

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: Natalie Katz  
Name of Contact person  
Date 9/17/09in the ORC, EPA Region III  
Office at 215-814-2615  
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

American Dental Supply, Inc.The Total Dollar Amount of Receivable \$1,680.00

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

The Case Docket Number FFRA-03-2009-0287The Site-Specific Superfund Acct. Number -The Designated Regional/HQ Program Office LCD, EPA Reg III**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<br>Cincinnati Finance Center<br>26 W. Martin Luther King Drive (MS-002)<br>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     | 2. Designated Program Office |
| 3. Regional Hearing Clerk | 3. Regional Counsel          |

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

**IN THE MATTER OF** )  
 )  
American Dental Supply, Inc. )  
1075 N. Gilmore Street )  
Allentown, PA 18109 )  
 )  
Respondent. )  
 )  
\_\_\_\_\_ )

DOCKET NO: FIFRA-03-2009-0287

CONSENT AGREEMENT

CONSENT AGREEMENT

Preliminary Statement

This Consent Agreement is entered into by the Director, Land and Chemicals Division, U.S. Environmental Protection Agency, Region III (“EPA” or “Complainant”) and by American Dental Supply, Inc. (“Respondent” or “ADS”), pursuant to Section 14(a) of the Federal Insecticide, Fungicide and Rodenticide Act, as amended, (“FIFRA”), 7 U.S.C. § 136l(a), and Sections 22.13(b) and .18(b) of 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. §§ 22.13(b) and .18(b). This Consent Agreement and the attached Final Order (hereinafter jointly referred to as the “CAFO”) resolve Complainant’s civil penalty claims against Respondent under FIFRA arising from the violations of FIFRA alleged herein.

1. For the purposes of this proceeding only, Respondent admits the jurisdictional allegations of the Consent Agreement.
2. For the purposes of this proceeding only, Respondent neither admits nor denies the specific factual allegations and conclusions of law set forth in this Consent Agreement, except as provided in Paragraph 1, above.
3. Respondent agrees 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 the CAFO.
4. For the purposes of this proceeding only, Respondent hereby expressly waives any right to contest the allegations set forth in this Consent Agreement and any right to appeal the accompanying Final Order.

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

<b>IN THE MATTER OF</b>	)	
	)	
American Dental Supply, Inc.	)	
1075 N. Gilmore Street	)	
Allentown, PA 18109	)	DOCKET NO: FIFRA-03-2009-0287
	)	
Respondent.	)	CONSENT AGREEMENT
	)	
	)	

CONSENT AGREEMENT

Preliminary Statement

This Consent Agreement is entered into by the Director, Land and Chemicals Division, U.S. Environmental Protection Agency, Region III ("EPA" or "Complainant") and by American Dental Supply, Inc. ("Respondent" or "ADS"), pursuant to Section 14(a) of the Federal Insecticide, Fungicide and Rodenticide Act, as amended, ("FIFRA"), 7 U.S.C. § 136l(a), and Sections 22.13(b) and .18(b) of 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. §§ 22.13(b) and .18(b). This Consent Agreement and the attached Final Order (hereinafter jointly referred to as the "CAFO") resolve Complainant's civil penalty claims against Respondent under FIFRA arising from the violations of FIFRA alleged herein.

1. For the purposes of this proceeding only, Respondent admits the jurisdictional allegations of the Consent Agreement.
2. For the purposes of this proceeding only, Respondent neither admits nor denies the specific factual allegations and conclusions of law set forth in this Consent Agreement, except as provided in Paragraph 1, above.
3. Respondent agrees 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 the CAFO.
4. For the purposes of this proceeding only, Respondent hereby expressly waives any right to contest the allegations set forth in this Consent Agreement and any right to appeal the accompanying Final Order.

5. Respondent consents to the issuance of this CAFO and agrees to comply with its terms.
6. Respondent shall bear its own costs and attorney's fees.

