

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

<b>In the Matter of:</b>	:	
	:	
<b>Mr. Robert Zaccaria</b>	:	<b>U.S. EPA Docket No.</b>
<b>1024 Elmira Street</b>	:	<b>TSCA-03-2009-0125</b>
<b>Williamsport, PA 17701</b>	:	
	:	
<b>Respondent.</b>	:	
	:	
<b>939 Memorial Avenue,</b>	:	<b>Proceeding under Sections 409</b>
<b>Williamsport, PA 17701</b>	:	<b>and 16(a) of the Toxic Substances</b>
	:	<b>Control Act, 15 U.S.C. §§ 2689</b>
<b>Target Housing.</b>	:	<b>and 2615(a)</b>
	:	

**CONSENT AGREEMENT**

**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”) and Robert Zaccaria (“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, Subpart F (the “Disclosure Rule”), 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 to comply with requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (“RLBPHRA”), 42 U.S.C. §§ 4851 *et seq.*, and regulations promulgated thereunder, as set forth in 40 C.F.R. Part 745, Subpart F, which statutory and regulatory provisions are enforceable pursuant to RLBPHRA Section 1018(b)(5), 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 22.18(b)(2) and (3) of the *Consolidated Rules of Practice*, EPA hereby simultaneously commences and resolves, as part of the settlement set forth herein, the claims identified 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 "CA/FO".
6. Except as provided in Paragraph 5, immediately above, for the purposes of this proceeding only, Respondent neither admits nor denies the specific factual allegations set forth in this Consent Agreement and the attached Final Order.
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 CA/FO.
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 CA/FO and agree to comply with its terms and conditions.
10. Each Party to this Consent Agreement shall bear its 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 22.18(b)(2) and (3) of the Consolidated Rules of Practice, EPA alleges and adopts the Findings of Fact and Conclusions of Law set forth immediately below.
12. 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."
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. Pursuant to RLBPHRA Section 1004(24), 42 U.S.C. § 4851b(24), and TSCA Section 401(15), 15 U.S.C. § 2681(15), the term “residential real property” means real property on which there is situated one 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 or more persons.
15. The property located at 939 Memorial Avenue, Williamsport, PA 17701 consists of and, at all times relevant to the violations alleged herein consisted of, real property on which there was situated a residential dwelling in the form of a structure containing one separate residential dwelling unit, and in which such unit was used or occupied, or was intended to be used or occupied, in whole or in part, as the residence of one or more persons.
16. The residential dwelling situated on the residential real property located at 939 Memorial Avenue, Williamsport, PA 17701 is housing constructed prior to 1978.
17. The residential dwelling situated on the residential real property located at 939 Memorial Avenue, Williamsport, PA 17701 is housing that presently is not, and at the time of the violations alleged herein was not, housing used for the elderly or persons with disabilities or a 0-bedroom dwelling as defined by 40 C.F.R. § 745.103.
18. The residential dwelling situated on the residential real property located at 939 Memorial Avenue, Williamsport, PA 17701 is “target housing” within the meaning of RLBPHRA Section 1004(27), 42 U.S.C. § 4581b(27), TSCA Section 401(17), 15 U.S.C. § 2681(17), and 40 C.F.R. § 745.103.
19. 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.
20. 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.
21. 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.

22. 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.”
23. Pursuant to 40 C.F.R. § 745.103, the term “lead-based paint hazards” 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.”
24. The disclosure requirements for sellers and lessors are set forth at 40 C.F.R. § 745.107 and provide, in pertinent part, that:

(a) The following activities shall be completed before the purchaser or lessee is obligated under any contract to purchase or lease target housing that is not otherwise an exempt transaction pursuant to [40 C.F.R.] § 745.101. Nothing in this section implies a positive obligation on the seller or lessor to conduct any evaluation or reduction activities.

(1) The seller or lessor shall provide the purchaser or lessee with an EPA-approved lead hazard information pamphlet. Such pamphlets include the EPA document entitled *Protect Your Family From Lead in Your Home* (EPA #747-K-94-001) or an equivalent pamphlet that has been approved for use in that State by EPA.

25. The certification and acknowledgment of disclosure requirements applicable to lessors are set forth at 40 C.F.R. § 745.113 and provide, in pertinent part, as follows:

(b) *Lessor requirements.* Each contract to lease target housing shall include, as an attachment or within the contract, the following elements, in the language of the contract (e.g., English, Spanish):

- (1) 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.

(2) 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.

(3) 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.

(4) A statement by the lessee affirming receipt of the information set out in paragraphs (b)(2) and (b)(3) of this [40 C.F.R.] section [745.113] and the lead hazard information pamphlet required under 15 U.S.C. [§ 2686].

