

**UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION III**

In the Matter of:

**Touchwood Partners, L.P.
875-B N. Easton Road
Glenside, PA 19038**

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: **Docket No. TSCA-03-2014-0014**
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Respondent,

**Mt. Vernon Garden Apartments
885 N. Easton Rd
Units: 9B5; 13B1; 11A4; 9A7; 9B4; 9A6; 9B8;
10A1; 9A4; 12A1; 13A5; 13A4; 13B7
Glenside, PA 19038**

**Jenkintown Gardens
155 Washington Lane
Units: L-8; A-8; C-2; E-1;L-1; F-2;
F-7; H-4; J-3; G-3;N-1; L-6
Jenkintown, PA 19046**

Target Housing.

**REGIONAL HEARING CLERK
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**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)**

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 Touchwood Partners, L.P. By issuing this Complaint, Complainant alleges violations by the Respondent 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 twenty-five (25) written lease agreements associated with twenty-five (25) target housing units as described more fully in this Complaint below. 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 “agent” means, with certain exceptions, 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.
3. 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.
4. 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.
5. 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 state by EPA.
6. 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.

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 “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 non-profit organizations, except where a mortgage holds legal title to property serving as collateral for a mortgage loan, in which case the owner would be the mortgagor.
9. Pursuant to 40 C.F.R. § 745.103, the term “Purchaser” means an entity that enters into an agreement to purchase an interest in target housing, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and non-profit organizations.
10. 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.

11. 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 (1) 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 (1) or more persons.
12. Pursuant to 40 C.F.R. § 745.103, the term “Seller” means any entity that transfers legal title to target housing, in whole or in part, in return for consideration, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and non-profit organizations.
13. 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.
14. 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.”

15. 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.
16. 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.

III. FINDINGS OF FACT AND CONCLUSIONS OF LAW

17. Touchwood Partners, L.P. (“Respondent”) is a registered limited partnership organized in the Commonwealth of Pennsylvania on February 9, 1996 with its registered office located at 875-B North Easton Road, Glenside, Pennsylvania 19038.
18. At all times relevant to the violations in this Complaint, Respondent was the “owner” and/or “lessor”, as these terms are defined in 40 C.F.R. § 745.103, of the residential real

properties located at 885 N. Easton Road, Glenside, Pennsylvania, and 155 Washington Lane, Jenkintown, Pennsylvania (hereinafter “Target Housing”).

19. At all times relevant to the violations alleged herein, one building used as the home or residence for one or more persons was located on the properties referred to in Paragraph 18 above.
20. The Target Housing was constructed prior to 1978.
21. 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.
22. 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. 885 N. Easton Road, Unit# 9B5, Glenside, Pennsylvania (Lease Transaction #1)
23. Respondent entered into a written contract, dated May 24, 2010 (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 885 N. Easton Road, Unit# 9B5, Glenside, Pennsylvania for a term commencing on June 1, 2010 and terminating on May 31, 2011.

24. 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).

25. 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).

26. 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).

B. 885 N. Easton Road, Unit# 13B1, Glenside, Pennsylvania (Lease Transaction #2)

27. Respondent entered into a written contract, dated July 9, 2009 (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 885 N. Easton Road, Unit# 13B1, Glenside, Pennsylvania for a term commencing on August 2, 2010 and terminating on July 31, 2010.

28. 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).

29. 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).

30. Lease Transaction #2 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).

C. 885 N. Easton Road, Unit# 11A4, Glenside, Pennsylvania (Lease Transaction #3)

31. Respondent entered into a written contract, dated November 10, 2010 (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 885 N. Easton Road, Unit# 11A4, Glenside, Pennsylvania for a term commencing on December 1, 2010 and terminating on November 30, 2011.

32. 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).

33. 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).

34. Lease Transaction #3 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).

D. 885 N. Easton Road, Unit# 9A7, Glenside, Pennsylvania (Lease Transaction #4)

35. Respondent entered into a written contract, dated January 5, 2009 (hereinafter referred to as the “Lease Transaction #4”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 885 N. Easton Road, Unit# 9A7, Glenside, Pennsylvania for a term commencing on January 26, 2009 and terminating on January 31, 2010.
36. 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).
37. Lease Transaction #4 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).
38. Lease Transaction #4 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).