#### EPA's Allegations of Fact and Conclusions of Law

7. In accordance with the Consolidated Rules of Practice at Sections 22.13(b) and 22.18(b)(2) and (3), Complainant alleges the following findings of fact and conclusions of law:
8. Section 2(s) of FIFRA, 7 U.S.C. § 136(s), defines "person" to mean any individual, partnership, association, corporation, or any organized group of persons whether incorporated or not.
9. At all times relevant to the violations alleged herein, Respondent owned and operated a business, located at 1075 N. Gilmore Street, Allentown, Pennsylvania 18109, that retailed dental supplies.
10. Respondent is a "person," as defined in Section 2(s) of FIFRA, 7 U.S.C. § 136(s).
11. Section 2(u) of FIFRA, 7 U.S.C. § 136(u), and 40 C.F.R. § 152.3 define "pesticide," in pertinent part, to mean any substance or mixture of substances intended for preventing, destroying, repelling, or mitigating any pest or for use as a plant regulator, defoliant or desiccant, with exceptions not relevant to this case.
12. 40 C.F.R. § 152.3 defines "pesticide product," in pertinent part, to mean a pesticide in the particular form (including composition, packaging, and labeling) in which the pesticide is, or is intended to be, distributed or sold.
13. Pursuant to 40 C.F.R. § 152.15, "[a] substance is considered to be intended for a pesticidal purpose, and thus to be a pesticide requiring registration, if: (a) The person who distributes or sells the substance claims, states, or implies (by labeling or otherwise): (1) That the substance . . . can or should be used as a pesticide, . . . or (c) The person who distributes or sells the substance has actual or constructive knowledge that the substance will be used, or is intended to be used, for a pesticidal purpose."
14. Section 2(t) of FIFRA, 7 U.S.C. § 136(t), defines "pest" to mean any insect, rodent, nematode, fungus, weed, or any other form of terrestrial or aquatic plant or animal life or virus, bacteria, or other micro-organism (except viruses, bacteria, or other micro-organisms on or in living man or other living animals) which the Administrator declares to be a pest under Section 25(c)(1) of FIFRA, 7 U.S.C. § 136w(c)(1).
15. On approximately 23 occasions in 2007-2008, Respondent sold products with labels that identified them as "B-4 Hypochlorite Disinfectant" and "B-4 Disinfectant Kit."

16. At the time of the sales, Respondent advertised the “B-4 Hypochlorite Disinfectant” and “B-4 Disinfectant Kit” as “disinfectants.”

17. By using the advertising language in Paragraph 16, above, Respondent made pesticidal claims with respect to the B-4 Hypochlorite Disinfectant and B-4 Disinfectant Kit.

18. At the time of the sales, B-4 Hypochlorite Disinfectant and B-4 Disinfectant Kit were “pesticides” and “pesticide products” as those terms are defined by Section 2(u) of FIFRA, 7 U.S.C. § 136(u), and 40 C.F.R. § 152.3.

19. Respondent is a “distributor” subject to the assessment of a civil penalty under Section 14(a)(1) of FIFRA, 7 U.S.C. § 136l(a)(1).

#### COUNT I

##### Production of a Pesticide Without an Establishment Number

20. The allegations in Paragraphs 1 through 19 of this Consent Agreement are incorporated herein by reference.

21. Pursuant to Section 12(a)(1)(L) of FIFRA, 7 U.S.C. § 136j(a)(1)(L), it shall be unlawful for any person who is a producer to violate any of the provisions of Section 7 of FIFRA, 7 U.S.C. § 136e.

22. Section 7(a) of FIFRA, 7 U.S.C § 136e(a), provides, in pertinent part, that no person shall produce any pesticide subject to FIFRA in any State unless the establishment in which it is produced is registered with the Administrator.

23. Section 2(w) of FIFRA, 7 U.S.C § 136(w), provides, in pertinent part, that the term “producer” means the person who manufactures, prepares, compounds, propagates, or processes any pesticide or device or active ingredient used in producing a pesticide. The term “produce” means to manufacture, prepare, compound, propagate, or process any pesticide or device or active ingredient used in producing a pesticide.

24. Section 2(dd) of FIFRA, 7 U.S.C § 136(dd), provides, in pertinent part, that the term “establishment” means any place where a pesticide or device or active ingredient used in producing a pesticide is produced, or held, for distribution or sale.

25. During 2007 and 2008, Respondent “produced” B-4 Hypochlorite Disinfectant and B-4 Disinfectant Kit, within the meaning of Section 2(w) of FIFRA, 7 U.S.C § 136(w).

26. Respondent was a “producer,” as defined by Section 2(w) of FIFRA, 7 U.S.C. § 136(w), of the B-4 Hypochlorite Disinfectant and B-4 Disinfectant Kit, described above.

27. The place of business where Respondent produced B-4 Hypochlorite Disinfectant and B-4 Disinfectant Kit is an “establishment,” within the meaning of Section 2(dd) of FIFRA, 7 U.S.C § 136(dd).

