

**UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION III**

In the Matter of:

**Regina Bennett
1496 Coralberry Court
Jamison, Pennsylvania 18929**

RESPONDENT.

6516 North 7th St., Philadelphia, PA 19126

TARGET HOUSING.

:
:
:
: U.S. EPA Docket No.
: TSCA-03-2010-0407
:
:
: ADMINISTRATIVE
: COMPLAINT
: AND NOTICE OF
: OPPORTUNITY
: FOR A HEARING ISSUED
: PURSUANT TO SECTION 16(a)
: OF THE TOXIC SUBSTANCES
: CONTROL ACT ("TSCA"),
: 15 U.S.C. § 2615(a).
:

RECEIVED
MAY 2 17
PHILADELPHIA

This Administrative Complaint and Notice of Opportunity for a Hearing ("Complaint") is issued pursuant to the authority vested in the Administrator of the United States Environmental Protection Agency ("EPA" or the "Agency") by Section 16(a) of the Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2615(a), 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, 40 C.F.R. Part 22 ("Consolidated Rules of Practice"), a copy of which is enclosed with this Complaint. The Administrator has delegated this authority, under TSCA, to the Regional Administrators and this 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 Respondent in this action is Regina Bennett of 1496 Coralberry Court, Jamison,

Pennsylvania. By issuing this Complaint, Complainant alleges violations by Regina Bennett 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 the one written lease agreement associated with the target housing unit, described more fully in Paragraphs 19 - 38 of this Complaint.

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 “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/cm^2] or 0.5 percent by weight.
3. 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.

4. 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 particular State by EPA.
5. 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.
6. 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 nonprofit organizations, except where a mortgagee holds legal title to property serving as collateral for a mortgage loan, in which case the owner would be the mortgagor.
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 “agent” means 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.
9. 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.

10. 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 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 or more persons.
11. 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.
12. Pursuant to 40 C.F.R. § 745.107(a)(1), the lessor must provide to a lessee of target housing an EPA-approved lead hazard information pamphlet prior to the lessee being obligated under contract to lease the target housing. Such pamphlets include the EPA document entitled *Protect Your Family From Lead in Your Home* or an equivalent pamphlet that has been approved for use by EPA in the state in which the target housing is located.
13. 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."

14. 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.
15. 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, *inter alia*, a statement by the lessee affirming receipt of the lead hazard information pamphlet required under 15 U.S.C. [§ 2686].
16. The enforcement provisions of 40 C.F.R. § 745.118(e) and (f) state that:

* * *

(e) Failure or refusal to comply with [40 C.F.R.] § 745.107 (disclosure requirements for sellers and lessors), [40 C.F.R.] § 745.110 (opportunity to conduct an evaluation), [40 C.F.R.] § 745.113 (certification and acknowledgment

of disclosure) or [40 C.F.R.] § 745.115 (agent responsibilities) is a violation of [RLBPHRA Section 1018(b)(5),] 42 U.S.C. § 4852d(b)(5) and of TSCA section 409 (15 U.S.C. § 2689).

(f) Violators may be subject to civil and criminal sanctions pursuant to TSCA section 16 (15 U.S.C. § 2615) for each violation. For purposes of enforcing this subpart [40 C.F.R. Part 745, Subpart F], the penalty for each violation applicable under 15 U.S.C. § 2615 shall not be more than \$11,000 for all violations occurring after July 28, 1997. [This amount was raised to not be more than \$16,000 for violations occurring after January 12, 2009, as set forth in 40 C.F.R. Part 19.]

III. FINDINGS OF FACT AND CONCLUSIONS OF LAW

17. Regina Bennett (hereinafter “Respondent”), currently is, and has been at all times relevant to the violations set forth in this Complaint, a person residing at 1496 Coralberry Court, Jamison, Pennsylvania 18929.
18. In the lease at issue in this Complaint, the lessees were directed to send rental payments to Respondent at the following post office box address: P.O. Box 2341 Warminster, Pennsylvania, 18974. This is also the only address Respondent has provided to Complainant for correspondence purposes.
19. At all times relevant to the violations alleged in this Complaint, Respondent was an “owner” of the property, including the housing unit, located at 6516 North 7th Street, Philadelphia, Pennsylvania property, and the “lessor” with respect to the lease transaction for such property and housing unit.
20. The 6516 North 7th Street, Philadelphia, Pennsylvania property shall hereinafter be referred to as the “North 7th Street Lease Target Housing Property”.
21. At all times relevant to the violations alleged herein, the North 7th Street Lease Target Housing Property consisted of real property on which there was situated one building used as the home or residence for one or more persons.

22. At all times relevant to the violations alleged herein, the building situated on the real property located at the North 7th Street Lease Target Housing Property was housing constructed prior to 1978.
23. At all times relevant to the violations alleged herein, the building situated on the real property located at the North 7th Street Lease Target Housing Property consisted of housing that 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.
24. At all times relevant to the violations alleged herein, the building situated on the real property located at each of the North 7th Street Lease Target Housing Property contained one or more “residential dwelling(s)” 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.
25. Respondent, in its capacity as an “Owner” and “Lessor” of the target housing, entered into a written contract, dated March 5, 2008 (hereinafter referred to as “Lease Transaction #1”), with “Lessees”, as those terms are defined at 40 C.F.R. § 745.103, for the purpose of renting or leasing the target housing located at 6516 North 7th Street, Philadelphia, Pennsylvania.
26. Lease Transaction #1 was not a “[l]ease[] of target housing that ha[s] been 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).
27. 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).

