

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103

UPS
SIGNATURE CONFIRMATION REQUESTED

Amocetia Beckford
Beckford Rentals, Inc.
240 South 6th Street
Reading, PA 19602

210 DEC 2313

Re: Toxic Substances Control Act
Administrative Complaint,
and Notice of Opportunity for Hearing
In the Matter of Amocetia Beckford and Beckford Rentals, Inc.
Docket No. TSCA-03-2011-0029

Dear Ms. Beckford:

Enclosed please find an Administrative Complaint and Notice of Opportunity for Hearing ("Complaint") concerning alleged violations of Section 409 of Toxic Substances Control Act, 15 U.S.C. § 2689, the Residential Lead-Based Paint Hazard Reduction Act of 1992 ("RLBPHRA"), 42 U.S.C. §§ 4851 *et seq.*, and the federal regulations promulgated thereunder, set forth in 40 C.F.R. Part 745, Subpart F (also known as the "Disclosure Rule"), in relation to certain written residential lease agreements and written sale agreements for properties located in Reading, Pennsylvania ("Target Housing").

The Complaint should be read and analyzed carefully to determine the alternatives available to you in responding to the alleged violations.

You and your company must file an Answer to this Complaint within thirty (30) days of its receipt. The Answer must specifically respond to each of the allegations in the Complaint. Failure to respond to this Complaint by specific Answer within thirty (30) days of your receipt of this document will constitute an admission of the allegations made in the Complaint. Failure to answer may result in the filing of a Motion for a Default Order and the possible issuance of a Default Order imposing the penalty proposed in the Complaint without further proceedings.

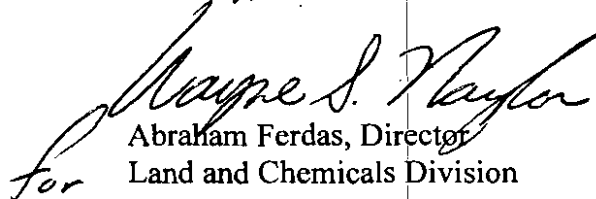
In your Answer, you may choose to request a hearing to contest any matter set forth in the Complaint. Whether or not a hearing is requested, you may request an informal settlement conference to discuss resolution of this case in your Answer or you may contact the attorney assigned to this case.

EPA has determined that your company may be considered a "small business" under the Small Business Regulatory Enforcement and Fairness Act (SBREFA). Please see the "Information Sheet for Small Business Resources" enclosed with this letter. This enclosure provides information on contacting the SBREFA Ombudsman to comment on federal enforcement and compliance activities and also provides information on compliance assistance. As noted in the enclosure, any decision to participate in such program or to seek compliance assistance does not relieve you of your obligation to respond in a timely manner to an EPA request or other enforcement action, create any new rights or defenses under law, and will not affect EPA's decision to pursue this enforcement action. To preserve your legal rights, you must comply with all rules governing the administrative enforcement process. The Ombudsman and fairness boards do not participate in the resolution of EPA's enforcement action.

In addition, your company may be required to disclose to the Securities and Exchange Commission ("SEC") the existence of certain administrative or judicial proceedings taken against your company under Federal, State or local environmental laws. Please see the attached "Notice of Securities and Exchange Commission Registrants' Duty to Disclose Environmental Legal Proceedings" for more information about this requirement and to aid you in determining whether your company is subject to it.

Please have your counsel call Louis F. Ramalho, Senior Assistant Regional Counsel, at (215) 814-2681 to request a settlement conference regarding this matter.

Sincerely,


for Abraham Ferdas, Director
Land and Chemicals Division

Enclosures

cc: Craig Yussen (3LC61)

Dominic A. DeCecco, Esq.
Hartman Shurr
1100 Berkshire Blvd., P.O. Box 5828
Wyomissing, PA 19610

authority has been further delegated in U.S. EPA Region III to, *inter alia*, the Director of the Land and Chemicals Division (“Complainant”), pursuant to EPA Region III Delegation No. 12-2-A.

The Respondents in this action are Amocetia Beckford, individually, and Beckford Rentals, Inc. a Commonwealth of Pennsylvania corporation. By issuing this Complaint, Complainant alleges violations by the Respondents of Section 409 of TSCA, 15 U.S.C. § 2689, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (“RLBPHRA”), 42 U.S.C. §§ 4851 *et seq.*, and the federal regulations promulgated thereunder, set forth in 40 C.F.R. Part 745, Subpart F (also known as the “Disclosure Rule”), in relation to twenty-one (21) written lease agreements associated with fifteen (15) target housing units as described more fully in this Complaint below.

Failure to comply with Section 1018 of the RLBPHRA, 42 U.S.C. § 4852d, or with any rule or regulation issued thereunder, including, but not limited to, 40 C.F.R. Part 745, Subpart F, constitutes a violation of Section 409 of TSCA, 15 U.S.C. § 2689. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, violations of Section 409 of TSCA, 15 U.S.C. § 2689, are subject to the assessment of civil and/or criminal penalties.