E. 885 N. Easton Road, Unit# 9B4, Glenside, Pennsylvania (Lease Transaction #5)

39. Respondent entered into a written contract, dated August 28, 2009 (hereinafter referred to as the “Lease Transaction #5”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 885 N. Easton Road, Unit# 9B4, Glenside, Pennsylvania for a term commencing on September 1, 2009 and terminating on August 31, 2010.

40. 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).
41. Lease Transaction #5 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).
42. Lease Transaction #5 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).

F. 885 N. Easton Road, Unit# 9A6, Glenside, Pennsylvania (Lease Transaction #6)

43. Respondent entered into a written contract, dated July 20, 2009 (hereinafter referred to as the “Lease Transaction #6”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 885 N. Easton Road, Unit# 9A6, Glenside, Pennsylvania for a term commencing on July 20, 2009 and terminating on July 19, 2010.
44. 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).
45. Lease Transaction #6 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).

46. Lease Transaction #6 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).

G. 885 N. Easton Road, Unit# 9B8, Glenside, Pennsylvania (Lease Transaction #7)

47. Respondent entered into a written contract, dated September 30, 2010 (hereinafter referred to as the “Lease Transaction #7”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 885 N. Easton Road, Unit# 9B8, Glenside, Pennsylvania for a term commencing on October 1, 2010 and terminating on September 30, 2011.

48. 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).

49. Lease Transaction #7 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).

50. Lease Transaction #7 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).

H. 885 N. Easton Road, Unit# 10A1, Glenside, Pennsylvania (Lease Transaction #8)

51. Respondent entered into a written contract, dated May 1, 2010 (hereinafter referred to as the “Lease Transaction #8”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 885 N. Easton Road, Unit# 10A1, Glenside, Pennsylvania for a term commencing on May 1, 2010 and terminating on April 30, 2011.
52. 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).
53. Lease Transaction #8 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).
54. Lease Transaction #8 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).

I. 885 N. Easton Road, Unit# 9A4, Glenside, Pennsylvania (Lease Transaction #9)

55. Respondent entered into a written contract, dated August 25, 2010 (hereinafter referred to as the “Lease Transaction #9”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 885 N. Easton Road, Unit# 9A4, Glenside, Pennsylvania for a term commencing on September 1, 2010 and terminating on August 31, 2011.

56. 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).

57. Lease Transaction #9 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).

58. Lease Transaction #9 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).

J. 885 N. Easton Road, Unit# 12A1, Glenside, Pennsylvania (Lease Transaction #10)

59. Respondent entered into a written contract, dated August 19, 2010 (hereinafter referred to as the “Lease Transaction #10”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 885 N. Easton Road, Unit# 12A1, Glenside, Pennsylvania for a term commencing on September 1, 2010 and terminating on August 31, 2011.

60. 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).

61. Lease Transaction #10 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).

62. Lease Transaction #10 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).

K. 885 N. Easton Road, Unit# 13A5, Glenside, Pennsylvania (Lease Transaction #11)

63. Respondent entered into a written contract, dated June 17, 2011 (hereinafter referred to as the “Lease Transaction #11”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 885 N. Easton Road, Unit# 13A5, Glenside, Pennsylvania for a term commencing on February 1, 2011 and terminating on January 31, 2012.

64. 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).

65. Lease Transaction #11 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).

66. Lease Transaction #11 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).

L. 885 N. Easton Road, Unit# 13A4, Glenside, Pennsylvania (Lease Transaction #12)

67. Respondent entered into a written contract, dated April 21, 2011 (hereinafter referred to as the “Lease Transaction #12”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 885 N. Easton Road, Unit# 13A4, Glenside, Pennsylvania for a term commencing on May 1, 2011 and terminating on April 30, 2012.
68. 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).
69. Lease Transaction #12 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).
70. Lease Transaction #12 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).

M. 885 N. Easton Road, Unit# 13B7, Glenside, Pennsylvania (Lease Transaction #13)

71. Respondent entered into a written contract, dated May 20, 2010 (hereinafter referred to as the “Lease Transaction #13”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 885 N. Easton Road, Unit# 13B7, Glenside, Pennsylvania for a term commencing on July 1, 2010 and terminating on June 30, 2011.

