

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

<b>In the Matter of:</b>	:	
	:	
<b>Terry Mantle</b>	:	<b>Docket No. TSCA-03-2018-0142</b>
<b>Dolores Mantle</b>	:	
<b>320 South Main Street</b>	:	
<b>Jersey Shore, PA 17740</b>	:	
	:	<b>U.S. EPA-REGION 3-RHC</b>
	:	<b>FILED-20SEP2018pm2:43</b>
<b>Respondents,</b>	:	
	:	
<b>119 ½ N. Broad Street</b>	:	<b><u>CONSENT AGREEMENT</u></b>
<b>Jersey Shore, PA 17740</b>	:	
	:	
<b>409 S. Main Street, 1<sup>st</sup> Fl.</b>	:	
<b>Jersey Shore, PA 17740</b>	:	
	:	
<b>Target Housing.</b>	:	

**CONSENT AGREEMENT**

**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 Terry Mantle and Dolores Mantle, husband and wife (collectively “Respondents”), pursuant to Sections 16(a) and 409 of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. §§ 2615(a) and 2689, the federal regulations set forth at 40 C.F.R. Part 745, Subpart F, 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 a seller and/or as a lessor 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.
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 the “Findings of Fact and Conclusions of Law” of this Consent Agreement.

### **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.

### **General Provisions**

5. For purposes of this proceeding, Respondents admit to the jurisdictional allegations set forth in this Consent Agreement and the attached Final Order, hereinafter collectively referred to as the "CAFO".
6. Except as provided in Paragraph 5 of this Consent Agreement, for purposes of this proceeding, 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 their own costs and attorney's fees.
11. Respondents shall not deduct for civil taxation purposes the civil penalty specified in this CAFO.

### **Findings of Fact and Conclusions of Law**

12. Terry Mantle and Dolores Mantle, husband and wife (collectively hereinafter "Respondents") are individuals residing at 320 Jersey Shore, PA 17740.
13. At all times relevant to the violations in this CAFO, Respondents were the "sellers" and/or the "lessors", as these terms are defined in 40 C.F.R. § 745.103, of the residential real properties located at 119 ½ N. Broad Street, Jersey Shore, PA, and 409 S. Main Street, Jersey Shore, PA (collectively hereinafter referred to as "Target Housing").
14. The Target Housing was constructed prior to 1978.

15. 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.
16. 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. 119 ½ N. Broad Street, Jersey Shore, PA (Lease Transaction #1)**

17. Respondents, Terry Mantle and Dolores Mantle, jointly, entered into a written contract, dated March 27, 2014 (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 119 ½ N. Broad Street, Jersey Shore, PA for an initial term commencing on September 1, 2014 and until August 31, 2015.
18. 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).
19. 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).
20. Lease Transaction #1 was not a “[r]enewal of [an] existing lease . . . in which the lessor had 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. 409 S. Main Street, 1<sup>st</sup> Fl., Jersey Shore, PA (Lease Transaction #2)**

21. Respondents, Terry Mantle and Dolores Mantle, jointly, entered into a written contract, dated March 28, 2015 (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 409 S. Main Street, 1<sup>st</sup> Fl., Jersey Shore, PA for an initial term commencing on March 1, 2015 and until on March 31, 2015, with automatic monthly renewals thereafter.
22. 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).
23. 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).

24. Lease Transaction #2 was not a “[r]enewal of [an] existing lease . . . in which the lessors had 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 lessors,” as provided at 40 C.F.R. § 745.101(d).

**C. 119 ½ N. Broad Street, Jersey Shore, PA (Lease Transaction #3)**

25. Respondents, Terry Mantle and Dolores Mantle, jointly, entered into a written contract, dated August 1, 2015 (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 119 ½ N. Broad Street, Jersey Shore, PA for an initial term commencing on August 1, 2015 and until on August 31, 2015, with automatic monthly renewals thereafter.
26. 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).
27. 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).
28. Lease Transaction #3 was not a “[r]enewal of [an] existing lease . . . in which the lessor had 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).

**Violations**

**Counts 1-3**

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

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. 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.”
31. Respondent, Terry Mantle and Dolores Mantle, jointly, 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 3 described in Paragraphs 17 through 28, above.

32. 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 3, described in Paragraphs 17 through 28, 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.

#### **Counts 4-6**

##### Violations of 40 C.F.R. § 745.113(b)(2)

33. The allegations contained in Paragraphs 1 through 32, above, of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
34. 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.
35. Respondents, Terry Mantle and Dolores Mantle, jointly, 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 3 described in Paragraphs 17 through 28, above, as required by 40 C.F.R. § 745.113(b)(2).
36. 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 3 described in Paragraphs 17 through 28, 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.