In support of the Complaint, Complainant alleges the following:

I. JURISDICTION

1. EPA and the Office of Administrative Law Judges have jurisdiction over the above-captioned matter pursuant to Sections 16 and 409 of TSCA, 15 U.S.C. §§ 2615 and 2689; Section 1018 of the RLBPHRA, 42 U.S.C. § 4852d; 40 C.F.R. Part 745, Subpart F; and 40 C.F.R. §§ 22.1(a)(5) and 22.4.

II. DEFINITIONS AND REGULATORY REQUIREMENTS

2. Pursuant to 40 C.F.R. § 745.103, the term “agent” means, with certain exceptions, any party who enters into a contract with a seller or lessor, including any party who enters into a contract with a representative of the seller or lessor, for the purpose of selling or leasing target housing.
3. Pursuant to 40 C.F.R. § 745.103, the term “lead-based paint” means paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square centimeter [mg/cm²] or 0.5 percent by weight.
4. Pursuant to 40 C.F.R. § 745.103, the term “lead-based paint hazard” means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated soil, or lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects as established by the appropriate Federal agency.
5. Pursuant to 40 C.F.R. § 745.107(a)(1), the term “lead hazard information pamphlet” includes the EPA document entitled *Protect Your Family From Lead in Your Home* (EPA #747-K-94-001) or an equivalent pamphlet approved for use in a state by EPA.
6. Pursuant to 40 C.F.R. § 745.103, the term “Lessee” means 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.
7. Pursuant to 40 C.F.R. § 745.103, the term “Lessor” means 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.

8. Pursuant to 40 C.F.R. § 745.103, the term "Owner" means any entity that has legal title to target housing, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and non-profit organizations, except where a mortgage holds legal title to property serving as collateral for a mortgage loan, in which case the owner would be the mortgagor.
9. Pursuant to 40 C.F.R. § 745.103, the term "Purchaser" means an 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 non-profit organizations.
10. Pursuant to Section 1004(23) of the RLBPHRA, 42 U.S.C. § 4851b(23), Section 401(14) of TSCA, 15 U.S.C. § 2681(14), and 40 C.F.R. § 745.103, the term "residential dwelling" means: (1) A single-family dwelling, including attached structures such as porches and stoops; or (2) A single-family dwelling unit in a structure that contains more than one separate residential dwelling unit, and in which each such unit is used or occupied, or intended to be used or occupied, in whole or in part, as the residence of one or more persons.
11. Pursuant to Section 1004(24) of the RLBPHRA, 42 U.S.C. § 4851b(24), and Section 401(15) of TSCA, 15 U.S.C. § 2681(15), the term "residential real property" means real property on which there is situated one (1) or more residential dwellings used or occupied,

or intended to be used or occupied, in whole or in part, as the home or residence of one (1) or more persons.

12. Pursuant to 40 C.F.R. § 745.103, the term “Seller” means 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 non-profit organizations.
13. Pursuant to Section 1004(27) of the RLBPHRA, 42 U.S.C. § 4851b(27), TSCA Section 401(17), 15 U.S.C. § 2681(17), and 40 C.F.R. § 745.103, the term “target housing” means 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.
14. 40 C.F.R. § 745.113(a)(1) provides that each contract to sell target housing shall include an attachment containing a Lead Warning Statement with the following language in the contract: “Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligent quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller’s possession and notify the buyer of any known lead-based paint hazards. A risk

assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.”

15. 40 C.F.R. § 745.113(a)(2) provides, in relevant part, that each contract to sell target housing shall include, an attachment to the contract, a statement by the seller disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being sold or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards. The seller shall also provide any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards and the condition of the painted surfaces.
16. 40 C.F.R. § 745.113(a)(4) provides, in relevant part, that each contract to sell target housing shall include, an attachment to the contract, a statement by the seller affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (a)(3) and the lead hazard information pamphlet required under 15 U.S.C. § 2686.
17. 40 C.F.R. § 745.113(b)(1) provides that each contract to lease target housing shall include, as an attachment or within the contract, a Lead Warning Statement with the following language: “Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint

hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.”

18. 40 C.F.R. § 745.113(b)(2) provides, in relevant part, that each contract to lease target housing shall include, as an attachment or within the contract, a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards. The lessor shall also disclose any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards and the condition of the painted surfaces.
19. 40 C.F.R. § 745.113(b)(4) provides, in relevant part, that each contract to lease target housing shall include, as an attachment or within the contract, a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and the lead hazard information pamphlet required under 15 U.S.C. § 2686.
20. 40 C.F.R. § 745.115(a) provides that each agent shall ensure compliance with all the requirements of 40 C.F.R. Part 745. To ensure compliance, the agent shall:
 - (1) Inform the seller or lessor of his/her obligations under 40 C.F.R. §§ 745.107, 745.110, and 745.113.
 - (2) Ensure that the seller or lessor has performed all activities required under 40 C.F.R. §§ 745.107, 745.110, 745.113, or personally ensure compliance with the requirements of 40 C.F.R. §§ 745.107, 745.110, and 745.113.