72. 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).
73. Lease Transaction #13 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).
74. Lease Transaction #13 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).
- N. 155 Washington Lane, Unit# L-8, Jenkintown, Pennsylvania (Lease Transaction #14)**
75. Respondent entered into a written contract, dated November 30, 2009 (hereinafter referred to as the “Lease Transaction #14”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 155 Washington Lane, Unit# L-8, Jenkintown, Pennsylvania for a term commencing on November 30, 2009 and terminating on November 30, 2010.
76. 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).
77. Lease Transaction #14 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).

78. Lease Transaction #14 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).

O. 155 Washington Lane, Unit# A-8, Jenkintown, Pennsylvania (Lease Transaction #15)

79. Respondent entered into a written contract, dated June 11, 2009 (hereinafter referred to as the “Lease Transaction #15”) with a “lessee,” as that term is defined at 40 C.F.R.

§ 745.103, to rent and/or lease the Target Housing at 155 Washington Lane, Unit# A-8, Jenkintown, Pennsylvania for a term commencing on August 1, 2009 and terminating on July 31, 2010.

80. 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).

81. Lease Transaction #15 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).

82. Lease Transaction #15 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).

P. 155 Washington Lane, Unit# C-2, Jenkintown, Pennsylvania (Lease Transaction #16)

83. Respondent entered into a written contract, dated July 3, 2009 (hereinafter referred to as the “Lease Transaction #16”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 155 Washington Lane, Unit# C-2, Jenkintown, Pennsylvania for a term commencing on August 15, 2009 and terminating on July 31, 2010.
84. 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).
85. Lease Transaction #16 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).
86. Lease Transaction #16 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).

Q. 155 Washington Lane, Unit# E-1, Jenkintown, Pennsylvania (Lease Transaction #17)

87. Respondent entered into a written contract, dated October 23, 2009 (hereinafter referred to as the “Lease Transaction #17”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 155 Washington Lane, Unit# E-1, Jenkintown, Pennsylvania for a term commencing on October 23, 2009 and terminating on October 31, 2010.

88. 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).

89. Lease Transaction #17 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).

90. Lease Transaction #17 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).

R. 155 Washington Lane, Unit# L-1, Jenkintown, Pennsylvania (Lease Transaction #18)

91. Respondent entered into a written contract, dated September 10, 2009 (hereinafter referred to as the “Lease Transaction #18”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 155 Washington Lane, Unit# L-1, Jenkintown, Pennsylvania for a term commencing on September 10, 2009 and terminating on September 30, 2010.

92. 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).

93. Lease Transaction #18 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).

94. Lease Transaction #18 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).

S. 155 Washington Lane, Unit# F-2, Jenkintown, Pennsylvania (Lease Transaction #19)

95. Respondent entered into a written contract, dated April 8, 2010 (hereinafter referred to as the “Lease Transaction #19”) with a “lessee,” as that term is defined at 40 C.F.R.

§ 745.103, to rent and/or lease the Target Housing at 155 Washington Lane, Unit# F-2, Jenkintown, Pennsylvania for a term commencing on June 1, 2010 and terminating on May 31, 2011.

96. 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).

97. Lease Transaction #19 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).

98. Lease Transaction #19 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).

T. 155 Washington Lane, Unit# F-7, Jenkintown, Pennsylvania (Lease Transaction #20)

99. Respondent entered into a written contract, dated April 30, 2010 (hereinafter referred to as the “Lease Transaction #20”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 155 Washington Lane, Unit# F-7, Jenkintown, Pennsylvania for a term commencing on May 1, 2010 and terminating on April 30, 2011.
100. 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).
101. Lease Transaction #20 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).
102. Lease Transaction #20 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).

U. 155 Washington Lane, Unit# H-4, Jenkintown, Pennsylvania (Lease Transaction #21)

103. Respondent entered into a written contract, dated May 28, 2010 (hereinafter referred to as the “Lease Transaction #21”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 155 Washington Lane, Unit# H-4, Jenkintown, Pennsylvania for a term commencing on June 1, 2010 and terminating on May 31, 2011.

104. 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).
105. Lease Transaction #21 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).
106. Lease Transaction #21 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).