28. At all times relevant to this CAFO, Respondent’s establishment was not registered with EPA, as required by Section 7(a) of FIFRA, 7 U.S.C. § 136e(a).

29. By producing pesticides at an unregistered establishment, Respondent violated Section 7(a) of FIFRA, 7 U.S.C. § 136e(a).

30. Production of a pesticide at an unregistered establishment constitutes an unlawful act under Section 12(a)(1)(L) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), for which a penalty may be assessed pursuant to Section 14(a) of FIFRA, 7 U.S.C. § 136l(a).

## COUNT II

### Sale or Distribution of an Unregistered Pesticide

31. The allegations in Paragraphs 1 through 30 of this Consent Agreement are incorporated herein by reference.

32. Pursuant to Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), it shall be unlawful for any person in any State to distribute or sell to any person any pesticide that is not registered under Section 3 of FIFRA, 7 U.S.C § 136a, or whose registration has been canceled or suspended, with exceptions not relevant to this matter.

33. Section 3(a) of FIFRA, 7 U.S.C § 136a(a), provides, in pertinent part, that no person in any State may distribute or sell to any person any pesticide that is not registered under FIFRA.

34. Section 2(gg) of FIFRA, 7 U.S.C § 136(gg), provides, in pertinent part, that the term “distribute or sell” means to distribute, sell, offer for sale, hold for distribution, hold for sale, hold for shipment, ship, deliver for shipment, release for shipment, or receive and (having so received) deliver or offer to deliver.

35. On 23 occasions during 2007 and 2008, Respondent distributed and/or sold B-4 Hypochlorite Disinfectant or B-4 Disinfectant Kit to various individuals, partnerships, associations, corporations and/or organized groups of persons.

36. Each occasion on which Respondent distributed and/or sold B-4 Hypochlorite Disinfectant or B-4 Disinfectant Kit, as described above, constitutes a “distribution or sale” of a “pesticide” and “pesticide product” to a “person,” as those terms are defined in Section 2 of FIFRA, 7 U.S.C. § 136, and 40 C.F.R. § 152.3.

37. At the time of the distributions and/or sales referred to above, B-4 Hypochlorite Disinfectant and B-4 Disinfectant Kit were not registered with EPA as pesticides pursuant to Section 3 of FIFRA, 7 U.S.C. § 136a.

38. By distributing and/or selling the unregistered pesticide products, B-4 Hypochlorite Disinfectant and B-4 Disinfectant Kit, Respondent violated Section 3(a) of FIFRA, 7 U.S.C. § 136a(a).

39. Each of the distributions and/or sales of the unregistered pesticide products, B-4 Hypochlorite Disinfectant and B-4 Disinfectant Kit, constitutes a separate unlawful act under Section 12(a)(1)(A) of FIFRA, 7 U.S.C. § 136j(a)(1)(A), for which penalties may be assessed pursuant to Section 14(a) of FIFRA, 7 U.S.C. § 136l(a).

#### Civil Penalty

40. In settlement of this proceeding, Respondent consents to the assessment of a civil penalty of one thousand six hundred eighty dollars (\$1,680.00) and agrees to pay such penalty in accordance with the terms set forth below. Such civil penalty amount shall become due and payable immediately upon Respondent's receipt of a true and correct copy of this CAFO. In order to avoid the assessment of interest, administrative costs, and late payment penalties in connection with such civil penalty as described in this CAFO, Respondent must pay the civil penalty no later than thirty (30) calendar days after the date on which a copy of this executed CAFO is mailed or hand-delivered to the Respondent.

41. The aforesaid settlement amount is based upon Complainant's consideration of a number of factors, including, but not limited to, the statutory factors set forth in Section 14(a)(4) of FIFRA, 7 U.S.C. § 136l(a)(4), i.e., the size of Respondent's business, the effect of the penalty on Respondent's ability to continue in business, and the gravity of the violations. These factors were applied to the particular facts and circumstances of this case with specific reference to the *FIFRA Enforcement Response Policy* ("ERP"), dated July 2, 1990, and the *Modifications to EPA Penalty Policies to Implement the Civil Monetary Penalty Inflation Adjustment Rule (Pursuant to the Debt Collection Improvement Act of 1996, Effective October 1, 2004)*, dated September 21, 2004. In addition, the settlement embodied in this Consent Agreement is based in part upon an analysis of Respondent's ability to pay a civil penalty. This analysis was based upon information submitted to Complainant by the Respondent, including tax returns. Respondent and its undersigned representative, by such representative's signature to this Consent Agreement, certify that the information submitted to EPA regarding Respondent's ability to pay is accurate and not misleading.