III. FINDINGS OF FACT AND CONCLUSIONS OF LAW

21. Amocetia Beckford is an individual with her principal place of business located at 240 South 6th Street, Reading, Pennsylvania.
22. At all times relevant to the violations in this Complaint, Amocetia Beckford (“Respondent Lessor” or “Respondent Seller”), was the “owner”, “lessor” and/or “seller”, as these terms are defined in 40 C.F.R. § 745.103, of the residential real property located at the following addresses in Reading, Pennsylvania: 49 South 10th Street, 413 South 6th Street, 1146 Franklin Street, 230 North 4th Street, 115 West Elm Street, 800 Muhlenberg Street, 778 Schuylkill Avenue, 752 North 9th Street, 122 North 4th Street, 140 South 8th Street, 151 Pear Street, 200 Chapel Street, 209 Greenwich Street, 110 Jefferson Street and 129 Elm Street .
23. Beckford Rentals, Inc. is a Commonwealth of Pennsylvania for-profit corporation with its principal place of business located at 240 South 6th Street, Reading, Pennsylvania.
24. At all times relevant to the violations in this Complaint, Beckford Rentals, Inc. (“Respondent Agent” or “Beckford Rentals”), was the “agent” of the Respondent Lessor/Seller, as that term is defined in 40 C.F.R. § 745.103, with respect to the lease and/or sale transactions described herein.
25. At all times relevant to the violations alleged herein, one building used as the home or residence for one or more persons was located on each of the properties referred to in Paragraph 22 above, (hereinafter “Target Housing”).
26. The Target Housing was constructed prior to 1978.

27. At all times relevant to the violations alleged herein, the Target Housing was not housing for the elderly or persons with disabilities and was not a 0-bedroom dwelling as provided in 40 C.F.R. § 745.103.

28. At all times relevant to the violations alleged herein, the Target Housing contained a “residential dwelling” and was “target housing” within the meaning of Section 1004(23) and (27) of the RLBPHRA, 42 U.S.C. § 4851b(23) and (27), Section 401(14) and (17) of TSCA, 15 U.S.C. § 2681(14) and (17), and 40 C.F.R. § 745.103.

A. 49 S. 10th Street, Reading, Pennsylvania (Lease Transaction #1)

29. Amocetia Beckford and Beckford Rentals, as lessor and agent, respectively, (hereinafter collectively as “Respondents”) entered into a written contract, dated February 24, 2008 (hereinafter referred to as the “Lease Transaction #1”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 49 S. 10th Street, Reading, PA for a term commencing on February 24, 2008 and terminating on March 24, 2009.

30. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).

31. Lease Transaction #1 was not a “[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).

32. Lease Transaction #1 was not a “[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where

no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

B. 413 S. 6th Street, 1st Floor, Reading, Pennsylvania (Lease Transaction #2)

33. Respondents entered into a written contract, dated May 17, 2007 (hereinafter referred to as the “Lease Transaction #2”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 413 S. 6th Street, 1st Floor, Reading, Pennsylvania for a term commencing on June 8, 2007 and terminating on [sic] May 8, 2007.

34. At all times relevant to the violation alleged herein with respect to such the Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).

35. Lease Transaction #2 was not a “[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).

36. Lease Transaction #2 was not a “[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

C. 1146 Franklin Street, 1st Floor, Reading, Pennsylvania (Lease Transaction #3)

37. Respondents entered into a written contract, dated July 23, 2007 (hereinafter referred to as the “Lease Transaction #3”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 1146 Franklin Street, 1st Floor, Reading, Pennsylvania for a term commencing on August 11, 2007 and terminating on July 1, 2008.

38. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).

39. Lease Transaction #3 was not a “[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).

40. Lease Transaction #3 was not a “[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

D. 1146 Franklin Street, 2nd Floor, Reading, Pennsylvania (Lease Transaction #4)

41. Respondents entered into a written contract, dated May 23, 2008 (hereinafter referred to as the “Lease Transaction #4”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 1146 Franklin Street, 2nd Floor, Reading, Pennsylvania for a term commencing on June 1, 2008 and terminating on May 31, 2009.

42. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).

43. Lease Transaction #4 was not a “[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).

44. Lease Transaction #4 was not a “[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where

no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

E. 230 North 4th Street, 3rd Floor, Reading, Pennsylvania (Lease Transaction #5)

45. Respondents entered into a written contract, dated April 3, 2008 (hereinafter referred to as the “Lease Transaction #5”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 230 North 4th Street, 3rd Floor, Reading, Pennsylvania for a term of month-to-month commencing on April 3, 2008 and terminating on November 30, 2008.

46. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).

47. Lease Transaction #5 was not a “[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).

48. Lease Transaction #5 was not a “[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

F. 115 West Elm Street, Reading, Pennsylvania (Lease Transaction #6)

49. Respondents entered into a written contract, dated January 31, 2008 (hereinafter referred to as the “Lease Transaction #6”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 115 West Elm Street, Reading,

Pennsylvania for a term commencing on January 1, 2008 and terminating on December 31, 2009.

50. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).

51. Lease Transaction #6 was not a “[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).

52. Lease Transaction #6 was not a “[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

G. 800 Muhlenberg Street, Reading, Pennsylvania (Lease Transaction #7)

53. Respondents entered into a written contract, dated February 14, 2008 (hereinafter referred to as the “Lease Transaction #7”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 800 Muhlenberg Street, Reading, Pennsylvania for a term commencing on February 14, 2008 and terminating on January 14, 2009.

54. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).

