

**EPA ENFORCEMENT ACCOUNTS RECEIVABLE CONTROL NUMBER FORM**

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REGISTRATION CLERK  
EPA REGION III PHILA. PA  
Date 9/26/11

**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: B. COHAN  
Name of Contact person

in the ORC Office at X2618 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  
PHILIP HOVEN

The Total Dollar Amount of Receivable 100.00  
(If in installments, attach schedule of amounts and respective due dates)

The Case Docket Number TSCA-03-2011-0254

The Site-Specific Superfund Acct. Number \_\_\_\_\_

The Designated Regional/HQ Program Office \_\_\_\_\_

**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. Rosemarie Pacheco<br>Environmental Enforcement Section<br>Lands Division, Room 130044<br>1425 New York Avenue, N.W.<br>Washington, D.C. 20005 | 2. Originating Office (ORC)  |
|  | 3. Designated Program Office |

**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          |

ENVIRONMENTAL PROTECTION AGENCY  
REGION III

RECEIVED

2011 SEP 26 PM 1:58

REGULATORY HEARING CLERK  
EPA REGION III, PHILA. PA

In the Matter of:

PHILLIP HOOVEN  
112 N. 2<sup>nd</sup> Street #6  
Philadelphia, PA 19106

Respondent.

Docket No. TSCA-03-2011- 0254

1338 Cotton Street  
Reading, PA 19602

Target Housing

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CONSENT AGREEMENT

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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 Phillip Hooven ("Respondent"), 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 Respondent's alleged failure, as owner and 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 Section IV ("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, Respondent admits 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, Respondent neither admits nor denies the factual allegations and legal conclusions set forth in this Consent Agreement.
7. 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 this CAFO.
8. For purposes of this proceeding only, Respondent hereby expressly waives 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. Respondent consents to the issuance of this CAFO and agrees to comply with its terms and conditions.
10. Each Party to this Consent Agreement shall bear its own costs and attorney's fees in connection with this proceeding.
11. The settlement embodied in this Consent Agreement is based in part upon an analysis of Respondent's limited ability to pay a civil penalty. This analysis was based upon information submitted to Complainant by the Respondent, as listed in Exhibit A to this Consent Agreement. Respondent hereby certifies that the information submitted to EPA regarding Respondent's ability to pay is accurate and not misleading.
12. Respondent is aware that the submission of false or misleading information to the United States government may subject Respondent to separate civil and/or criminal liability. Complainant reserves the right to seek and obtain appropriate relief if Complainant obtains evidence that the information provided and/or representations made by Respondent to Complainant regarding the matters at issue in the Findings of Fact and Conclusions of Law are false or, in any material respect, inaccurate.

IV. FINDINGS OF FACT AND CONCLUSIONS OF LAW

13. 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.
14. 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.”
15. 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.
16. Respondent is and, at all times relevant to the violations alleged in this Consent Agreement, was the “owner” and “lessor” of the following “residential dwelling”, as those terms are defined at 40 C.F.R. § 745.103, located at 1338 Cotton Street, Reading, Pennsylvania, as outlined below:

| Counts    | Lease Transaction Number and Property Address | Lease Date |
|-----------|---|------------|
| 1,2,3,4,5 | 1. 1338 Cotton Street, Reading, PA 19602      | 12/11/08   |

17. The residential dwelling referred to in paragraph 16, above, was constructed prior to 1978 and is “target housing” as that term is defined at 40 C.F.R. § 745.103. Said residential dwelling is hereinafter referred as the “Target Housing.”
18. 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<sup>2</sup>] or 0.5 percent by weight.”
19. The lease agreement associated with the Target Housing did not involve:
  - (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).
20. Lessees moved into, and resided at, the Target Housing unit during the term of the lease agreement for said Target Housing.
21. At the time that the relevant lease agreement for said Target Housing was executed, and at all times relevant to the violations alleged herein, the lessees of such Target Housing unit(s) were “lessees” of the Target Housing, as those terms are defined in 40 C.F.R. § 745.103.