28. 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).

29. At the time the Disclosure Rule violations occurred for Lease Transaction #1, as alleged in this Complaint, the Lessees subject to Lease Transaction #1 had a child under the age of six (6) who would and did live with them in the leased premises of the target housing during some or all of the term of the lease.

IV. VIOLATIONS

Count 1

(Violation of 40 C.F.R. § 745.107(a)(1) In Relation To Lease Transaction #1)

30. The allegations contained in Paragraphs 1 through 29, above, of this Complaint are incorporated by reference herein as though fully set forth at length herein.

31. Respondent, in its capacity as an “Owner” and “Lessor”, failed to provide to Lessees for Lease Transaction #1 an EPA-approved lead hazard information pamphlet prior to the Lessees being obligated under contract to lease the target housing subject to Lease Transaction #1.

32. Pursuant to 40 C.F.R. § 745.118(e), Respondent’s failure to provide the aforementioned EPA-approved lead hazard information pamphlet prior to the Lessees for Lease Transaction #1 prior to the Lessees being obligated under contract to lease the target housing subject to Lease Transaction #1, constitutes one (1) violation of RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5), and TSCA Section 409, 15 U.S.C. § 2689.

Count 2
(Violation of 40 C.F.R. § 745.113(b)(1)
In Relation To Lease Transaction #1)

33. The allegations contained in Paragraphs 1 through 32, above, of this Complaint are incorporated by reference herein as though fully set forth at length herein.
34. Respondent, in its capacity as an “Owner” and “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 lease for the target housing subject to Lease Transactions #1.
35. Pursuant to 40 C.F.R. § 745.118(e), Respondent’s failure to include the aforementioned “Lead Warning Statement,” either within or as an attachment to the lease for the target housing subject to Lease Transaction #1, constitutes one (1) violation of RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5), and TSCA Section 409, 15 U.S.C. § 2689.

Count 3
(Violation of 40 C.F.R. § 745.113(b)(2)
In Relation To Lease Transactions #1)

36. The allegations contained in Paragraphs 1 through 35, above, of this Complaint are incorporated by reference herein as though fully set forth at length herein.
37. Respondent, in its capacity as an “Owner” and “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 in such target housing, either as an attachment to, or within, the lease for the target housing subject to Lease Transaction #1, as required by 40 C.F.R. § 745.113(b)(2).
38. Pursuant to 40 C.F.R. § 745.118(e), Respondent’s 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 for the target housing subject to Lease Transaction #1, constitutes one (1) violation of RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5), and TSCA Section 409, 15 U.S.C. § 2689.

IV. PROPOSED CIVIL PENALTY

Section 1018 of the RLBPHRA, 42 U.S.C. § 4852d, and 40 C.F.R. § 745.118(f) authorize 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 for all violations occurring after July 28, 1997 and on or before January 12, 2009, and not more than \$16,000 for violations occurring after January 12, 2009, as set forth in 40 C.F.R. Part 19.

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 will take 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* (“ERP”), dated December 2007, a copy of which is enclosed with this Complaint. The ERP provides a rational,

consistent, and equitable calculation methodology for applying the statutory factors enumerated above to particular cases. The ERP represents an analysis of the statutory penalty factors enumerated above, as well as guidance on their application to particular cases. If the Complainant's civil penalty proposal is contested through the hearing process described below, Complainant is prepared to offer a statutory basis for the elements of the ERP, as well as for the amount and nature of the civil penalty proposed.

Complainant proposes the assessment, against Respondent, of a civil penalty of up to \$11,000 for each violation alleged in this Complaint. Pursuant to 40 C.F.R. § 22.14(a)(4)(ii), Complainant is not proposing a specific penalty amount 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). As a basis for calculating a specific penalty pursuant to 40 C.F.R. § 22.19(a)(4), Complainant will consider, among other factors, any facts and circumstances unknown to Complainant at the time of issuance of this Complaint that become known after the Complaint is issued including Respondent's ability to pay the proposed civil penalty assessed in this Complaint. With respect to Respondent's ability to pay the proposed penalty, it is the Respondent's responsibility to provide to Complainant financial information to support and establish a claim of an inability to pay the proposed penalty. Complainant's proposal of the assessment of a civil penalty against the Respondent 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)(ii), an explanation of the number and severity of the violations for which the assessment of a civil penalty is sought is provided below. This explanation is based upon the facts known to the Complainant at the time this Complaint is issued, Complainant's consideration of the statutory penalty factors enumerated above and the

relevant guidance provided in the ERP.