55. Lease Transaction #7 was not a “[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).

56. Lease Transaction #7 was not a “[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

H. 800 Muhlenberg Street, Reading, Pennsylvania (Lease Transaction #8)

57. Respondents entered into a written contract, dated August 28, 2008 (hereinafter referred to as the “Lease Transaction #8”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 800 Muhlenberg Street, Reading, Pennsylvania for a term commencing on August 29, 2008 and terminating on August 28, 2009.

58. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).

59. Lease Transaction #8 was not a “[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).

60. Lease Transaction #8 was not a “[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

I. 778 Schuylkill Avenue, Reading, Pennsylvania (Lease Transaction #9)

61. Respondents entered into a written contract, dated August 28, 2008 (hereinafter referred to as the “Lease Transaction #9”) with a “lessee,” as that term is defined at 40 C.F.R.

§ 745.103, to rent and/or lease the Target Housing at 778 Schuykill Avenue, Reading, Pennsylvania for a term commencing on August 29, 2008 and terminating on August 28, 2009.

62. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).

63. Lease Transaction #9 was not a “[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).

64. Lease Transaction #9 was not a “[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

J. 752 North 9th Street, Reading, Pennsylvania (Lease Transaction #10)

65. Respondents entered into a written contract, dated August 3, 2007 (hereinafter referred to as the “Lease Transaction #10”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 752 North 9th Street, Reading, Pennsylvania for a term commencing on August 3, 2007 and terminating on September 3, 2008.

66. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).

67. Lease Transaction #10 was not a “[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).
68. Lease Transaction #10 was not a “[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

K. 752 North 9th Street, Reading, Pennsylvania (Lease Transaction #11)

69. Respondents entered into a written contract, dated September 19, 2008 (hereinafter referred to as the “Lease Transaction #11”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 752 North 9th Street, Reading, Pennsylvania for a term commencing on October 1, 2008 and terminating on October 31, 2009.
70. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).
71. Lease Transaction #11 was not a “[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).
72. Lease Transaction #11 was not a “[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

L. 122 North 4th Street, Reading, Pennsylvania (Lease Transaction #12)

73. Respondents entered into a written contract, dated April 15, 2008 (hereinafter referred to as the "Lease Transaction #12") with a "lessee," as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 122 North 4th Street, Reading, Pennsylvania for a term commencing on April 15, 2008 and terminating on April 14, 2009.
74. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be "lead-based paint free by a certified inspector" as provided at 40 C.F.R. § 745.101(b).
75. Lease Transaction #12 was not a "[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur," as provided at 40 C.F.R. § 745.101(c).
76. Lease Transaction #12 was not a "[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor," as provided at 40 C.F.R. § 745.101(d).

M. 140 South 8th Street, 1st Floor, Reading, Pennsylvania (Lease Transaction #13)

77. Respondents entered into a written contract, dated June 30, 2006 (hereinafter referred to as the "Lease Transaction #13") with a "lessee," as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 140 South 8th Street, 1st Floor, Reading, Pennsylvania for a term commencing on July 1, 2006 and terminating on June 30, 2007.

78. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).

79. Lease Transaction #13 was not a “[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).

80. Lease Transaction #13 was not a “[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

N. 140 South 8th Street, Rear Apt., Reading, Pennsylvania (Lease Transaction #14)

81. Respondents entered into a written contract, dated August 25, 2008 (hereinafter referred to as the “Lease Transaction #14”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 140 South 8th Street, Rear Apt., Reading, Pennsylvania for a term commencing on September 1, 2008 and terminating on August 31, 2009.

82. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).

83. Lease Transaction #14 was not a “[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).

84. Lease Transaction #14 was not a “[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where

no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

O. 151 Pear Street, Reading, Pennsylvania (Lease Transaction #15)

85. Respondents entered into a written contract, dated March 20, 2008 (hereinafter referred to as the “Lease Transaction #15”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 151 Pear Street, Reading, Pennsylvania for a term commencing on April 4, 2008 and terminating on March 4, 2009.
86. At all times relevant to the violation alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).
87. Lease Transaction #15 was not a “[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).
88. Lease Transaction #15 was not a “[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

P. 200 Chapel Street, Reading, Pennsylvania (Lease Transaction #16)

89. Respondents entered into a written contract, dated November 19, 2007 (hereinafter referred to as the “Lease Transaction #16”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 200 Chapel Street, Reading, Pennsylvania for a term commencing on November 19, 2007 and terminating on October 31, 2008.

90. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).

91. Lease Transaction #16 was not a “[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).

92. Lease Transaction #16 was not a “[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

Q. 209 Greenwich Street, Reading, Pennsylvania (Lease Transaction #17)

93. Respondents entered into a written contract, dated August 15, 2007 (hereinafter referred to as the “Lease Transaction #17”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 209 Greenwich Street, Reading, Pennsylvania for a term commencing on August 15, 2007 and terminating on September 15, 2008.

94. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).

95. Lease Transaction #17 was not a “[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).

96. Lease Transaction #17 was not a “[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where

no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

R. 209 Greenwich Street, Reading, Pennsylvania (Lease Transaction #18)

97. Respondents entered into a written contract, dated October 26, 2008 (hereinafter referred to as the “Lease Transaction #18”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 209 Greenwich Street, Reading, Pennsylvania for a term commencing on November 1, 2008 and terminating on October 30, 2009.

98. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).

99. Lease Transaction #18 was not a “[s]hort-term lease of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).

100. Lease Transaction #18 was not a “[r]enewal of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

S. 110 Jefferson Street, Reading, Pennsylvania (Purchase Transaction #19)

101. Respondents entered into a purchase written contract, dated May 1, 2007 (hereinafter referred to as the “Purchase Transaction #19”) with a “purchaser,” as that term is defined at 40 C.F.R. § 745.103, to purchase the Target Housing at 110 Jefferson Street, Reading, Pennsylvania.

102. At all times relevant to the violations alleged herein with respect to the Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).

T. 129 Elm Street, Reading, Pennsylvania (Purchase Transaction #20)

103. Respondents entered into a purchase written contract, dated July 9, 2007 (hereinafter referred to as the “Purchase Transaction #20”) with a “purchaser,” as that term is defined at 40 C.F.R. § 745.103 to purchase the Target Housing at 129 Elm Street, Reading, Pennsylvania.

104. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).

U. 151 Pear Street, Reading, Pennsylvania (Purchase Transaction #21)

105. Respondents entered into a purchase written contract, dated July 3, 2007 (hereinafter referred to as the “Purchase Transaction #21”) with a “purchaser,” as that term is defined at 40 C.F.R. § 745.103, to purchase the Target Housing at 151 Pear Street, Reading, Pennsylvania.

106. At all times relevant to the violations alleged herein with respect to such Target Housing, such Target Housing had not been found to be “lead-based paint free by a certified inspector” as provided at 40 C.F.R. § 745.101(b).

IV. VIOLATIONS

Count 1-18

(Violations of 40 C.F.R. § 745.113(b)(1))

107. The allegations contained in Paragraphs 1 through 106, above, of this Complaint are incorporated by reference herein as though fully set forth at length.
108. Respondent Lessor failed to include a "Lead Warning Statement," containing the language set forth in, and required by, 40 C.F.R. § 745.113(b)(1), either as an attachment to, or within, the contracts for Lease Transactions #1 through #18 described in Paragraphs 20 through 100, above.
109. Respondent Agent failed to personally ensure compliance by the lessor(s) with the requirements of 40 C.F.R. § 745.113(b)(1) in connection with Lease Transaction #1 through Lease #18 of the Target Housing identified above in Paragraphs 20 through 100 of this Complaint as required by 40 C.F.R. § 745.115(a).
110. Pursuant to 40 C.F.R. § 745.118(e), Respondents' failure to include a "Lead Warning Statement," containing the language set forth in, and required by, 40 C.F.R. § 745.113(b)(1), either as an attachment to, or within, the Lease Transactions #1 through #18 as described in Paragraphs 20 through 100, above, constitutes 18 violations of Section 1018(b)(5) of RLBPHRA, 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

Count 19-36
(Violations of 40 C.F.R. § 745.113(b)(2))

111. The allegations contained in Paragraphs 1 through 110, above, of this Complaint are incorporated by reference herein as though fully set forth at length.
112. Respondent Lessor failed to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the Target Housing being leased or a statement indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards, either as an attachment to, or within, the Lease Transactions #1 through 18 as described in Paragraphs 20 through 100, above, as required by 40 C.F.R. § 745.113(b)(2).
113. Respondent Agent failed to personally ensure compliance by the lessor(s) with the requirements of 40 C.F.R. § 745.113(b)(2) in connection with Lease Transactions #1 through Lease #18 of the Target Housing identified above in Paragraphs 20 through 100 of this Complaint as required by 40 C.F.R. § 745.115(a).
114. Pursuant to 40 C.F.R. § 745.118(e), Respondents' failure to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the Target Housing being leased or a statement indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards, either as an attachment to, or within, the Lease Transactions #1 through 18 as described in Paragraphs 20 through 100, above, constitutes 18 violations of Section 1018(b)(5) of RLBPHRA, 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

Count 37-54
(Violations of 40 C.F.R. § 745.113(b)(4))

115. The allegations contained in Paragraphs 1 through 114, above, of this Complaint are incorporated by reference herein as though fully set forth at length.
116. Respondent Lessor failed to include a statement by the lessee affirming receipt of the lead hazard information pamphlet required under 15 U.S.C. § 2686, either as an attachment to, or within, the Lease Transactions #1 through 18 as described in Paragraphs 20 through 100, above, as required by 40 C.F.R. § 745.113(b)(4).
117. Respondent Agent failed to personally ensure compliance by the lessor(s) with the requirements of 40 C.F.R. § 745.113(b)(4) in connection with Lease Transaction #1 through Lease #18 of the Target Housing identified above in Paragraphs 20 through 100 of this Complaint as required by 40 C.F.R. § 745.115(a).
118. Pursuant to 40 C.F.R. §745.118(e), Respondents' failure to include a statement by the lessee affirming receipt of the lead hazard information pamphlet required under 15 U.S.C. § 2686, either as an attachment to, or within, the Lease Transactions #1 through 18 as described in Paragraphs 20 through 100, above, constitutes 18 violations of Section 1018(b)(5) of the RLBPHRA, 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

Count 55-57
(Violations of 40 C.F.R. § 745.113(a)(1))

119. The allegations contained in Paragraphs 1 through 118, above, of this Complaint are incorporated by reference herein as though fully set forth at length.