#### **Counts 7-9**

##### Violations of 40 C.F.R. § 745.113(b)(4)

37. The allegations contained in Paragraphs 1 through 36 above, of this Consent Agreement are incorporated by reference herein as though fully set forth at length.

38. 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.
39. Respondents, Terry Mantle and Dolores Mantle, jointly, 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 3 described in Paragraphs 17 through 28, above, as required by 40 C.F.R. § 745.113(b)(4).
40. 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 3 described in Paragraphs 17 through 28, 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.

#### **Civil Penalty**

41. Respondents agree to pay the amount of Seven Hundred Dollars (\$700.00) in satisfaction of all civil claims for penalties which Complainant may have under Section 16(a) of TSCA, 15 U.S.C. § 2615(a), for the specific violations alleged in the Consent Agreement. Such civil penalty amount shall become due and payable immediately upon Respondents' receipt of a true and correct copy of this CAFO. If Respondents pay the entire penalty of \$700.00 within thirty (30) calendar days of the date on which this CAFO is mailed or hand-delivered to Respondents, no interest will be assessed against the Respondents pursuant to 40 C.F.R. § 13.11(a)(1).
42. The aforesaid settlement amount is based upon Complainant's consideration of the factors set forth in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), which include the nature, circumstances, extent, and gravity of the violations and the violator's ability to pay, ability to continue in business, history of prior violations, and degree of culpability, and other matters as justice may require, with specific reference to EPA's *Section 1018 Disclosure Rule Final Enforcement Response Policy ("Final ERP")*, dated December 2007. Complainant has also considered the appropriate *Adjustment of Civil Monetary Penalties for Inflation*, pursuant to 40 C.F.R. Part 19, and the January 11, 2018 memorandum by EPA Assistant Administrator Susan Parker Bodine, entitled *Amendments to EPA's Civil Penalty Policies to Account for Inflation (Effective January 15, 2018)*.
43. Respondents shall pay the civil penalty set forth in Paragraph 41, above, by sending either a cashier's check, certified check, or electronic wire transfer, in the following manner:

- A. All payments by Respondents shall reference each Respondent's name and address, and the Docket Number of this action, *i.e.*, TSCA-03-2018-0142;
- 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: Craig Steffen 513-487-2091

- 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: John Schmid (202) 874-7026 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](http://www.epa.gov/ocfo/finservices/make_a_payment.htm)

A copy of Respondents' check or a copy of Respondents' electronic transfer shall be sent simultaneously to:

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

Louis F. Ramalho  
Senior Assistant Regional Counsel  
U.S. Environmental Protection Agency - Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029.

44. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, EPA is entitled to assess interest, administrative costs 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 CAFO shall result in the assessment of late payment charges including interest, penalties, and/or administrative costs of handling delinquent debts.

45. Interest on the civil penalty assessed in this CAFO will begin to accrue on the date that a true and correct copy of this CAFO is mailed or hand-delivered to 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).
46. The costs of the Agency's administrative handling of overdue debts will be charged and assessed monthly throughout the period a 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.
47. A late payment penalty of six percent (6%) per year will be assessed monthly on any portion of the civil penalty that remains delinquent more than ninety (90) calendar days. 40 C.F.R. § 13.11(c). The late payment penalty on any portion of the civil penalty that remains delinquent more than ninety days shall accrue from the first day payment is delinquent. 31 C.F.R. § 901.9(d).

#### **Notice of Action to the Commonwealth of Pennsylvania**

48. EPA has given the Commonwealth of Pennsylvania prior notice of the issuance of this CAFO.

#### **Effect of Settlement**

49. 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 the "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.

#### **Other Applicable Laws**

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

#### **Certification of Compliance**

51. Each Respondent certifies to Complainant, upon investigation, to the best of their knowledge and belief, that it is currently in compliance with the provisions of TSCA, the RLBPHRA and 40 C.F.R. Part 745, Subpart F.

### **Reservation of Rights**

52. This Consent Agreement and the accompanying Final Order resolve only EPA's claims for civil monetary penalties for the specific violations alleged in the "Findings of Fact and Conclusions of Law" herein. EPA reserves the right to commence action against any person, including each Respondent, 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 CAFO, following its filing with the EPA Regional Hearing Clerk.
53. Complainant shall have the right to institute further actions to recover appropriate relief if Complainant obtains evidence that the information provided and/or representations made by Respondents to EPA regarding matters at issue in this CAFO are false or, in any material respect, inaccurate. Respondent is aware that the submission of false or misleading information to the United States government may subject Respondents to separate civil and/or criminal liability. Respondent reserves all available rights and defenses he may have, consistent with the terms of this CAFO, to defend himself in any such action.