(5) When one or more agents are involved in the transaction to lease target housing on behalf of the lessor, a statement that:

(i) The agent has informed the lessor of the [lessor's] obligations under 42 U.S.C. 4852d; and

(ii) The agent is aware of his/her duty to ensure compliance with the requirements of this subpart.

(6) The signatures of the lessors, agents and lessees, certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of signature.

\* \* \*

(c) *Retention of Certification and Acknowledgment Information.*

(1) \* \* \* The lessor, and any agent, shall retain a copy of the completed attachment or lease contract containing the information required under paragraph (b) of this [40 C.F.R.] section [745.113] for no less than 3 years from the commencement of the leasing period.

26. The enforcement provisions of 40 C.F.R. § 745.118(e) and (f) state that:

\* \* \*

(e) Failure or refusal to comply with [40 C.F.R.] § 745.107 (disclosure requirements for sellers and lessors), [40 C.F.R.] § 745.110 (opportunity to

conduct an evaluation), [40 C.F.R.] § 745.113 (certification and acknowledgment of disclosure) or [40 C.F.R.] § 745.115 (agent responsibilities) is a violation of [RLBPHRA Section 1018(b)(5),] 42 U.S.C. 4852d(b)(5) and of TSCA section 409 (15 U.S.C. 2689).

(f) Violators may be subject to civil and criminal sanctions pursuant to TSCA section 16 (15 U.S.C. 2615) for each violation. For purposes of enforcing this subpart [40 C.F.R. Part 745, Subpart F], the penalty for each violation applicable under 15 U.S.C. 2615 shall not be more than \$11,000 for all violations occurring after July 28, 1997; all violations occurring on or prior to that date are subject to a penalty not more than \$10,000.

27. At all times relevant to the violations alleged in this CA/FO, Respondent was the owner of the target housing and residential dwelling unit located at 939 Memorial Avenue, Williamsport, PA 17701 ("Target Housing").
28. On April 18, 2007, an oral lease ("Lease Agreement") for the Target Housing unit was entered into by and between the Respondent, as the lessor of such unit, and one or more Target Housing lessees.

**COUNT 1**

**Violation of 40 C.F.R. § 745.113(b)(1)**  
*Failure to Comply with the Requirements of*  
*40 C.F.R. § 745.113(b)(1)*  
*In Relation To Lease Agreement*

29. The allegations contained in Paragraphs 1 through 28, above, of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
30. Pursuant to the "*Lessor requirements*" of 40 C.F.R. § 745.113(b)(1), which requirements are recited fully in Paragraph 25, above, each contract to lease target housing shall include, as an attachment or within the contract, a Lead Warning Statement with the language set forth in 40 C.F.R. § 745.113(b)(1).
31. The Lease Agreement failed to include, as an attachment to or within the contract, a Lead Warning Statement containing the language set forth in, and required by, 40 C.F.R. § 745.113(b)(1).
32. The failure of Respondent to include a Lead Warning Statement containing the language set forth in 40 C.F.R. § 745.113(b)(1) either within, or as an attachment to, the Lease Agreement, constitutes a violation of 40 C.F.R. § 745.113(b)(1), TSCA Section 409, 15 U.S.C. § 2689, and RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5).

**COUNT 2**

**Violation of 40 C.F.R. § 745.113(b)(2)**  
*Failure to Comply with the Requirements of  
40 C.F.R. § 745.113(b)(2)  
In Relation To Lease Agreement*

33. The allegations contained in Paragraphs 1 through 32, above, of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
34. Pursuant to the “*Lessor requirements*” of 40 C.F.R. § 745.113(b)(2), which requirements are recited fully in Paragraph 25, above, 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 (including any additional information available concerning known lead-based paint and/or lead-based paint hazards) or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards.
35. The Lease Agreement failed to 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 respective target housing.
36. The failure of Respondent to include as an attachment to, or within, the Lease Agreement, 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, constitutes a violation of 40 C.F.R. § 745.113(b)(2), TSCA Section 409, 15 U.S.C. § 2689, and RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5).

**COUNT 3**

**Violation of 40 C.F.R. § 745.113(b)(3)**  
*Failure to Comply with the Requirements of  
40 C.F.R. § 745.113(b)(3)  
In Relation To Lease Agreement*

37. The allegations contained in Paragraphs 1 through 36, above, of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
38. Pursuant to the “*Lessor requirements*” of 40 C.F.R. § 745.113(b)(3), which requirements are recited fully in Paragraph 25, above, each contract to lease target housing shall include, as an attachment or within the contract, 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 and, if no such records or reports are available, the

lessor shall so indicate.