120. Respondent Seller failed to include a "Lead Warning Statement," containing the language set forth in, and required by, 40 C.F.R. § 745.113(a)(1), as an attachment to the contracts, for Purchase Transactions #19 through #21 described in Paragraphs 101 through 106, above.
121. Respondent Agent failed to personally ensure compliance by the lessor(s) with the requirements of 40 C.F.R. § 745.113(a)(1) in connection with contracts for Purchase Transaction #19 through #21 of the Target Housing identified above in Paragraphs 101 through 106 of this Complaint as required by 40 C.F.R. § 745.115(a).
122. Pursuant to 40 C.F.R. § 745.118(e), Respondents' failure to include a "Lead Warning Statement," containing the language set forth in, and required by, 40 C.F.R. § 745.113(a)(1), as an attachment to the contracts, for Purchase Transactions #19 through #21 described in Paragraphs 101 through 106, above, constitutes 3 violations of Section 1018(b)(5) of RLBPHRA, 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

Count 58-60
(Violations of 40 C.F.R. § 745.113(a)(2))

123. The allegations contained in Paragraphs 1 through 122, above, of this Complaint are incorporated by reference herein as though fully set forth at length.
124. Respondent Seller failed to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the Target Housing being leased or a statement indicating no knowledge of the presence of lead-based paint and/or lead-based

paint hazards, as an attachment to the contracts, for Purchase Transactions #19 through #21 described in Paragraphs 101 through 106, above, as required by 40 C.F.R. § 745.113(a)(2).

125. Respondent Agent failed to personally ensure compliance by the lessor(s) with the requirements of 40 C.F.R. § 745.113(a)(2) in connection with contracts for Purchase Transactions #19 through #21 of the Target Housing identified above in Paragraphs 101 through 106 of this Complaint as required by 40 C.F.R. § 745.115(a).

126. Pursuant to 40 C.F.R. § 745.118(e), Respondents' failure to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the Target Housing being leased or a statement indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards, as an attachment to the contracts, for Purchase Transactions #19 through 21 described in Paragraphs 101 through 106, above, constitutes 3 violations of Section 1018(b)(5) of RLBPHRA, 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

Count 61-63
(Violations of 40 C.F.R. § 745.113(a)(4))

127. The allegations contained in Paragraphs 1 through 126, above, of this Complaint are incorporated by reference herein as though fully set forth at length.

128. Respondent Seller failed to include a statement by the lessee affirming receipt of the lead hazard information pamphlet required under 15 U.S.C. § 2686, as an attachment to the contracts, for Purchase Transactions #19 through 21 described in Paragraphs 101 through 106, above, as required by 40 C.F.R. § 745.113(b)(4).

129. Respondent Agent failed to personally ensure compliance by the lessor(s) with the requirements of 40 C.F.R. § 745.113(a)(4) in connection with contracts for Purchase Transactions #19 through #21 of the Target Housing identified above in Paragraphs 101 through 106 of this Complaint as required by 40 C.F.R. § 745.115(a).

130. Pursuant to 40 C.F.R. §745.118(e), Respondents' failure to include a statement by the lessee affirming receipt of the lead hazard information pamphlet required under 15 U.S.C. § 2686, as an attachment to the contracts, for Purchase Transactions #19 through 21 described in Paragraphs 101 through 106, above, constitutes 3 violations of Section 1018(b)(5) of the RLBPHRA, 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

IV. CIVIL PENALTY

Section 1018 of the RLBPHRA, 42 U.S.C. § 4852d, authorizes the assessment of a civil penalty under Section 16 of TSCA, 15 U.S.C. § 2615, in the maximum amount of \$10,000 for each violation of Section 409 of TSCA, 15 U.S.C. § 2689. This amount has been adjusted to \$11,000 per violation under the Civil Monetary Penalty Inflation Adjustment Rule, 40 C.F.R. Part 19, which increases the civil penalties which can be assessed by EPA under TSCA for violations occurring after March 15, 2004 through January 12, 2009, and for violations occurring after January 12, 2009, EPA can assess a maximum civil penalty of \$16,000 for each violation. For purposes of determining the amount of any civil penalty to be assessed, Section 16 of TSCA, 15 U.S.C. § 2615, requires EPA to take into account the nature, circumstances, extent, and gravity of the violation or 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 matters as justice may require (“statutory factors”). In developing a proposed penalty, Complainant takes into account the particular facts and circumstances of this case with specific reference to the statutory factors set forth in Section 16 of TSCA and EPA’s *Section 1018 Disclosure Rule Final Enforcement Response Policy (“Final ERP”)*, dated December 2007, a copy of which is enclosed with this Complaint. The *Final ERP* provides a rational, consistent, and equitable calculation methodology for applying the statutory factors enumerated above to particular cases.

Pursuant to 40 C.F.R. § 22.14(a)(4)(ii), Complainant is not proposing a specific penalty at this time, but will do so at a later date after an exchange of information has occurred. *See* 40 C.F.R. § 22.19(a)(4).