1. Explanation of Circumstance Level and Extent of Violation

A. Circumstance Levels:

- a) 40 C.F.R. § 745.107(a)(1) violation: Violations of the disclosure requirements set forth at 40 C.F.R. § 745.107(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 1 violations in the ERP. As a result, the violation alleged in Count 1 of this Complaint may be characterized as a Circumstance Level 1 violation for purposes of calculating an appropriate penalty.
- b) 40 C.F.R. § 745.113(b)(1) violation: 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 violation alleged in Count 2 of this Complaint may be characterized as a Circumstance Level 2 violation for purposes of calculating an appropriate penalty.
- c) 40 C.F.R. § 745.113(b)(2) violation: 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 violation alleged in Count 3 of this Complaint may be characterized as a Circumstance Level 3 violation for purposes of calculating an appropriate penalty.

B. Extent Levels:

- a) Minor Violations: Defined as “[p]otential for a ‘lesser’ amount of damage to human health or the environment.” Failure to provide lead-based paint disclosures and/or certifications to lessees who have no children and are not pregnant women at the time the Disclosure Rule violations occur are considered a “Minor Extent” violations under the ERP.
- b) Significant Violations: Defined as “[p]otential for ‘significant’ damage to human health or the environment.” Failure to provide lead-based paint disclosures and/or certifications to lessees of target housing in which a child six years of age or older but less than 18 years of age lives is considered a “Significant Extent” violation under the ERP.
- c) Major Violations: Defined as “[p]otential for ‘serious’ damage to human health or the environment.” Failure to provide lead-based paint disclosures and/or certifications to lessees of target housing in which a child under six years of age or pregnant woman lives is considered a “Major Extent” violation under the ERP. As alleged in this Complaint at the time the Disclosure Rule violations occurred for Lease Transaction #1, Respondent failed to provide disclosure and/or certifications to lessees subject to this lease. At the time the Disclosure Rule violations occurred,

lessees had a child under the age of six (6) who would and did reside with them during some or all of the term of the lease. Accordingly, the Disclosure Rule violations associated with this lease transaction, as alleged in Counts 1, 2 and 3, are all "Major Extent" violations.

2. Summary of Penalty Calculation by Count

<u>Counts</u>	<u>Lease Trans.</u>	<u>Violations</u>	<u>Circumstance/Extent</u>
1	1	745.107(a)(1)	Level 1, Major Extent
2	1	745.113(b)(1)	Level 2, Major Extent
3	1	745.113(b)(2)	Level 3, Major Extent

NOTICE AND OPPORTUNITY TO REQUEST A HEARING

Respondent has 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, Respondent 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 the Respondent has any knowledge. Where Respondent has 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 the Respondent disputes; (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 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 against Respondent in this Complaint and a waiver of Respondent's right to a hearing on 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 Respondent 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 Respondent's Answer and all other documents that the Respondent files in this action should be sent to the attorney assigned to represent Complainant in this case, James Heenehan, Sr. Assistant Regional Counsel, at:

Office of Regional Counsel (3RC30)
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, Respondent 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 Respondent of its responsibility to file a timely Answer to the Complaint.**

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 filing of such a Consent Agreement shall constitute a waiver of Respondent's right to contest the allegations of the Complaint and to appeal the Final Order accompanying the Consent Agreement.

If Respondent wishes to arrange a settlement conference, Respondent or Respondent's legal counsel should contact Mr. Heenehan at (215) 814-2640 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 Respondent of its responsibility to file an Answer within thirty (30) days following Respondent's receipt of this Complaint.


Please note that the Quick Resolution settlement procedures set forth in 40 C.F.R. § 22.18 do not apply to this proceeding because a specific penalty is not proposed in the Amended Complaint. See 40 C.F.R. § 22.18(a)(1).

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.

9/29/10
Date


Abraham Ferdas, Director
Land and Chemicals Division

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION III

In the Matter of:

Regina Bennett
1496 Coralberry Court
Jamison, Pennsylvania 18929

RESPONDENT.

6516 North 7th St., Philadelphia, PA 19126

TARGET HOUSING.

:
:
:
: U.S. EPA Docket No.
: TSCA-03-2010-0407
:
:
: ADMINISTRATIVE
: COMPLAINT
: AND NOTICE OF
: OPPORTUNITY
: FOR A HEARING ISSUED
: PURSUANT TO SECTION 16(a)
: OF THE TOXIC SUBSTANCES
: CONTROL ACT ("TSCA"),
: 15 U.S.C. § 2615(a).

CERTIFICATE OF SERVICE

I hereby certify that the original and one copy of the foregoing Complaint, Docket No. TSCA-03-2010-0407, and associated enclosures, have been filed with the EPA Region III Regional Hearing Clerk, and that a copy of the same were sent to Respondent as set forth below:

UPS (Signature): Regina Bennett
1496 Coralberry Court
Jamison, PA 18929

and

Regina Bennett
1206 East Mount Airy Ave.
Philadelphia, PA 19150

Certified Mail: Regina Bennett
P. O. Box 2341
Warminster, PA 18974

SEP 30 09:17
PHILA, PA

9/30/10
Date

James Heenehan
James Heenehan (3RC30)
Counsel for Complainant
U.S. Environmental Protection Agency, Region III
(215) 814-2640