to certify that the original and one copy of this Consent Agreement and Final Order in the resolution of the civil administration involving Simmons Rental Properties was filed on August 25, 2008, with the Regional Hearing Clerk (E-13J), 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.7001 0320 0005 8921 6129, along with a copy each of the "Consolidated Rules of Practice, 40 C.F.R. Part 22," and "Section 1018 Disclosure Rule Enforcement Response Policy" to:

Mr. Paul Simmons
Simmons Rental Properties
21222 Dartmouth
Southfield, Michigan 48076

and forwarded intra-Agency copies to:

Marcy Toney, Regional Judicial Officer, ORC/C-14J
Ann Coyle, 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

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