

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
Region 2

2017 JUN 23 AM 9:00
U.S. Environmental Protection Agency
Region 2

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In the Matter of :
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: :
Rosmarins Land Holdings, LLC and :
Camp Rosmarin, Inc., :
: :
Respondents. :
: :
Proceeding under Section 16(a) of :
the Toxic Substances Control Act, as amended. :
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**COMPLAINT AND NOTICE OF
OPPORTUNITY FOR HEARING**

Docket No.
TSCA-02-2017-9282

COMPLAINT

This is a civil administrative action instituted pursuant to § 16(a), 15 U.S.C. § 2615(a), of the Toxic Substances Control Act, as amended (“TSCA”), 15 U.S.C. § 2601 *et seq.* This Complaint serves notice of Complainant’s determination that Respondent has violated Section 409 of TSCA, 15 U.S.C. § 2689, by failing to comply with the regulatory requirements of 40 C.F.R. Part 745 Subpart F, which were promulgated pursuant to § 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992, codified at 42 U.S.C. § 4851 *et seq.* (hereinafter “§ 1018”).

Complainant in this proceeding, the Director of the Division of Enforcement and Compliance Assistance (“DECA”), United States Environmental Protection Agency, Region 2 (“EPA”), has been duly delegated the authority to institute this action. Complainant, as and for her Complaint against Respondent, hereby alleges upon information and belief:

1. Respondents are Rosmarins Land Holdings, LLC and Camp Rosmarin, Inc. (hereinafter collectively “Respondents”).
2. Each Respondent is incorporated under the laws of New York State.
3. Each Respondent’s primary place of business is located at 12 School Road, Monroe, New York 10950.
4. Respondent Rosmarins Land Holdings, LLC owns the land and structures at 11 School Road, Monroe, NY.
5. Among the structures at 11 School Road are 96 cottages used as a summer residential colony.
6. The summer residential colony at 11 School Road, Monroe, NY is known as

“Rosmarins” and “Rosmarin Cottages.”

7. The cottages at 11 School Road, Monroe, NY were built prior to 1978.
8. The cottages at 11 School Road, Monroe, NY are “target housing” as that term is defined by § 1004(27) of the Residential Lead-Based Paint Hazard Reduction Act of 1992, 42 U.S.C. § 4851b(27), and 40 C.F.R. § 745.103.
9. Respondent Rosmarins Land Holdings, LLC is an “owner” of target housing as that term is defined by 40 C.F.R. § 745.103.
10. Respondent Camp Rosmarin, Inc. is a business engaged in the operation of a children’s summer day camp, Rosmarins Day Camp, on the property located at 11 School Road, Monroe NY.
11. Respondent Camp Rosmarin, Inc. also acts as a general manager or managing agent of the summer residential colony.
12. The cottages at 11 School Road, Monroe NY are leased by Respondent Camp Rosmarin, Inc. to summer residents.
13. The annual summer lease period to summer residents is from Memorial Day until the Sunday after Labor Day.
14. Respondent Camp Rosmarin Inc. is a “lessor” of target housing as that term is defined by 40 C.F.R. § 745.103.
15. The summer leases are “transactions to sell or lease target housing” within the meaning of 40 C.F.R. § 745.101.
16. The summer leases are not exempt short-term leases within the meaning of 40 C.F.R. § 745.101.
17. The Respondents are subject to the regulations and requirements pertaining to the Lead-Based Paint Disclosure Rule (“Disclosure Rule”) promulgated pursuant to 42 U.S.C. § 4852d, and set forth at 40 C.F.R. Part 745, Subpart F.
18. The Disclosure Rule regulations set forth at 40 C.F.R. Part 745, Subpart F require that the lessors of target housing must take the following actions, among others, prior to lessees becoming obligated to lease target housing:
 - a. Provide to lessees an EPA-approved lead hazard information pamphlet;
 - b. Disclose to lessees the presence of any known lead-based paint (“LBP”) and/or LBP hazards in the target housing being leased;
 - c. Include, either within or as an attachment to the lease contract, a Lead Warning Statement; and
 - d. Provide lessees with any records or reports available to the lessor pertaining to LBP and/or LBP hazards in the target housing being leased. 40 C.F.R. § 745.107
19. Pursuant to 40 C.F.R. § 745.113(b), each contract to lease target housing shall include, as an attachment or within the contract, the following elements:

- a. 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.
- b. 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 hazards (40 C.F.R. § 745.113(b)(2));
- c. A list of any records or reports 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. If no such records or reports are available, the lessor shall so indicate (40 C.F.R. § 745.113(b)(3)); and
- d. 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. § 2696 (40 C.F.R. § 745.113(b)(4)).

Unit 42A

20. On or about July 22, 2016, EPA received a tip/complaint from the lessee of 11 School Road, Unit 42A, in Monroe, New York 10950.
21. The lessee of Unit 42A reported that he and his wife had leased unit 42A from Respondents for Summer 2014 (May 26, 2014 to September 8, 2014), a lease period of 105 days.
22. Prior to January 1, 2015 the lessee of Unit 42A renewed the lease for Summer 2015 (May 25, 2015 to September 13, 2015), a lease period of 111 days.
23. Unit 42A was built in 1956.
24. The lessee of Unit 42A further informed EPA that during the Summer 2014 lease period his first child was 2 years old and his wife was pregnant with their second child.
25. The lessee of Unit 42A further informed EPA that during the Summer 2015 lease period his first child was 3 years old and his second child was 9 months old.
26. Prior to the end of the Summer 2015 lease period, the lessee of Unit 42A contacted Mr. Scott Rosmarin, president of Respondent Camp Rosmarin, Inc., and Property Manager for both Respondents.
27. The lessee of Unit 42A told Mr. Rosmarin that he would like to renew the lease for Unit 42A for the Summer of 2016, provided that Respondents made repairs to the unit. Specifically, the lessee of Unit 42A requested *inter alia* that Respondents remove peeling and chipping paint.

