

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: JEFFREY S. NAST 3/19/07
Name of Contact person Date

in the REG. III ORC (3RC30) at (215) 814-2652
Office 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
GLEN H. HEIDLEBAUGH, SR. & SOUTHEAST ENTERPRISES, INC.

The Total Dollar Amount of Receivable 24,915.⁰⁰
(If in installments, attach schedule of amounts and respective due dates)

The Case Docket Number TSCA-03-2007-0068

The Site-Specific Superfund Acct. Number N/A

The Designated Regional/HQ Program Office WCMD

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
Cincinnati Finance Center
26 W. Martin Luther King Drive (MS-002)
Cincinnati, OH 45268
Attn: Lori Weidner
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

**BEFORE THE UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION III**

In the Matter of:

**Glen H. Heidlebaugh, Sr.
210 North George Street
York, PA 17403; and**

**South End Enterprises, Inc. a/k/a
South End Enterprises
210 North George Street
York, PA 17403**

Respondents,

**39 E. South Street
York, Pennsylvania**

**479 S. Pershing Avenue
York, Pennsylvania**

**543 S. Court Street
York, Pennsylvania**

**743 S. Court Street
York, Pennsylvania**

**745 S. Court Street
York, Pennsylvania**

**747 S. Court Street
York, Pennsylvania**

**731 S. Court Street
York, Pennsylvania**

**151 S. Queen St., Unit #1
York, Pennsylvania**

**529 S. Court Street
York, Pennsylvania**

**407 Lindberg Avenue
York, Pennsylvania**

Target Housing.

Docket No. TSCA-03-2007-0068

CONSENT AGREEMENT

**Proceeding under Sections 409 and 16(a)
of the Toxic Substances Control Act,
15 U.S.C. §§ 2689 and 2615(a)**

EPA REGION III

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RECEIVED

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

| | | |
|--|---|--|
| In the Matter of: | : | |
| | : | |
| Glen H. Heidlebaugh, Sr. | : | |
| 210 North George Street | : | Docket No. TSCA-03-2007-0068 |
| York, PA 17403; and | : | |
| | : | FINAL ORDER |
| South End Enterprises, Inc. a/k/a | : | |
| South End Enterprises | : | Proceeding under Sections 409 and 16(a) |
| 210 North George Street | : | of the Toxic Substances Control Act, |
| York, PA 17403 | : | 15 U.S.C. §§ 2689 and 2615(a) |
| | : | |
| Respondents, | : | |
| | : | |
| 39 E. South Street | : | |
| York, Pennsylvania | : | |
| | : | |
| 479 S. Pershing Avenue | : | |
| York, Pennsylvania | : | |
| | : | |
| 543 S. Court Street | : | |
| York, Pennsylvania | : | |
| | : | |
| 743 S. Court Street | : | |
| York, Pennsylvania | : | |
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| 745 S. Court Street | : | |
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| 747 S. Court Street | : | |
| York, Pennsylvania | : | |
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| 731 S. Court Street | : | |
| York, Pennsylvania | : | |
| | : | |
| 151 S. Queen St., Unit #1 | : | |
| York, Pennsylvania | : | |
| | : | |
| 529 S. Court Street | : | |
| York, Pennsylvania | : | |
| | : | |

CONSENT AGREEMENT

I. Preliminary Statement

1. This Consent Agreement is entered into by the Director of the Waste and Chemicals Management Division, U.S. Environmental Protection Agency - Region III ("Complainant") and Glen H. Heidlebaugh, Sr. and South End Enterprises, Inc., a/k/a South End Enterprises ("Respondents"), 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 Respondents' alleged failure, as owners and lessors 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, in relation to ten (10) written lease agreements (hereinafter "Lease Agreements Nos. 1-10", respectively) associated with housing located at the following addresses, on the dates as specified:

| Lease Agreement # | Property Location | Unit # | Lease Date (Disclosure Date) |
|-------------------|---|--------|------------------------------|
| 1 | 39 E. South Street York, Pennsylvania | n/a | November 3, 2004 (3/29/05) |
| 2 | 479 S. Pershing Ave York, Pennsylvania | n/a | October 23, 2002 (3/25/05) |
| 3 | 543 S. Court Street York, Pennsylvania | n/a | October 1, 2002 (3/19/05) |
| 4 | 743 S. Court Street York, Pennsylvania | n/a | October 2, 2002 (3/29/05) |
| 5 | 745 S. Court Street York, Pennsylvania | n/a | October 22, 2003 (3/23/05) |
| 6 | 747 S. Court Street York, Pennsylvania | n/a | June 6, 2003 (3/23/05) |
| 7 | 731 S. Court Street York, Pennsylvania | n/a | May 30, 2003 (3/23/05) |
| 8 | 151 S. Queen Street York, Pennsylvania | 1 | March 13, 2004 (3/19/05) |

| | | | |
|----|---|-----|---------------------------|
| 9 | 529 S. Court Street York, Pennsylvania | n/a | March 1, 2005 (3/18/05) |
| 10 | 407 Lindberg Ave York, Pennsylvania | n/a | October 1, 2002 (3/18/05) |

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 III ("Findings of Fact and Conclusions of Law") of this Consent Agreement.

II. Notice of Action to the Commonwealth of Pennsylvania

4. EPA has given the Commonwealth of Pennsylvania prior notice of the issuance of this Consent Agreement and Final Order.

III. General Provisions

5. For purposes of this proceeding, Respondents admit the jurisdictional allegations set forth in this Consent Agreement and the attached Final Order, hereinafter collectively referred to as the "CAFO".
6. Respondents neither admit nor deny the factual allegations and legal conclusions set forth in this Consent Agreement.
7. Respondents agree not to contest the jurisdiction of EPA with respect to the execution of this Consent Agreement, the issuance of the attached Final Order, or the enforcement of this CAFO.
8. For purposes of this proceeding only, Respondents hereby expressly waive any right to contest any issue of law or fact set forth in this Consent Agreement and any right to appeal the accompanying Final Order.
9. Respondents consent to the issuance of this CAFO and agree to comply with its terms and conditions.
10. Respondents shall bear their own costs and attorney's fees.

IV. Findings of Fact and Conclusions of Law

11. 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.
12. Pursuant to RLBPHRA Section I004(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

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“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.”

13. 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.
14. Respondents are and, at all times relevant to this Complaint, were the “owners” and “lessors” of the following “residential dwellings”, as those terms are defined at 40 C.F.R. § 745.103, located in York, Pennsylvania: 39 E. South Street, 479 S. Pershing Avenue, 543 S. Court Street, 743 S. Court Street, 745 S. Court Street, 747 S. Court Street, 731 S. Court Street, 151 S. Queen St., Unit #1, 529 S. Court Street and 407 Lindberg Avenue.
15. The “residential dwellings” referred to above were constructed prior to 1978 and are “target housing” as that term is defined at 40 C.F.R. § 745.103.
16. Pursuant to 40 C.F.R. § 745.103, the term “owner” means any entity that has legal title to target housing, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes and nonprofit organizations, except where a mortgagee holds legal title to property serving as collateral for a mortgage loan, in which case the owner would be the mortgagor.
17. Respondents hold and, at the time of the violations alleged herein, held legal title to the residential dwellings (hereinafter “Target Housing”) identified in Paragraph 14, above, and, therefore, were and are the “owners” of such Target Housing as that term is defined by 40 C.F.R. § 745.103.
18. 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.
19. 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 non-profit organizations.
20. 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/cm²] or 0.5 percent by weight.”
21. On or about November 3, 2004, Respondents entered into a written contract (“Lease Agreement #1) with an individual lessee (hereinafter referred to as “Lessee #1”) to lease the target housing located at 39 E. South Street, York, Pennsylvania (“Target Housing

#1”).

