

EPA ENFORCEMENT ACCOUNTS RECEIVABLE CONTROL NUMBER FORM

TO BE FILLED OUT BY ORIGINATING OFFICE:

(Attach a copy of the final order and transmittal letter to Defendant/Respondent)

This form was originated by: JEFFREY S. NAET
Name of Contact person

9/15/09
Date

in the REGION 3, REGIONAL COUNSEL
Office

at (215) 814-2652
Phone number

Non-SF Jud. Order/Consent
Decree. DOJ COLLECTS

Administrative Order/
Consent Agreement
FMD COLLECTS PAYMENT

SF Jud. Order/Consent
Decree. FMD COLLECTS

This is an original debt

This is a modification

Name of Person and/or Company/Municipality making the payment

EARL G. WEAN, JR & JOAN F. WEAN

The Total Dollar Amount of Receivable \$ 9,000.00

(If in installments, attach schedule of amounts and respective due dates)

The Case Docket Number (TSCA)-03-2009-0282

The Site-Specific Superfund Acct. Number N/A

The Designated Regional HQ Program Office TOXICS PROGRAMS BRANCH

TO BE FILLED OUT BY LOCAL FINANCIAL MANAGEMENT OFFICE:

The IFMS Accounts Receivable Control Number _____

If you have any questions call:

Name of Contact

Date

in the Financial Management Office, phone number: _____

JUDICIAL ORDERS: Copies of this form with an attached copy of the front page of the final judicial order should be mailed to:

1. U.S. Environmental Protection Agency
Cincinnati Finance Center
26 W. Martin Luther King Drive (MS-002)
Cincinnati, OH 45268

2. Originating Office (ORC)
3. Designated Program Office

Attn: Lori Weidner

ADMINISTRATIVE ORDERS: Copies of this form with an attached copy of the front page of the administrative order should be sent to:

1. Originating Office
3. Regional Hearing Clerk

2. Designated Program Office
3. Regional Counsel



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029

Mr. Earl G. Wean, Jr.
Mrs. Joan F. Wean
182 New Way Drive
Shepherdstown, WV 25443

Re: In the Matter of Mr. Earl G. Wean, Jr. & Mrs. Joan F. Wean
Docket No. TSCA-03-2009-0282

Dear Mr. and Mrs. Wean:

Enclosed is the Consent Agreement/Final Order ("CAFO") filed in the above named action pursuant to Sections 409 and 16(a) of the Toxic Substances Control Act ("TSCA"), 15 U.S.C. §§ 2689 and 2615(a), the federal regulations set forth at 40 C.F.R. Part 745, and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation, Termination or Suspension of Permits ("Consolidated Rules of Practice"), 40 C.F.R. Part 22 (with specific reference to 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3)).

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 for Small Businesses" 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.

Thank you very much for your cooperation in concluding this manner in a timely fashion.

Sincerely,


Jeffrey S. Nast
Sr. Asst. Regional Counsel

cc: Braun A. Hamstead, Esq.



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UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029

SUBJECT: In the Matter of Mr. Earl G. Wean and Mrs. Joan F. Wean
Wean
Re: Consent Agreement /Final Order
(TSCA-03-2009-0282) **DATE:** 09/15/2009

FROM: Abraham Ferdas, Director 
Land and Chemicals Division (3LC00)

Judith M. Katz 
Acting Regional Counsel (3RC00)

TO: Renée Sarajian (3RC00)
Regional Judicial Officer

SEP 28 PM 2:08

The attached Consent Agreement and Final Order (“CAFO”) will simultaneously initiate and resolve an administrative enforcement action pursuant to Section 16(a) of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. § 2615(a), and 40 C.F.R. §§ 22.13(b) and 22.18(b). The CAFO resolves claims arising from alleged violations of TSCA Sections 409 and 16(a) by Respondents Earl G. and Joan F. Wean, as set forth in the Consent Agreement.

The terms of the settlement include payment of a civil penalty of \$9,000.00, calculated in accordance with the statutory factors of TSCA Section 16(a), 15 U.S.C. § 2615(a) and EPA’s December 2007 *Section 1018 Disclosure Rule Enforcement Response Policy*.