V. 155 Washington Lane, Unit# J-3, Jenkintown, Pennsylvania (Lease Transaction #22)

107. Respondent entered into a written contract, dated June 10, 2010 (hereinafter referred to as the “Lease Transaction #22”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 155 Washington Lane, Unit# J-3, Jenkintown, Pennsylvania for a term commencing on July 1, 2010 and terminating on June 30, 2011.
108. 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).
109. Lease Transaction #22 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).

110. Lease Transaction #22 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).

W.155 Washington Lane, Unit# G-3, Jenkintown, Pennsylvania (Lease Transaction #23)

111. Respondent entered into a written contract, dated May 10, 2010 (hereinafter referred to as the “Lease Transaction #23”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 155 Washington Lane, Unit# G-3, Jenkintown, Pennsylvania for a term commencing on June 1, 2010 and terminating on May 31, 2011.

112. 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).

113. Lease Transaction #23 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).

114. Lease Transaction #23 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).

X. 155 Washington Lane, Unit# N-1, Jenkintown, Pennsylvania (Lease Transaction #24)

115. Respondent entered into a written contract, dated February 21, 2011 (hereinafter referred to as the “Lease Transaction #24”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 155 Washington Lane, Unit# N-1, Jenkintown, Pennsylvania for a term commencing on March 1, 2011 and terminating on February 28, 2012.
116. 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).
117. Lease Transaction #24 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).
118. Lease Transaction #24 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).

Y. 155 Washington Lane, Unit# L-6, Jenkintown, Pennsylvania (Lease Transaction #25)

119. Respondent entered into a written contract, dated February 14, 2011 (hereinafter referred to as the “Lease Transaction #25”) with a “lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the Target Housing at 155 Washington Lane, Unit# L-6, Jenkintown, Pennsylvania for a term commencing on March 1, 2011 and terminating on September 30, 2011.

120. 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).
121. Lease Transaction #25 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).
122. Lease Transaction #25 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).

IV. VIOLATIONS

Count 1-25

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

123. The allegations contained in Paragraphs 1 through 122, above, of this Complaint are incorporated by reference herein as though fully set forth at length.
124. Respondent 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 #25 described in Paragraphs 17 through 122, above.
125. Pursuant to 40 C.F.R. § 745.118(e), Respondent’s 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

#125 as described in Paragraphs 17 through 122, above, constitutes 25 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.

Count 26-50
(Violations of 40 C.F.R. § 745.113(b)(2))

126. The allegations contained in Paragraphs 1 through 125, above, of this Complaint are incorporated by reference herein as though fully set forth at length.
127. Respondent 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 25 as described in Paragraphs 17 through 122, above, as required by 40 C.F.R. § 745.113(b)(2).
128. 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 Transactions #1 through 25 as described in Paragraphs 17 through 122, above, constitutes 25 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.

Count 51-75
(Violations of 40 C.F.R. § 745.113(b)(4))

129. The allegations contained in Paragraphs 1 through 128 above, of this Complaint are incorporated by reference herein as though fully set forth at length.
130. Respondent 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 25 as described in Paragraphs 17 through 122, above, as required by 40 C.F.R. § 745.113(b)(4).
131. Pursuant to 40 C.F.R. §745.118(e), Respondent's 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 25 as described in Paragraphs 17 through 122, above, constitutes 25 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.

V. 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 \$16,000 for each violation of Section 409 of TSCA, 15 U.S.C. § 2689. 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 takes 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 (“Final ERP”)*, dated December 2007, a copy of which is enclosed with this Complaint. The *Final ERP* provides a rational, consistent, and equitable calculation methodology for applying the statutory factors enumerated above to particular cases.

Pursuant to 40 C.F.R. § 22.14(a)(4)(ii), Complainant is not proposing a specific penalty 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).

This Complaint 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)(i), an explanation of the number and severity of violations is as follows:

1. Explanation of Circumstance Level and Extent of Violation
 - A. Circumstance Levels:
 - a) 40 C.F.R. § 745.113(b)(1) violations (Counts 1-25): 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 violations alleged in Count 1 through 25 of this

Complaint are characterized as Circumstance Level 2 violations for purposes of calculating an appropriate penalty.

- b) 40 C.F.R. § 745.113(b)(2) violations (Counts 26-50): 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 violations alleged in Counts 26 through 50 of this Complaint are characterized as Circumstance Level 3 violations for purposes of calculating an appropriate penalty.
- c) 40 C.F.R. § 745.113(b)(4) violations (Counts 51-75): Violations of the requirements set forth at 40 C.F.R. § 745.113(b)(4) 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 4 violations in the ERP. As a result, the violations alleged in Counts 51 through 75 of this Complaint are characterized as Circumstance Level 4 violations for purposes of calculating an appropriate penalty.