22. On or about October 23, 2002, Respondents entered into a written contract (“Lease Agreement #2”) with an individual lessee (hereinafter referred to as “Lessee #2”) to lease the target housing located at 479 South Pershing Avenue, York, Pennsylvania (“Target Housing #2”).
23. On or about October 1, 2002, Respondents entered into a written contract (“Lease Agreement #3”) with an individual lessee (hereinafter referred to as “Lessee #3”) to lease the target housing located at 543 South Court Street, York, Pennsylvania (“Target Housing #3”).
24. On or about October 2, 2002, Respondents entered into a written contract (“Lease Agreement #4”) with an individual lessee (hereinafter referred to as “Lessee #4”) to lease the target housing located at 743 South Court Street, York, Pennsylvania (“Target Housing #4”).
25. On or about October 22, 2002, Respondents entered into a written contract (“Lease Agreement #5”) with an individual lessee (hereinafter referred to as “Lessee #5”) to lease the target housing located at 745 South Court Street, York, Pennsylvania (“Target Housing #5”).
26. On or about June 6, 2003, Respondents entered into a written contract (“Lease Agreement #6”) with an individual lessee (hereinafter referred to as “Lessee #6”) to lease the target housing located at 747 South Court Street, York, Pennsylvania (“Target Housing #6”).
27. On or about May 30, 2003, Respondents entered into a written contract (“Lease Agreement #7”) with an individual lessee (hereinafter referred to as “Lessee #7”) to lease the target housing located at 731 South Court Street, York, Pennsylvania (“Target Housing #7”).
28. On or about March 13, 2004, Respondents entered into a written contract (“Lease Agreement #8”) with an individual lessee (hereinafter referred to as “Lessee #8”) to lease the target housing located at Unit #1 151 South Queen Street, York, Pennsylvania (“Target Housing #8”).
29. On or about March 1, 2005, Respondents entered into a written contract (“Lease Agreement #9”) with an individual lessee (hereinafter referred to as “Lessee #9”) to lease the target housing located at 529 South Court Street, York, Pennsylvania (“Target Housing #9”).
30. On or about October 1, 2002, Respondents, entered into a written contract (“Lease Agreement #10”) with an individual lessee (hereinafter referred to as “Lessee #10”) to lease the target housing located at 407 Lindberg Avenue, York, Pennsylvania (“Target Housing #10”).

31. Each of the Lease Agreements listed in Paragraph 2, above, was not:
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).
32. Lessees #1, #2, #3, #4, #5, #6, #7, #8, #9, and #10 each moved into, and resided at, the target housing which was the subject of their respective lease agreements during the terms of such Lease Agreements.
33. Lessee #5 occupied Target Housing #5 with his family, which included two (2) children under the age of six years old, one (1) of which had an elevated blood lead level (i.e. a blood lead level equal to or in excess of 10 ug/dL) during the term of Lease #5.
34. At the time that Lease Agreements Nos. 1-10 for the Target Housing were executed for the dwellings listed in paragraphs 21-30, and at all times relevant to the violations alleged herein, Respondents was the “owner” and “lessor” with respect to the leasing of such Target Housing and the lessees were “lessees” of such Target Housing, as those terms are defined in 40 C.F.R. § 745.103.

Counts I-X

35. The allegations contained in Paragraphs 1 through 34 of this Complaint are incorporated by reference herein as though fully set forth at length.
36. Pursuant to 40 C.F.R. § 745.113(b)(1), the lessor is required to include, either as an attachment to or within the lease entered into with a lessee for target housing, a Lead Warning Statement in accordance with language provided therein.
37. Respondents failed to include, either as an attachment to or within Leases Nos. 1 through 10, a Lead Warning Statement in accordance with language provided in 40 C.F.R. § 745.113(b)(1).
38. Pursuant to 40 C.F.R. § 745.118(e), Respondents’ failure to comply with 40 C.F.R. § 745.113(b)(1) by not including, either as an attachment to or within Leases Nos. 1 through 10, a Lead Warning Statement, constitutes ten violations 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.

Counts XI-XX

39. The allegations contained in Paragraphs 1 through 38 of this Complaint are incorporated by reference herein as though fully set forth at length.
40. Pursuant to 40 C.F.R. § 745.113(b)(2), the lessor is required to include, either as an attachment to or within the lease entered into with a lessee for target housing, 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.
41. Respondents failed to include, either as an attachment to or within Leases Nos. 1 through 10, respectively, a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the Target Housing which was the subject of each such lease, or Respondents' lack of knowledge of such presence.
42. Pursuant to 40 C.F.R. § 745.118(e), Respondents' failure to comply with 40 C.F.R. § 745.113(b)(2) by not including, either as an attachment to or within Leases Nos. 1 through 10, a statement disclosing the presence of lead-based paint and/or lead-based paint hazards in the Target Housing which was the subject of each such lease, or Respondents' lack of knowledge of such presence, constitutes ten violations of 40 C.F.R. § 745.113(b)(2), RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5), and TSCA Section 409, 15 U.S.C. § 2689.