We concur with the terms of the attached Consent Agreement and we recommend that you sign the Final Order.

cc: Braun A. Hamstead, Esq.



**BEFORE THE UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION III**

In the Matter of:	:	
	:	
Earl G. Wean, Jr.	:	
Joan F. Wean	:	Docket No. TSCA-03-2009-0282
182 New Way Drive	:	
Shepherdstown, WV 25443	:	
	:	Proceeding under Sections 409 and 16(a)
Respondents,	:	of the Toxic Substances Control Act,
	:	15 U.S.C. §§ 2689 and 2615(a)
626 S. George Street	:	
Charles Town, West Virginia	:	
	:	
Target Housing.	:	

CONSENT AGREEMENT

I. Preliminary Statement

1. This Consent Agreement is entered into by the Director of the Land and Chemicals Division, U. S. Environmental Protection Agency, Region III (“Complainant” or “EPA” or “Agency”) and Earl G. Wean, Jr. and Joan F. Wean (“Respondents”), pursuant to Sections 409 and 16(a) of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. §§ 2689 and 2615(a), the federal regulations set forth at 40 C.F.R. Part 745, and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation, Termination or Suspension of Permits (“Consolidated Rules of Practice”), 40 C.F.R. Part 22 (with specific reference to 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3)).
2. The violations cited herein pertain to the Respondents’ alleged failure, as owners and lessors of certain housing, to comply with requirements of 40 C.F.R. Part 745, Subpart F, Section 1018(b)(5) of the Residential Lead-Based Paint Hazard Reduction Act (“RLBPHRA”), 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689, in relation to one (1) written lease agreement (hereinafter “Lease Agreement”) associated with housing located at the 626 George Street, Charles Town, West Virginia 25425 on September 1, 2004.
3. In accordance with 40 C.F.R. § 22.13(b) and .18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant hereby simultaneously commences and resolves, as part of the settlement set forth herein, EPA’s civil claims alleged in Section III (“Findings of Fact and Conclusions of Law”) of this Consent Agreement.

II. Jurisdiction

4. The U.S. Environmental Protection Agency and the Office of Administrative Law Judges

of the EPA 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 Title X 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 of the *Consolidated Rules of Practice*.

III. General Provisions

5. For purposes of this proceeding, Respondents admit the jurisdictional allegations set forth in this Consent Agreement and the attached Final Order, hereinafter collectively referred to as the “CAFO”.
6. Respondents neither admit nor deny the factual allegations and legal conclusions set forth in this Consent Agreement.
7. Respondents agree not to contest the jurisdiction of EPA with respect to the execution of this Consent Agreement, the issuance of the attached Final Order, or the enforcement of this CAFO.
8. For purposes of this proceeding only, Respondents hereby expressly waive any right to contest any issue of law or fact set forth in this Consent Agreement and any right to appeal the accompanying Final Order.
9. Respondents consent to the issuance of this CAFO and agree to comply with its terms and conditions.
10. Each Party to this Consent Agreement shall bear its own costs and attorney’s fees.

IV. Findings of Fact and Conclusions of Law

11. In accordance with 40 C.F.R. § 22.13(b) and .18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant alleges and adopts the Findings of Fact and Conclusions of Law set forth immediately below.
12. Pursuant to RLBPHRA Section 1004(27), 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.”
13. Pursuant to RLBPHRA Section 1004(23), 42 U.S.C. § 4851b(23), TSCA Section 401(14), 15 U.S.C. § 2681(14), and 40 C.F.R. § 745.103, the term “residential dwelling” means either a single family dwelling, including attached structures such as porches and stoops, or 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.