42. Payment of the civil penalty amount set forth in Paragraph 40, above, shall be made by either cashier's check, certified check, or electronic wire transfer, in the following manner:

- A. All payments by Respondent shall reference Respondent's name and address, and the Docket Number of this action, i.e., FIFRA-03-2009-0287;

- 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](http://www.epa.gov/ocfo/finservices/make_a_payment.htm)

- J. A copy of Respondent's check or a copy of Respondent's electronic fund transfer shall be sent simultaneously to:

Natalie L. Katz  
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

43. 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, Respondent's 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.

44. 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 Respondent. 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).

45. 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.

46. 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 for more than ninety days shall accrue from the first day payment is delinquent. 31 C.F.R. § 901.9(d).

47. Respondent agrees not to deduct for civil taxation purposes the civil penalty paid pursuant to this CAFO.

#### Compliance Certification

48. By signing this Consent Agreement, Respondent is certifying that it has discontinued the production, distribution and sale of B-4 Hypochlorite Disinfectant and B-4 Disinfectant Kit. Respondent's representative is aware that there are significant penalties for submitting false information, including the possibility of fines and imprisonment.

#### Other Applicable Laws

49. Nothing in this CAFO shall relieve Respondent of its obligation to comply with all applicable federal, state, and local laws and regulations.

### Reservation of Rights

50. This CAFO resolves only EPA's civil claims for penalties for the specific violations of FIFRA alleged in this Consent Agreement. EPA reserves the right to commence action against any person, including 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 FIFRA, 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 Regional Hearing Clerk.

### Full and Final Satisfaction

51. This settlement shall constitute full and final satisfaction of all civil claims for penalties which Complainant has under Section 14(a) of FIFRA, 7 U.S.C. § 136l(a), for the specific violations alleged in this CAFO. 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.

### Parties Bound

52. This CAFO shall apply to and be binding upon EPA, Respondent, and the officers, directors, successors, and assigns of Respondent. By his or her signature below, the person signing this Consent Agreement on behalf of Respondent is acknowledging that he or she is fully authorized by Respondent to execute this Consent Agreement and to legally bind Respondent to the terms and conditions of this CAFO.

### Effective Date

53. The effective date of this CAFO 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 Regional Hearing Clerk pursuant to the Consolidated Rules of Practice.

Entire Agreement

54. This CAFO constitutes the entire agreement and understanding of the Parties concerning settlement of the action referenced in the caption above, and there are no representations, warranties, covenants, terms, or conditions agreed upon between the Parties other than those expressed herein.

For Respondent:

9/14/09  
Date

Rebecca Hochhauser  
BY: Rebecca Hochhauser, President  
American Dental Supply, Inc.

For Complainant:

9/15/09  
Date

John J. Butler for Richard Ponak  
BY: Richard Ponak  
Enforcement Officer  
U.S. EPA, Region III

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

9/15/09  
Date

Abraham Ferdas  
Abraham Ferdas, 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>	)	
	)	
American Dental Supply, Inc.	)	
1075 N. Gilmore Street	)	
Allentown, PA 18109	)	DOCKET NO: FIFRA-03-2009-0287
	)	
Respondent.	)	FINAL ORDER
	)	
_____	)	

FINAL ORDER

The Director, Land and Chemicals Division, U.S. Environmental Protection Agency, Region III, and Respondent, American Dental Supply, Inc., 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, 40 C.F.R. Part 22 ("Consolidated Rules of Practice"). The terms of the foregoing Consent Agreement are accepted by the undersigned and incorporated into this Final Order as if fully set forth at length herein.

NOW, THEREFORE, PURSUANT TO Section 14(a) of the Federal Insecticide, Fungicide, and Rodenticide Act, as amended, ("FIFRA"), 7 U.S.C. § 136l(a), and the Consolidated Rules of Practice, and having determined, based on the parties' representation in the Consent Agreement, that the penalty agreed to in the Consent Agreement is based on a consideration of the factors set forth in Section 14(a)(4) of FIFRA, 7 U.S.C. § 136l(a)(4), IT IS HEREBY ORDERED that Respondent pay a penalty of one thousand six hundred eighty dollars (\$1,680), and comply with the terms and conditions of the 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 Regional Hearing Clerk.

9/16/09  
Date



Renée Sarajian  
Regional Judicial Officer  
U.S. Environmental Protection Agency, Region III