V. Civil Penalty

43. In settlement of EPA's claims for civil penalties assessable for the violations alleged in this Consent Agreement, Respondents consent to the joint and several assessment of a civil penalty in the amount of Twenty Four Thousand Nine Hundred and Fifteen Dollars (\$24,915.00), which Respondents shall be liable to pay, jointly and severally, in accordance with the terms set forth below. Such civil penalty amount shall become due and payable immediately upon Respondents' receipt of a true and correct copy of this CAFO.
44. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, EPA is entitled to assess interest, administrative costs and late payment penalties on outstanding debts owed to the United States and a charge to cover the costs of processing and handling a delinquent claim, as more fully described below.
45. In accordance with 40 C.F.R. § 13.11(a) interest on the civil penalty assessed in a Consent Agreement and Final Order will begin to accrue on the date that a copy of the Consent Agreement and Final Order is mailed or hand-delivered to Respondents. However, EPA will not seek to recover interest on any amount of the civil penalty that is paid within thirty (30) calendar days after the date on which such interest begins to accrue. Interest

will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 40 C.F.R. §13.11(a).

46. Respondents shall pay the civil penalty agreed to herein by sending a certified check or cashier's check, or by electronic funds transfer, payable to the order of "**United States Treasury**," to:

U.S. EPA Region III
P.O. Box 371099M
Pittsburgh, PA 15251

Any overnight deliveries shall be sent to:

Mellon Client Service Center
Attention: Shift Supervisor
Lockbox 371099M, Account No. 9109125
500 Ross Street
Pittsburgh, PA 15262-0001

For EFT (electronic wire transfers):

Mellon Bank
Account No. 9109125
ABA No. 043000261
22 Morrow Drive
Pittsburgh, PA 15235

Each payment by Respondents shall reference Respondents' name and address and the Docket Number of this action (TSCA-3-2007-0068).

The Customer Service Phone Number for the above payment centers is:

(412) 234-5805

At the time of payment, Respondents shall send a notice of such payment, including a copy of any check or EFT authorization form and EFT transaction record, as appropriate, to:

Jeffrey S. Nast
Assistant Regional Counsel
U.S. Environmental Protection Agency
Region III (Mail Code 3RC30)
1650 Arch Street
Philadelphia, PA 19103-2029;

and

6/12

Ms. Lydia Guy
Regional Hearing Clerk
U.S. Environmental Protection Agency
Region III (Mail Code 3RC00)
1650 Arch Street
Philadelphia, PA 19103-2029.

47. The aforesaid settlement amount is consistent with the provisions and objectives of TSCA, the RLBPHRA and 40 C.F.R. Part 745, Subpart F. Complainant has determined the appropriate penalty for the violations identified and described in this Consent Agreement based upon consideration of a number of factors, including the penalty criteria set forth in Section 16 of TSCA, *i.e.*, the nature, circumstances, extent, and gravity of the violations and, with respect to the violator, ability to pay, effect on ability to continue to do business, any history of prior such violations, degree of culpability, and such other factors as justice may require. These factors were applied to the particular facts and circumstances of this case with specific reference to EPA's *Real Estate Notification and Disclosure Rule: Final Enforcement Response Policy* (February, 2000).
48. 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.
49. 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).
50. Respondents agree not to deduct for federal tax purposes the civil penalty specified in this Consent Agreement and the accompanying Final Order.

VI. Effect of Settlement

51. Payment of the penalty specified in paragraph 43, above, in the manner set forth in Section V ("Civil Penalty"), above, 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

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

VIII. Certification of Compliance

53. Each Respondent certifies to Complainant, upon investigation, to the best of his/her/its knowledge and belief, that such Respondent, as an "owner" and/or "lessor" of the aforementioned Target Housing, presently is complying 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

54. 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 Respondents, in response to any condition which EPA determines may present an imminent and substantial endangerment to the public health, public welfare, or the environment. In addition, this settlement is subject to all limitations on the scope of resolution and to the reservation of rights set forth in Section 22.18(c) of the Consolidated Rules of Practice. Further, EPA reserves any rights and remedies available to it under TSCA, the RLBPHRA, the regulations promulgated thereunder, and any other federal laws or regulations for which EPA has jurisdiction, to enforce the provisions of this CA/FO, following its filing with the EPA Regional Hearing Clerk.