14. Respondents are and, at all times relevant to the violations alleged in this Consent Agreement, were the “owners” and “lessors” of the following “residential dwelling”, as those terms are defined at 40 C.F.R. § 745.103, located at 626 South George Street, Charles Town, West Virginia 25425.
15. The “residential dwelling” referred to above was constructed prior to 1978 and is “target housing” as that term is defined at 40 C.F.R. § 745.103. Such residential dwelling is hereinafter referred as the “Target Housing.”
16. 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.”
17. On or about September 1, 2004, Respondents entered into a written contract (“Lease Agreement”) with lessees (hereinafter referred to as the “Lessees”) to lease the Target Housing.
18. The Lease Agreement, above, was not:
 1. a “[s]ale[] of target housing at foreclosure,” as provided at 40 C.F.R. § 745.101(a);
 2. a “[l]ease[] of target housing . . . found to be lead-based paint free by an inspector certified under the Federal certification program or under a federally accredited State or tribal certification program,” as provided at 40 C.F.R. § 745.101(b);
 3. 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); or
 4. a “[r]enewal[] of [an] existing lease[] . . . in which the lessor has previously disclosed all information required under § 745.107 and where no new information described in § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).
19. Lessees moved into, and resided at, the Target Housing which was the subject of the Lease Agreement during the term of the Lease Agreement.
20. At the time that the Lease Agreement for the Target Housing was executed, and at all times relevant to the violations alleged herein, the Lessees were “lessees” of the Target Housing, as those terms are defined in 40 C.F.R. § 745.103.

Count I

21. The allegations contained in Paragraphs 1 through 20 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
22. Pursuant to 40 C.F.R. § 745.113(b)(1), the lessor is required to include, either as an attachment to or within the contract to lease entered into with a lessee for target housing, a Lead Warning Statement in accordance with language provided therein.
23. The Lease Agreement did not include, as an attachment to or within such contract, a Lead

Warning Statement containing the language set forth in, and required by, 40 C.F.R. § 745.113(b)(1).

24. Pursuant to 40 C.F.R. § 745.118(e), Respondents' failure to comply with 40 C.F.R. § 745.113(b)(1) by not including, either as an attachment to or within the Lease Agreement, a Lead Warning Statement, constitutes a violation of 40 C.F.R. § 745.113(b)(1), RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5), and TSCA Section 409, 15 U.S.C. § 2689.

Count II

25. The allegations contained in Paragraphs 1 through 24 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
26. Pursuant to 40 C.F.R. § 745.113(b)(2), the lessor is required to include, either as an attachment to or within the contract to lease entered into with a lessee for target housing, a statement disclosing the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or lessor's lack of knowledge of such presence.
27. The Lease Agreement did not include, as an attachment to or within such contract, a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing or a statement indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards in the Target Housing.
28. Pursuant to 40 C.F.R. § 745.118(e), Respondents' failure to comply with 40 C.F.R. § 745.113(b)(2) by not including, either as an attachment to or within the Lease Agreement, a statement disclosing the presence of lead-based paint and/or lead-based paint hazards in the Target Housing which was the subject of such lease, or Respondents' lack of knowledge of such presence, constitutes a violation of 40 C.F.R. § 745.113(b)(2), RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5), and TSCA Section 409, 15 U.S.C. § 2689.

Count III

29. The allegations contained in Paragraphs 1 through 28, above, of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
30. Pursuant to 40 C.F.R. § 745.113(b)(4), 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 paragraphs (b)(2) and (b)(3) of 40 C.F.R. § 745.113 and the lead hazard information pamphlet required under 15 U.S.C. § 2686.
31. The Lease Agreement did not include, as an attachment to or within such contract, a statement by the Target Housing Lessees affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3), and of the lead hazard information pamphlet required under 15 U.S.C. § 2686, as required by 40 C.F.R. § 745.113(b)(4).

32. The failure of the Respondents to include as an attachment to, or within, the Lease Agreement, a statement by the Lessees, affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3), and of the lead hazard information pamphlet required under 15 U.S.C. § 2686, respectively, constitutes a violation of 40 C.F.R. § 745.113(b)(4), TSCA Section 409, 15 U.S.C. § 2689, and RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5).