This Complaint does not constitute a “demand” as that term is defined in the Equal Access to Justice Act, 28 U.S.C. § 2412. Pursuant to 40 C.F.R. § 22.14(a)(4)(i), an explanation of the number and severity of violations is as follows:

1. Explanation of Circumstance Level and Extent of Violation

A. Circumstance Levels:

- a) 40 C.F.R. § 745.113(b)(1) violations (Counts 1-18): Violations of the disclosure requirements set forth at 40 C.F.R. § 745.113(b)(1) are deemed to represent a “high” level of impairment to a lessee’s ability to assess the information required to be disclosed and have been characterized as Circumstance Level 2 violations in the ERP. As a result, the violations alleged in Count 1 through 18 of this Complaint are characterized as Circumstance Level 2 violations for purposes of calculating an appropriate penalty.

- b) 40 C.F.R. § 745.113(b)(2) violations (Counts 19-36): Violations of the disclosure requirements set at 40 C.F.R. § 745.113(b)(2) are deemed to represent a “medium” level of impairment to a lessee’s ability to assess the information required to be disclosed and are characterized as Circumstance Level 3 violations in the ERP. As a result, the violations alleged in Counts 19 through 36 of this Complaint are characterized as Circumstance Level 3 violations for purposes of calculating an appropriate penalty.
- c) 40 C.F.R. § 745.113(b)(4) violations (Counts 37-54): Violations of the requirements set forth at 40 C.F.R. § 745.113(b)(4) are deemed to represent a “medium” level of impairment to a lessee’s ability to assess the information required to be disclosed and are characterized as Circumstance Level 4 violations in the ERP. As a result, the violations alleged in Counts 37 through 54 of this Complaint are characterized as Circumstance Level 4 violations for purposes of calculating an appropriate penalty.
- d) 40 C.F.R. § 745.113(a)(1) violations (Counts 55-57): Violations of the disclosure requirements set forth at 40 C.F.R. § 745.113(a)(1) are deemed to represent a “high” level of impairment to a lessee’s ability to assess the information required to be disclosed and have been characterized as Circumstance Level 2 violations in the ERP. As a result, the violations alleged in Count 55 through 57 of this Complaint are characterized as Circumstance Level 2 violations for purposes of calculating an appropriate penalty.

- e) 40 C.F.R. § 745.113(a)(2) violations (Counts 58-60): Violations of the disclosure requirements set at 40 C.F.R. § 745.113(a)(2) are deemed to represent a “medium” level of impairment to a lessee’s ability to assess the information required to be disclosed and are characterized as Circumstance Level 3 violations in the ERP. As a result, the violations alleged in Counts 58 through 60 of this Complaint are characterized as Circumstance Level 3 violations for purposes of calculating an appropriate penalty.
- f) 40 C.F.R. § 745.113(a)(4) violations (Counts 61-63): Violations of the requirements set forth at 40 C.F.R. § 745.113(b)(4) are deemed to represent a “medium” level of impairment to a lessee’s ability to assess the information required to be disclosed and are characterized as Circumstance Level 4 violations in the ERP. As a result, the violations alleged in Counts 61 through 63 of this Complaint are characterized as Circumstance Level 4 violations for purposes of calculating an appropriate penalty.

B. Extent Levels:

Failure to provide lead-based paint disclosures and/or certifications to lessees where no children or pregnant women live in the target housing is considered a “Minor Extent” violation under the ERP. However, failure to provide lead-based paint disclosures and/or certifications to lessees where children or pregnant women live in the target housing is considered a “Major Extent” violation under the ERP. As of the date of this Complaint, EPA has not determined that children under the age of six resided in the Target Housing described herein. Accordingly, the Disclosure Rule violations

associated with the Lease Transactions #1 through 18, and Purchase Transaction #19 through 21 are all "Minor Extent" violations.

2. Summary of Penalty Calculation

<u>Counts</u>	<u>Violations</u>	<u>Circumstance/Extent</u>
1- 18	113(b)(1)	Level 2, Minor Extent
19-36	113(b)(2)	Level 3, Minor Extent
37-54	113(b)(4)	Level 4, Minor Extent
55-57	113(a)(1)	Level 2, Minor Extent
58-60	113(a)(2)	Level 3, Minor Extent
60-63	113(a)(4)	Level 4, Minor Extent

EPA will consider, among other factors, Respondents' ability to pay the proposed civil penalty assessed in this Complaint. With respect to Respondents' ability to pay the proposed penalty, it is each Respondent's responsibility to provide to Complainant financial information to support and establish a claim by each Respondent of an inability to pay the proposed penalty. To the extent that facts or circumstances, including, but not limited to, additional information concerning each Respondent's ability to pay the proposed penalty that were unknown to Complainant at the time of the issuance of the Complaint become known to Complainant after issuance of the Complaint, such facts and circumstances may be considered as a basis for adjusting the civil penalty proposed in this Complaint.