39. The Lease Agreement failed to include, as an attachment to or within such contract, either a list of those records or reports pertaining to lead-based paint and/or lead-based paint hazards in the Target Housing that were available to the lessor at the time of such lease transaction, or an indication that no such records or reports were available to the lessor at the time of the lease transaction, as required by 40 C.F.R. § 745.113(b)(3).
40. At the time of the Lease Agreement, there were no records or reports available to the Respondent which pertained to lead-based paint and/or lead-based paint hazards in the Target Housing.
41. The failure of Respondent to include as an attachment to, or within, the Lease Agreement any indication that there were no records or reports available to the lessor pertaining to lead-based paint and/or lead-based paint hazards in the Target housing at the time of the Lease Agreement constitutes a violation of 40 C.F.R. § 745.113(b)(3), TSCA Section 409, 15 U.S.C. § 2689, and RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5).

**COUNT 4**

**Violations of 40 C.F.R. § 745.113(b)(4)**  
*Failure to Comply with the Requirements of*  
*40 C.F.R. § 745.113(b)(4)*  
*In Relation To Lease Agreement*

42. The allegations contained in Paragraphs 1 through 41, above, of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
43. Pursuant to the “*Lessor requirements*” of 40 C.F.R. § 745.113(b)(4), which requirements are recited fully in Paragraph 25, above, 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 paragraphs (b)(2) and (b)(3) of 40 C.F.R. § 745.113 and the lead hazard information pamphlet required under 15 U.S.C. § 2686.
44. The Lease Agreement failed to include, as an attachment to or within such contract, a statement by the Target Housing lessee(s) affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3), and of the lead hazard information pamphlet required under 15 U.S.C. § 2686.
45. The failure of Respondent to include as an attachment to, or within, the Lease Agreement, a statement by the Target Housing lessee(s) affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3), and of the lead hazard information pamphlet required under 15 U.S.C. § 2686, constitutes a violation of 40 C.F.R. § 745.113(b)(4), TSCA Section 409, 15 U.S.C. § 2689, and RLBPHRA Section 1018(b)(5), 42 U.S.C.



§ 4852d(b)(5).

**COUNT 5**

**Violations of 40 C.F.R. § 745.113(b)(6)**  
*Failure to Comply with the Requirements of  
40 C.F.R. § 745.113(b)(6)  
In Relation To Lease Agreement*

46. The allegations contained in Paragraphs 1 through 45, above, of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
47. Pursuant to the “*Lessor requirements*” of 40 C.F.R. § 745.113(b)(6), which requirements are recited fully in Paragraph 25, above, each contract to lease target housing shall include, as an attachment or within the contract, the signatures of the lessors, agents and lessees, certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of signature.
48. The Lease Agreement failed to include, as an attachment to or within such contract, the signatures of the lessor and lessee(s), certifying to the accuracy of their statements, to the best of their knowledge, and the dates of signature.
49. The failure of Respondent to include as an attachment to, or within, the Lease Agreement, the signatures of the lessor and lessee(s), certifying to the accuracy of their statements, to the best of their knowledge, and the dates of signature, constitutes a violation of 40 C.F.R. § 745.113(b)(6), TSCA Section 409, 15 U.S.C. § 2689, and RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5).

**V. CERTIFICATION OF COMPLIANCE**

50. Respondent certifies to EPA, upon investigation, to the best of its knowledge and belief, that it currently is complying with the provisions of TSCA, and the regulations promulgated thereunder at 40 C.F.R. Part 745, Subpart F, that are referenced in this Consent Agreement.

**VI. CIVIL PENALTY**

51. In settlement of EPA’s claims for civil penalties for the violations alleged in this Consent Agreement, Respondent agrees to pay a civil penalty in the amount of **Ten Thousand Dollars (\$10,000.00)** in accordance with the provisions set forth below. The civil penalty shall become due and payable immediately upon Respondent’s receipt of a true and correct copy of the CA/FO. In order to avoid the assessment of interest, administrative costs and late payment penalties in connection with such civil penalty, Respondent must pay such civil penalty no later than thirty (30) calendar days after the date on which this CA/FO is mailed or hand-delivered to Respondent.

52. 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, 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 the Disclosure Rule violations alleged herein 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.

53. All civil monetary penalty payments required pursuant to this Section VI ("Civil Penalty"), shall be made by certified check or cashier's check, or by electronic funds 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-03-2009-0125;
- 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 and mailed to:

U.S. Environmental Protection Agency – Fines and Penalties  
Cincinnati Finance Center  
P.O. Box 979077  
St. Louis, MO 63197-9000

Contact: Natalie Pearson, 314-418-4087

- d. All payments made by check and sent by overnight delivery service shall be addressed and mailed to:

U.S. Environmental Protection Agency – Fines and Penalties  
U.S. Bank  
1005 Convention Plaza  
Mail Station SL-MO-C2GL  
St. Louis, MO 63101

Contact: Natalie Pearson, 314-418-4087

- e. All payments made by electronic wire transfer shall be directed to:

Federal Reserve Bank of New York  
ABA = 021030004  
Account = 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”

- f. All electronic payments made through the automated clearinghouse (ACH), also known as Remittance Express (REX), shall be directed to:

Automated Clearinghouse (ACH) for receiving US currency  
PNC Bank  
808 17th Street, NW  
Washington, DC 20074  
Contact: Jesse White 301-887-6548

ABA = 051036706  
Transaction Code 22 - Checking  
Environmental Protection Agency  
Account 310006  
CTX Format

- g. On-Line Payment Option:

WWW.PAY.GOV

Enter sfo 1.1 in the search field. Open and complete the form.