V. Civil Penalty

33. In settlement of EPA's claims for civil penalties assessable for the violations alleged in this Consent Agreement, Respondents consent to the joint and several assessment of a civil penalty in the amount of **Nine Thousand Dollars** (\$9,000.00), which Respondents shall be liable to pay, jointly and severally, in accordance with the terms set forth below. Such civil penalty amount shall become due and payable immediately upon Respondents' receipt of a true and correct copy of this CAFO.
34. The Parties represent that the settlement terms are reasonable and are based upon EPA's consideration of a number of factors, including the penalty criteria set forth in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), *i.e.*, the nature, circumstances, extent and gravity of the violations, and with respect to the Respondents, 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. These factors were applied to the particular facts and circumstances of this case with specific reference to EPA's *Section 1018 — Disclosure Rule Enforcement Response and Penalty Policy* ("December 2007 ERPP"). EPA also has considered the *Adjustment of Civil Monetary Penalties for Inflation*, as set forth in 40 C.F.R. Part 19, and the September 21, 2004 memorandum by Acting EPA Assistant Administrator Thomas V. Skinner entitled, *Modifications to EPA Penalty Policies to Implement the Civil Monetary Penalty Inflation Adjustment Rule* ("2004 Skinner Memorandum"). Pursuant to 40 C.F.R. Part 19, penalties for Disclosure Rule violations occurring after January 30, 1997 were increased by 10% to account for inflation, thereby adjusting the statutory maximum penalty to \$11,000. While the statutory maximum penalty for Disclosure Rule violations remains at \$11,000, 40 C.F.R. Part 19 and the 2004 Skinner Memorandum provide that penalties for Disclosure Rule violations occurring after March 15, 2004, are to be increased by an additional 17.23% to account for subsequent inflation, not to exceed the aforementioned \$11,000 limitation. The December 2007 ERPP recognizes and incorporates the above penalty inflation adjustment requirements in its penalty calculation methodology, guidance and appended matrices.
35. Payment of the civil penalty amount assessed in paragraph 33, above, shall be made by either cashier's check, certified check, or electronic wire transfer, in the following manner:
- A. All payments by Respondents shall reference Respondents' name and address, and the Docket Number of this action, *i.e.*, TSCA-03-2009-0282;

- B. All checks shall be made payable to “**United States Treasury**”;
- C. All payments made by check and sent by regular mail shall be addressed to:

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

Contact: Eric Volck 513-487-2105

- D. All payments made by check and sent by overnight delivery service shall be addressed for delivery to:

U.S. Bank
Government Lockbox 979077
U.S. EPA, Fines & Penalties
1005 Convention Plaza
Mail Station SL-MO-C2-GL
St. Louis, MO 63101

Contact: 314-418-1028

- E. All payments made by check in any currency drawn on banks with no USA branches shall be addressed for delivery to:

Cincinnati Finance
US EPA, MS-NWD
26 W. M.L. King Drive
Cincinnati, OH 45268-0001

- F. All payments made by electronic wire transfer shall be directed to:

Federal Reserve Bank of New York
ABA = 021030004
Account No. = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, NY 10045

Field Tag 4200 of the Fedwire message should read:
“D 68010727 Environmental Protection Agency”

- G. All electronic payments made through the Automated Clearinghouse (ACH), also known as Remittance Express (REX), shall be directed to:

US Treasury REX / Cashlink ACH Receiver
ABA = 051036706
Account No.: 310006, Environmental Protection Agency
CTX Format Transaction Code 22 - Checking

Physical location of U.S. Treasury facility:
5700 Rivertech Court
Riverdale, MD 20737
Contact: Jesse White 301-887-6548 or REX, 1-866-234-5681

H. On-Line Payment Option:

WWW.PAY.GOV/PAYGOV

Enter sfo 1.1 in the search field. Open and complete the form.

I. Additional payment guidance is available at:

http://www.epa.gov/ocfo/finservices/make_a_payment.htm

J. Payment by Respondents shall reference Respondents name and address, and the EPA Docket Number of this CAFO. A copy of Respondents' check or a copy of Respondents' electronic fund transfer shall be sent simultaneously to:

Jeffrey S. Nast
Senior Assistant Regional Counsel
U.S. Environmental Protection Agency
Region III (Mail Code 3RC30)
1650 Arch Street
Philadelphia, PA 19103-2029;

and

Ms. Lydia Guy
Regional Hearing Clerk
U.S. Environmental Protection Agency
Region III (Mail Code 3RC00)
1650 Arch Street
Philadelphia, PA 19103-2029.

36. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, EPA is entitled to assess interest and late payment penalties on outstanding debts owed to the United States and a charge to cover the costs of processing and handling a delinquent claim, as more fully described below. Accordingly, Respondents' failure to make timely payment or to comply with the conditions in this Consent Agreement and Final Order shall result in the assessment of

late payment charges including interest, penalties, and/or administrative costs of handling delinquent debts.

37. Interest on the civil penalty assessed in this CAFO will begin to accrue on the date that a copy of this CAFO is mailed or hand-delivered to the Respondents. However, EPA will not seek to recover interest on any amount of the civil penalty that is paid within thirty (30) calendar days after the date on which such interest begins to accrue. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 40 C.F.R. §13.11(a).
38. The costs of EPA's administrative handling of overdue debts is charged and assessed monthly throughout the period the debt is overdue. 40 C.F.R. §13.11(b). Pursuant to Appendix 2 of EPA's *Resources Management Directives - Cash Management*, Chapter 9, EPA will assess a \$15.00 administrative handling charge for administrative costs on unpaid penalties for the first thirty (30) day period after the payment is due and an additional \$15.00 for each subsequent thirty (30) days the penalty remains unpaid.
39. A penalty charge of six (6) percent per year will be assessed monthly on any portion of the civil penalty which remains delinquent more than ninety (90) calendar days. 40 C.F.R. §13.11(c). Should assessment of the penalty charge on the debt be required, it shall accrue from the first day payment is delinquent. 31 C.F.R. § 901.9(d).
40. Respondents agree not to deduct for federal tax purposes the civil penalty specified in this Consent Agreement and the accompanying Final Order.

VI. Effect of Settlement

41. The settlement set forth in this CAFO shall constitute full and final satisfaction of all civil claims for penalties which Complainant may have under TSCA and/or the RLBPHRA for the specific violations alleged in Section IV ("Findings of Fact and Conclusions of Law"), above. Compliance with this CAFO shall not be a defense to any action commenced at any time for any other violation of the federal laws and regulations administered by EPA.

VII. Other Applicable Laws

42. Nothing in this CAFO shall relieve Respondents of their obligation to comply with all applicable federal, state, and local laws and regulations.

VIII. Certification of Compliance

43. Each Respondent certifies to Complainant, upon investigation, to the best of his/her/its knowledge and belief, that such Respondent, as an "owner" and/or "lessor" of the aforementioned Target Housing, is currently in compliance with the provisions of TSCA, the RLBPHRA and 40 C.F.R. Part 745, Subpart F, that are referenced in this Consent Agreement.

IX. Reservation of Rights

44. This Consent Agreement and the accompanying Final Order resolve only EPA's claims for civil monetary penalties for the specific violations alleged in Section IV ("Findings of Fact and Conclusions of Law") herein. EPA reserves the right to commence action against any person, including Respondents, in response to any condition which EPA determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment. In addition, this settlement is subject to all limitations on the scope of resolution and to the reservation of rights set forth in Section 22.18(c) of the Consolidated Rules of Practice. Further, EPA reserves any rights and remedies available to it under TSCA, the RLBPHRA, the regulations promulgated thereunder, and any other federal laws or regulations for which EPA has jurisdiction, to enforce the provisions of this CA/FO, following its filing with the EPA Regional Hearing Clerk.

X. Parties Bound

45. This Consent Agreement and the accompanying Final Order shall apply to and be binding upon the EPA and the Respondents.

XI. Effective Date

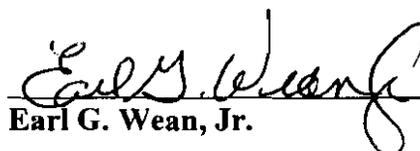
46. The effective date of this Consent Agreement and the accompanying Final Order is the date on which the Final Order, signed by the Regional Administrator of EPA Region III, or his designee, the Regional Judicial Officer, is filed with the EPA Regional Hearing Clerk pursuant to the Consolidated Rules of Practice.