B. Extent Levels:

Failure to provide lead-based paint disclosures and/or certifications to lessees where no children or pregnant women live in the target housing is considered a “Minor Extent” violation under the ERP. However, failure to provide lead-based paint disclosures and/or certifications to lessees where children or pregnant women live in

the target housing is considered a “Major Extent” violation under the ERP. As of the date of this Complaint, EPA has not determined that children under the age of six resided in the Target Housing described herein. Accordingly, the Disclosure Rule violations associated with the Lease Transactions #1 through 25 are all “Minor Extent” violations.

2. Summary of Penalty Calculation

<u>Counts</u>	<u>Violations</u>	<u>Circumstance/Extent</u>
1- 25	113(b)(1)	Level 2, Minor Extent
26-50	113(b)(2)	Level 3, Minor Extent
51-75	113(b)(4)	Level 4, Minor Extent

EPA will consider, among other factors, 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 Respondent’s responsibility to provide to Complainant financial information to support and establish a claim by Respondent of an inability to pay the proposed penalty. To the extent that facts or circumstances, including, but not limited to, additional information concerning Respondent’s ability to pay the proposed penalty that were unknown to Complainant at the time of the issuance of the Complaint become known to Complainant after issuance of the Complaint, such facts and circumstances may be considered as a basis for adjusting the civil penalty proposed in this Complaint.

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 and the appropriateness of any penalty. To request a

hearing, Respondent must file a written Answer to the Complaint with the Regional Hearing Clerk, *within thirty (30) days of receipt of this Complaint.*

Respondent's written Answer to the Complaint, and any motions or other filings prior to the filing of the Answer should be filed with the Regional Hearing Clerk at the following address:

Regional Hearing Clerk
Mail Code 3RC00
U.S. EPA Region III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029

After the filing of Respondent's Answer to the Complaint, the Hearing Clerk at EPA Headquarters will serve as the Regional Hearing Clerk, and all further filings in this matter must be filed with the Hearing Clerk at EPA Headquarters at the following addresses, as appropriate:

If using the US Postal Service:

Hearing Clerk
U.S. Environmental Protection Agency
Office of Administrative Law Judges
Mailcode 1900R
1200 Pennsylvania Avenue NW
Washington, DC 20460

If using UPS/FedEx/DHL:

Hearing Clerk
U.S. Environmental Protection Agency
Office of Administrative Law Judges
Ronald Reagan Building, Room M1200
1300 Pennsylvania Avenue NW
Washington, DC 20460

The Answer should clearly and directly admit, deny, or explain each of the factual allegations contained in this Complaint of which 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 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 in this Complaint and a waiver of Respondent's right to contest 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 Respondent files in this action should be sent to the attorney assigned to represent Complainant in this case, Louis F. Ramalho, Senior Assistant Regional Counsel, at:

Office of Regional Counsel (3RC50)
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. The procedures in the Consolidated Rules of Practice for quick resolution of a proceeding do not apply in this case because a specific penalty is not proposed. *See* 40 C.F.R. § 22.18(a)

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 execution of such a Consent Agreement shall constitute a waiver of settling Respondent's right to contest the allegations of the Complaint or 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. Ramalho at (215) 814-2681 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.

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.

12.20.13

Date



John A. Armstead, Director
Land and Chemicals Division

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that on the date listed below, the original of the foregoing Administrative Complaint and Notice of Opportunity for Hearing, **Docket No. TSCA-03-2014-0014**, was filed with the Regional Hearing Clerk, U.S. EPA - Region III, 1650 Arch Street, Philadelphia, Pennsylvania, 19103-2029, and that a true and correct copy was sent to the following parties:

Ms. Patti D'Amico
Touchwood Partners L.P.
875-B N. Easton Road
Glenside, PA 19038

Date *12/23/2013*



Louis F. Ramalho
Sr. Assistant Regional Counsel
U.S. EPA - Region III
1650 Arch Street
Philadelphia, PA 19103-2029

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EPA REGION III, PHILA. PA

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