### **Parties Bound**

54. This Consent Agreement and the accompanying Final Order shall apply to and be binding upon the EPA and each Respondent, and their successors and assigns. By his or her signature below, the person signing this Consent Agreement on behalf of each Respondent acknowledges that he or she is fully authorized to enter into this Consent Agreement and to legally bind each Respondent to the terms and conditions of this Consent Agreement and Final Order.

### **Effective Date**

55. 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.

**Entire Agreement**

56. 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 CAFO.

For Respondents:

Date: 8/15/18

By: Terry Mantle  
Terry Mantle

By: Dolores Mantle  
Dolores Mantle

For the United States  
Environmental Protection Agency:

Date: 9/4/18  
~~8/15/18~~

By: Louis F. Ramalho  
Louis F. Ramalho  
Sr. Assistant Regional Counsel

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

Date: 9/19/2018

By: Harry J. Dow for JAA  
John A. Armstead, Director  
Land and Chemicals Division

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

<b>In the Matter of:</b>	:	
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<b>Terry Mantle</b>	:	<b>Docket No. TSCA-03-2018-0142</b>
<b>Dolores Mantle</b>	:	
<b>320 South Main Street</b>	:	
<b>Jersey Shore, PA 17740</b>	:	
	:	<b>U.S. EPA-REGION 3-RHC</b>
	:	FILED-20SEP2018pm2:43
<b>Respondents,</b>	:	
	:	
<b>119 ½ N. Broad Street</b>	:	<b>FINAL ORDER</b>
<b>Jersey Shore, PA 17740</b>	:	
	:	
<b>409 S. Main Street, 1<sup>st</sup> Fl.</b>	:	
<b>Jersey Shore, PA 17740</b>	:	
	:	
<b>Target Housing.</b>	:	


**FINAL ORDER**

The Complainant, the Director for the Land and Chemicals Division, U.S. Environmental Protection Agency, Region III and Respondents, Terry Mantle and Dolores Mantle, jointly, 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 into this Final Order as if set forth fully herein.

**WHEREFORE**, pursuant to the authority of Section 16 of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. § 2615, for violations of the Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (“Lead Paint Disclosure Act”), 42 U.S.C. §§ 4851 *et seq.* and 40 C.F.R. Part 745, Subpart F, and having determined, based on the representations of the parties to the attached Consent Agreement, that the civil penalty agreed therein 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 Respondent pay a civil penalty of Seven Hundred Dollars (\$700.00), and comply with the terms and conditions of the attached Consent Agreement.

The effective date of this Final Order and the accompanying Consent Agreement is the date on which the CAFO is filed with the EPA Regional Hearing Clerk.

Date: Sept. 20, 2018

  
\_\_\_\_\_  
Joseph J. Lisa  
Regional Judicial Officer  
U.S. EPA - Region III

**UNITED STATES ENVIRONMENTAL PROTECTION AGENCY  
REGION III  
1650 Arch Street  
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Jersey Shore, PA 17740	:	
	:	
Target Housing.	:	

**CERTIFICATE OF SERVICE**

I certify that on SEP 20 2018, the original and one (1) copy of foregoing *Consent Agreement and Final Order*, were filed with the EPA Region III Regional Hearing Clerk. I further certify that on the date set forth below, I served a true and correct copy of the same to each of the following persons, in the manner specified below, at the following addresses:

Copy served via UPS Overnight Commercial Delivery to:

Andrea Pulizzi, Esquire  
Carpenter, Harris & Flayhart  
128 South Main Street  
P.O. Box 505  
Jersey Shore, PA 17740-1852  
[andrea@yourpalawyer.com](mailto:andrea@yourpalawyer.com)

Copy served via **Hand Delivery or Inter-Office Mail** to:

Louis F. Ramalho  
Senior Assistant Regional Counsel  
Office of Regional Counsel (3RC50)  
U.S. EPA, Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029  
(Attorney for Complainant)

Dated: SEP 20 2018

*Berwin Esposito*

Regional Hearing Clerk  
U.S. Environmental Protection Agency, Region III

TRACKING NUMBER(S): 1Z A43 F71 24 9216 2748