XII. Entire Agreement

47. This Consent Agreement and the accompanying Final Order constitute the entire agreement and understanding of the parties regarding settlement of all claims pertaining to the specific violations alleged herein and there are no representations, warranties, covenants, terms, or conditions agreed upon between the parties other than those expressed in this CA/FO.

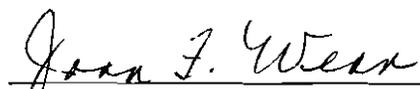
Respondents, Earl G. Wean, Jr. and Joan F. Wean:

Date: 9-9-09



Earl G. Wean, Jr.

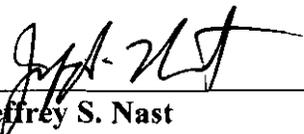
Date: 9-9-09



Joan F. Wean

For Complainant:

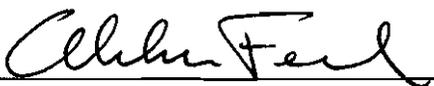
Date: 9/16/09



Jeffrey S. Nast
Sr. Asst. Regional Counsel
U.S. EPA Region III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029

Accordingly, I hereby recommend that the Regional Administrator, or his designee, the Regional Judicial Officer, issue the attached Final Order.

Date: 9/21/09



Abraham Ferdas
Director
Land and Chemicals Division
U.S. EPA Region III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029

**BEFORE THE UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, PA 19103-2029**

In the Matter of:	:	
	:	
Earl G. Wean, Jr.	:	
Joan F. Wean	:	Docket No. TSCA-03-2009-0282
182 New Way Drive	:	
Shepherdstown, WV 25443	:	FINAL ORDER
	:	
Respondents,	:	Proceeding under Sections 409 and 16(a)
	:	of the Toxic Substances Control Act,
	:	15 U.S.C. §§ 2689 and 2615(a)
	:	
626 S. George Street	:	
Charles Town, West Virginia	:	
	:	
Target Housing.	:	

FINAL ORDER

Complainant, the Director of the Land and Chemicals Division, U.S. Environmental Protection Agency - Region III, and the above-captioned Respondents have executed a document entitled "Consent Agreement," which I hereby ratify as a Consent Agreement in accordance with the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits ("Consolidated Rules of Practice"), 40 C.F.R. Part 22. The terms of the foregoing Consent Agreement are accepted by the undersigned and incorporated herein as if set forth at length.

WHEREFORE, Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 ("RLBPHRA"), 42 U.S.C. §§ 4851 *et seq.*, and 40 C.F.R. Part 745, Subpart F, authorize the assessment of a civil penalty under Section 16 of the Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2615, for violations of RLBPHRA, and having determined, based on the representations of the parties to the attached Consent Agreement, that the agreed-upon Nine Thousand Dollar (\$9,000.00) civil penalty was based upon consideration of the factors set forth in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), **IT IS HEREBY ORDERED** that Respondents pay a civil penalty of Nine Thousand Dollars (\$9,000.00) in accordance with the

payment provisions set forth in the attached Consent Agreement.

The effective date of the foregoing Consent Agreement and this **FINAL ORDER** is the date on which this **FINAL ORDER** is filed with the EPA Regional Hearing Clerk.

Date: 9/28/09


Renée Sarajian
Regional Judicial Officer
U.S. EPA - Region III

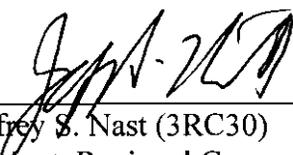
In re: Weans

CERTIFICATE OF SERVICE

I hereby certify that the original and one copy of the Consent Agreement/Final Order, Docket No. TSCA-03-2009-0282, and associated enclosures, have been hand delivered and filed with the EPA Region III Regional Hearing Clerk on the date below, and that copies of the same were sent via Federal Express Overnight to the following:

Braun A. Hamstead, Esq.
Hamstead & Associates, L.C.
1802 W. King Street
Martinsburg, WV 25401

9/28/09
Date



Jeffrey S. Nast (3RC30)
Sr. Asst. Regional Counsel
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