COUNT 1

22. The allegations contained in Paragraphs 1 through 21 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
23. Pursuant to 40 C.F.R. § 745.113(b)(1), the lessor is required to include, either as an attachment or within the contract for lease, a Lead Warning Statement in strict accordance with the language provided therein.
24. The contract for Lease Transaction #1 cited in paragraph 16, above, did not include, as an attachment or within such contract, a Lead Warning Statement containing, *verbatim*, language set forth in and required by 40 C.F.R. § 745.113(b)(1).
25. Respondent’s failure to comply with 40 C.F.R. § 745.113(b)(1) by not including, either as an attachment or within Lease Transaction #1, 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 2

26. The allegations contained in Paragraphs 1 through 25 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
27. 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 for lease, 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.
28. The contract for Lease Transaction #1 cited in paragraph 16, above, 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.
29. Respondent's failure to comply with 40 C.F.R. § 745.113(b)(2) by not including, either as an attachment to or within the contract for Lease Transaction # 1, 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 Respondent's lack of knowledge of such presence, constitutes a violation of 40 C.F.R. § 745.113(b)(2), RLBPBRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5), and TSCA Section 409, 15 U.S.C. § 2689.

COUNT 3

30. The allegations contained in Paragraphs 1 through 29 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
31. Pursuant to 40 C.F.R. § 745.113(b)(3), the lessor is required to include, either as an attachment or within the contract for lease, a list of records or reports which were available to the lessor pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the lessee or to indicate that no such records or reports were available.
32. The contract for Lease Transaction #1 cited in paragraph 16, above, did not include, as an attachment or within each such contract, a list of records or reports which were available to the lessor pertaining to lead-based paint or lead-based paint hazards in the Target Housing that was provided to the lessees or did not indicate that no such records or

reports were available.

33. Respondent's failure to comply with 40 C.F.R. § 745.113(b)(3) by not including, either as an attachment or within the contract for Lease Transaction #1, a list of records or reports which were available to the lessor pertaining to lead-based paint or lead-based paint hazards in the Target Housing that were provided to the lessees or not indicating that no such records or reports were available, constitutes a violation of 40 C.F.R. § 745.113(b)(3), RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5), and TSCA Section 409, 15 U.S.C. § 2689.

COUNT 4

34. The allegations contained in Paragraphs 1 through 33 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
35. Pursuant to 40 C.F.R. § 745.113(b)(4), the lessor is required to include, either as an attachment or within the contract for lease, a statement by the lessee affirming receipt of the information required by 40 C.F.R. § 745.113(b)(2) and (b)(3) and the lead hazard pamphlet required under 15 U.S.C. § 2696.
36. The contract for Lease Transaction #1 did not include, as an attachment or within such contract, a statement by the lessee affirming receipt of the information required by 40 C.F.R. § 745.113(b)(2) and (b)(3) and the lead hazard pamphlet required under 15 U.S.C. § 2696.
37. Respondent's failure to include either as an attachment or within the contracts for Lease Transaction #1, a statement by the lessee affirming receipt of the information required by 40 C.F.R. § 745.113(b)(2) and (b)(3) and the lead hazard pamphlet required under 15 U.S.C. § 2696 constitutes a violation of 40 C.F.R. § 745.113(b)(4), RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5), and TSCA Section 409, 15 U.S.C. § 2689.

COUNT 5

38. The allegations contained in Paragraphs 1 through 37 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
39. Pursuant to 40 C.F.R. § 745.113(b)(6), the lessor is required to include, either as an attachment or within the contract for lease the signatures of the lessor, agent and lessee certifying to the accuracy of their statements, as well as dates of signature.

40. The contract for Lease Transaction #1 did not include, as an attachment to or within such contract, the signatures of the lessor, agent and lessee certifying to the accuracy of his/her statements, as well as date of signature.
41. Respondent's failure to include either as an attachment to or within Lease Transaction #1, the signatures of the lessors, agents, and lessees certifying to the accuracy of their statements, as well as dates of signature, constitutes a violation of 40 C.F.R. § 745.113(b)(6), RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5), and TSCA Section 409, 15 U.S.C. § 2689.

#### V. CIVIL PENALTY

42. In settlement of EPA's claims for civil penalties assessable for the violations alleged in this Consent Agreement, and based upon EPA's "Ability to Pay Analysis" of Respondent's financial documentation referenced in Exhibit A of this Consent Agreement, Respondent consents to the assessment of a civil penalty in the amount of one hundred dollars (\$ 100.00) which Respondent shall be liable to pay 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.
43. 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 Respondent's, 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. The references to a statutory maximum penalty of \$11,000 in Paragraph 43 of this Consent Agreement do not represent the amount of civil penalty being assessed as set forth in paragraph 42, above. The \$11,000 limitation is referenced simply to acknowledge that Complainant took into account the statutory maximum penalty for Disclosure Rule violations when determining the appropriate civil penalty in this matter.