NOTICE AND OPPORTUNITY TO REQUEST A HEARING

Respondents have the right to request a hearing to contest any matter of law or material fact set forth in this Complaint or the appropriateness of the proposed penalty. To request a hearing, Respondents must file a written Answer to the Complaint, within thirty (30) days of receipt of this Complaint, with:

Regional Hearing Clerk (3RC00)
EPA Region III
1650 Arch Street
Philadelphia, PA 19103-2029

The Answer should clearly and directly admit, deny, or explain each of the factual allegations contained in this Complaint of which Respondents have any knowledge. Where Respondents have no knowledge of the facts contained in an allegation, the Answer should so state. The Answer should contain: (1) the circumstances or arguments which are alleged to constitute the grounds of any defense; (2) the facts which Respondents dispute; (3) the basis for opposing any proposed relief; and (4) a statement of whether a hearing is requested. All material facts not denied in the Answer will be considered admitted.

If a Respondent fails to file a written Answer within thirty (30) days of receipt of this Complaint, such failure shall constitute an admission of all facts alleged in this Complaint and a waiver of such Respondent's right to contest such factual allegations. Failure to file a written Answer may result in the filing of a Motion for a Default Order and the possible issuance of a Default Order imposing the penalties proposed herein without further proceedings.

Any hearing requested by Respondents will be held at a location to be determined at a later date pursuant to the Consolidated Rules of Practice at 40 C.F.R. § 22.21(d). The hearing will be conducted in accordance with the provisions of the Consolidated Rules of Practice.

A copy of Respondents' Answer and all other documents that Respondents file in this action should be sent to the attorney assigned to represent Complainant in this case, Louis F. Ramalho, Senior Assistant Regional Counsel, at:

Office of Regional Counsel (3RC50)
U.S. EPA Region III

1650 Arch Street
Philadelphia, PA 19103-2029.

SETTLEMENT CONFERENCE

Complainant encourages settlement of this proceeding at any time after issuance of the Complaint if such settlement is consistent with the provisions and objectives of TSCA and the RLBPHRA. Whether or not a hearing is requested, Respondents may request a settlement conference with the Complainant to discuss the allegations of the Complaint, and the amount of the proposed civil penalty. However, a request for a settlement conference does not relieve Respondents of their responsibility to file a timely Answer to the Complaint. The procedures in the Consolidated Rules of Practice for quick resolution of a proceeding do not apply in this case because a specific penalty is not proposed. *See* 40 C.F.R. § 22.18(a).

In the event settlement is reached, its terms shall be expressed in a written Consent Agreement prepared by Complainant, signed by the parties, and incorporated into a Final Order signed by the Regional Administrator or his designee. The execution of such a Consent Agreement shall constitute a waiver of each settling Respondent's right to contest the allegations of the Complaint or to appeal the Final Order accompanying the Consent Agreement.

If Respondents wish to arrange a settlement conference, Respondents or Respondents' legal counsel should contact Mr. Ramalho at (215) 814-2681 prior to the expiration of the thirty (30) day period following the receipt of this Complaint. Once again, however, such a request for a settlement conference does not relieve either Respondent of its/her responsibility to file an Answer within thirty (30) days following such Respondent's receipt of this Complaint.

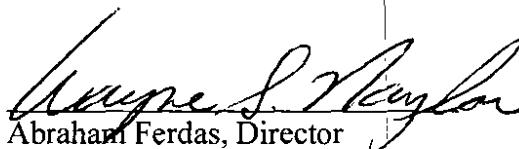
SEPARATION OF FUNCTIONS AND EX PARTE COMMUNICATIONS

The following Agency offices, and the staffs thereof, are designated as the trial staff to represent the Agency as a party in this case: the Region III Office of Regional Counsel; the Region III Land and Chemicals Division; the Office of the EPA Assistant Administrator for Pesticides and Toxic Substances; and the EPA Assistant Administrator for Enforcement and Compliance Assurance. Commencing from the date of the issuance of this Complaint until issuance of a final Agency decision in this case, neither the Administrator, members of the Environmental Appeals Board, Presiding Officer, Regional Administrator, nor the Regional Judicial Officer, may have an ex parte (unilateral) communication with the trial staff on the merits of any issue involved in this proceeding. Please be advised that the Consolidated Rules of Practice prohibit any ex parte discussion of the merits of a case between either party to this proceeding and the Administrator, members of the Environmental Appeals Board, Presiding Officer, Judicial Officer, Regional Administrator, Regional Judicial Officer, Administrative Law Judge, or any person likely to advise these officials in the decision of the case, after the Complaint is issued.

12/16/10

Date

for



Abraham Ferdas, Director
Land and Chemicals Division

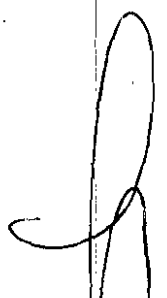
CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on the date listed below, the original of the foregoing Administrative Complaint and Notice of Opportunity for Hearing, Docket No. TSCA-03-2011-0029 was filed with the Regional Hearing Clerk, U.S. EPA - Region III, 1650 Arch Street, Philadelphia, Pennsylvania, 19103-2029, and that a true and correct copy was sent to the following party:

Amocetia Beckford
Beckford Rentals, Inc.
240 South 6th Street
Reading, PA 19602

Dominic A. DeCecco, Esq.
Hartman Shurr
1100 Berkshire Blvd., P.O. Box 5828
Wyomissing, PA 19610

12/20/10
Date



Louis F. Ramalho
Sr. Assistant Regional Counsel
U.S. EPA - Region III
1650 Arch Street
Philadelphia, PA 19103-2029