X. Parties Bound

55. This Consent Agreement and the accompanying Final Order shall apply to and be binding upon the EPA, the Respondents and the Respondents' successors, agents and assigns.
56. The person signing this Consent Agreement on behalf of the Respondent South End Enterprises, Inc. a/k/a South End Enterprises acknowledges and certifies by his/her signature that he/she is fully authorized to enter into this Consent Agreement and to legally bind South End Enterprises, Inc. a/k/a South End Enterprises to the terms and conditions of this Consent Agreement and the accompanying Final Order.

XI. Effective Date

57. The effective date of this Consent Agreement and the accompanying Final Order is the

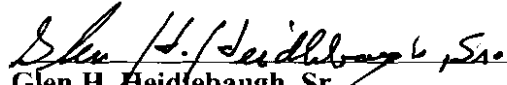
date on which the Final Order, signed by the Regional Administrator of EPA Region III, or his designee, the Regional Judicial Officer, is filed with the EPA Regional Hearing Clerk pursuant to the Consolidated Rules of Practice.

XII. Entire Agreement

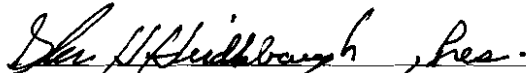
58. This Consent Agreement and the accompanying Final Order constitute the entire agreement and understanding of the parties regarding settlement of all claims pertaining to the specific violations alleged herein and there are no representations, warranties, covenants, terms, or conditions agreed upon between the parties other than those expressed in this CA/FO.

For Respondents, Glen H. Heidlebaugh, Sr. and South End Enterprises, Inc. a/k/a South End Enterprises:

Date: 3-12-07

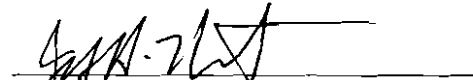

Glen H. Heidlebaugh, Sr.

Date: 3-12-07


Glen H. Heidlebaugh, Sr., President
South End Enterprises, Inc. a/k/a South
End Enterprises


For Complainant:

Date: 3/15/07


Jeffrey S. Nast
Assistant Regional Counsel
Office of Regional Counsel (3RC30)
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: 3/22/07



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

407 Lindberg Avenue :
York, Pennsylvania :
Target Housing. :

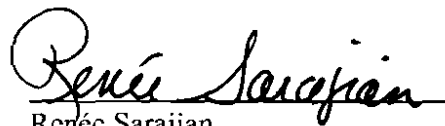
FINAL ORDER

Complainant, the Director of the Waste and Chemicals Management Division, U.S. Environmental Protection Agency - Region III, and the above-captioned Respondents 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 RLBPHRA, and having determined, based on the representations of the parties to the attached Consent Agreement, that the agreed-upon Twenty Four Thousand Nine Hundred and Fifteen Dollars (\$24,915.00) 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 Respondents pay a civil penalty of Twenty Four Thousand Nine Hundred and Fifteen Dollars (\$24,915.00) in accordance with the payment provisions set forth in the attached 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 EPA Regional Hearing Clerk.

Date: 3/27/07


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

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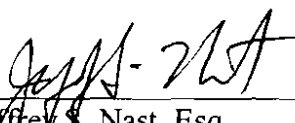
REGIONAL HEARING CLERK
EPA REGION III PHILA. O.F.I.C.

CERTIFICATE OF SERVICE

I, the undersigned, hereby certify that, on March 27, 2007, the original and one true and correct copy of the foregoing Consent Agreement and Final Order was hand-delivered to and filed with the Regional Hearing Clerk (3RC00), U.S. EPA Region III, 1650 Arch Street, Philadelphia, Pennsylvania, and that, on March 27, 2007, a true and correct copy of same was sent via express delivery to the following:

Thompson J. McCullough, Esq.
Law Office
2550 Kingston Road
Suite 323
York, PA 17402

3/27/07
Date



Jeffrey S. Nast, Esq.
Assistant Regional Counsel
U.S. EPA - Region III
Counsel for Complainant
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