44. Payment of the civil penalty amount assessed in paragraph 42, 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.*, TSCA-03-2011- 0254;
  - 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](http://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. Payment by Respondent shall reference Respondent's name and address, and the EPA Docket Number of this CAFO. A copy of Respondent's check or a copy of Respondent's electronic fund transfer shall be sent simultaneously to:

Benjamin M. Cohan  
Senior Assistant Regional Counsel  
U.S. Environmental Protection Agency  
Region III (Mail Code 3RC50)  
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.

45. 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 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.
46. 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 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).
47. 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.

48. 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).
49. Respondent agrees not to deduct for federal tax purposes the civil penalty specified in this Consent Agreement and the accompanying Final Order.

#### VI. EFFECT OF SETTLEMENT

50. 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

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

#### VIII. CERTIFICATION OF COMPLIANCE

52. Respondent certifies to Complainant, upon investigation, to the best of his knowledge and belief, that such Respondent, as an "owner" and "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

53. 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 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

In Re: Phillip Hooven  
TSCA-03-2011-0254

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.

X. PARTIES BOUND

- 54. This Consent Agreement and the accompanying Final Order shall apply to and be binding upon the EPA and the Respondent.

XI. 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.

XII. 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 Respondent:

Date:

9/8/2011

  
 Phillip Hooven

**For Complainant:**

Date: 9/15/11

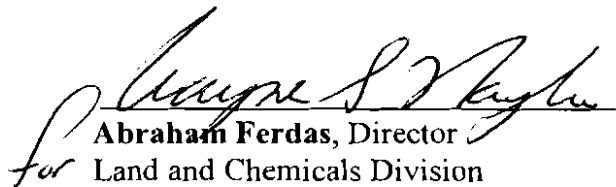


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**Benjamin M. Cohan**  
Sr. Asst. Regional Counsel  
U.S. EPA Region III  
1650 Arch Street  
Philadelphia, Pennsylvania 19103-2029

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

Date: 9/22/11



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

## EXHIBIT A

Respondent Phillip Hooven submitted to EPA a number of documents with regard to his financial circumstances, as follows:

1. Individual Ability to Pay Claim Financial Data Request Form signed 3/21/2011
2. U.S. Individual Income Tax Returns (1040) for years 2008, 2009, 2010.

**BEFORE THE UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY**

**In the Matter of:**

**PHILLIP HOOVEN  
112 N. 2<sup>nd</sup> Street #6  
Philadelphia, PA 19106**

**Respondent.**

**1338 Cotton Street  
Reading, PA 19602**

**Target Housing**

**Docket No. TSCA-03-2011- 0254**

**FINAL ORDER**

Complainant, the Director of the Land and Chemicals Division, U.S. Environmental Protection Agency - Region III, and the above-captioned Respondent 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.

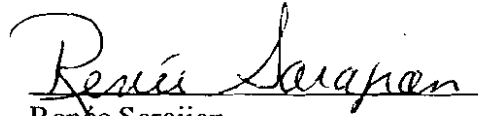
**WHEREFORE**, Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 ("RLBPHRA"), 42 U.S.C. §§ 4851 *et seq.*, and 40 C.F.R. Part 745, Subpart F, authorize the assessment of a civil penalty under Section 16 of the Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2615, for violations of the RLBPHRA, and having determined, based on the representations of the parties to the attached Consent Agreement, that the agreed-upon one hundred dollar (\$100.00) 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 Respondent pay a civil penalty of one hundred dollars (\$100.00) in accordance with the payment provisions set forth in the attached Consent Agreement.



In Re: Phillip Hooven  
TSCA-03-2011-0254

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: 9/26/11



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

CERTIFICATE OF SERVICE

BEFORE THE UNITED STATES  
ENVIRONMENTAL PROTECTION AGENCY  
REGION III

RECEIVED  
2011 SEP 26 PM 1:58  
REGIONAL HEARING CLERK  
EPA REGION III PHILA. PA

In the Matter of:

PHILLIP HOOVEN  
112 N. 2<sup>nd</sup> Street #6  
Philadelphia, PA 19106

Respondent.

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Docket No. TSCA-03-2011- 0254

1338 Cotton Street  
Reading, PA 19602

Target Housing

CERTIFICATE OF SERVICE

I hereby certify that the original and one copy of the foregoing Consent Agreement (re: Docket No. TSCA-03-2011-0254) was hand-delivered to the Regional Hearing Clerk, EPA Region III, and that true and correct copies were mailed to the following persons as follows:


BY UPS OVERNIGHT MAIL:

Phillip Hooven  
312 N. 5<sup>th</sup> St.  
Reading, PA 19601

BY FACSIMILE & UPS OVERNIGHT MAIL:

David R. Beane, Esq.  
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