- h. The customer service phone numbers for the above payment centers are:

212-720-5000 (wire transfers, Federal Reserve Bank of New York)  
800-762-4224 (ACH/Wire Info, PNC Bank)

Additional payment guidance is available at:

[http://www.epa.gov/ocfo/finservices/make\\_a\\_payment\\_cin.htm](http://www.epa.gov/ocfo/finservices/make_a_payment_cin.htm)

- i. At the same time that payment is made, Respondents shall mail copies of any corresponding check, or written notification confirming any electronic wire transfer to:

Ms. Lydia Guy  
Regional Hearing Clerk (3RC00)  
U.S. EPA, Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029;

and

Brianna Tindall  
Assistant Regional Counsel (3RC30)  
U.S. EPA, Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029.

54. 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.
55. In accordance with 40 C.F.R. § 13.11(a), interest on the civil penalty assessed in this CA/FO begins to accrue on the date that a copy of this Consent Agreement and the accompanying Final Order are mailed or hand-delivered to Respondent. However, EPA will not seek to recover interest on any amount of such 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).
56. The costs of the Agency's administrative handling of overdue debts will be charged and assessed monthly throughout the period a debt is overdue. 40 C.F.R. § 13.11(b). Pursuant to Appendix 2 of EPA's *Resources Management Directives - Cash*

*Management*, Chapter 9, EPA will assess a \$15.00 administrative handling charge for administrative costs on unpaid penalties for the first thirty (30) day period after the payment is due and an additional \$15.00 for each subsequent thirty (30) days the penalty remains unpaid.

57. A late payment penalty of six percent (6%) per year will be assessed monthly on any portion of a 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 a debt be required, it shall accrue from the first day payment is delinquent. 31 C.F.R. § 901.9(d).
58. Respondent agrees not to deduct for federal tax purposes the civil monetary penalty specified in this Consent Agreement and the accompanying Final Order.

#### **VII. SUBMISSION REQUIREMENTS**

59. All documents, reports, notices and correspondence to be submitted or sent pursuant to or concerning this CA/FO shall be sent by: certified mail, return receipt requested; overnight delivery (*by Federal Express or other non-U.S. Postal Service Express mail*) or by hand delivery, as follows:

Demian Ellis  
Lead Compliance Officer (3LC61)  
United States Environmental Protection Agency, Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029;

and

Brianna Tindall  
Assistant Regional Counsel (3RC30)  
United States Environmental Protection Agency, Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029.

#### **IX. OTHER APPLICABLE LAWS**

60. Nothing in this CA/FO shall relieve the Respondent of any duties otherwise imposed upon him by applicable federal, state or local laws and/or regulations.

#### **X. RESERVATION OF RIGHTS**

61. EPA reserves the right to commence action against any person or persons, 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. This CA/FO is not intended, and shall not be construed, to resolve any claim for criminal sanctions now pending or that may be sought in the future, and shall not limit the right of the United States to pursue criminal sanctions for any violation of law. In addition, EPA reserves any rights and remedies available to it under TSCA, the regulations promulgated thereunder, and any other federal laws or regulations for which it has jurisdiction, to enforce the provisions of this CA/FO, following its filing with the Regional Hearing Clerk. Nothing in this CA/FO shall constitute or be construed as a release of Respondent from any claim, cause of action, or demand in law or equity by any person, firm, partnership, or corporation not bound by this CA/FO for any liability relating in any way to the presence of lead-based paint and/or lead-based paint hazards at or in the Target Housing which is the subject of this CA/FO.

#### **XI. FULL AND FINAL SATISFACTION**

62. This CA/FO constitutes a settlement by EPA of all claims for civil penalties pursuant to Section 16(a) of TSCA, 15 U.S.C. § 2615(a), for the specific violations alleged in the Consent Agreement.

#### **XII. EFFECTIVE DATE**

63. The effective date of this Consent Agreement and of the attached 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 Regional Hearing Clerk.

#### **XIII. ENTIRE AGREEMENT**

64. This Consent Agreement and the attached Final Order constitute the entire agreement and understanding of the Parties concerning settlement of the above-captioned action and there are no representations, warranties, covenants, terms or conditions agreed upon between the Parties other than those expressed in this Consent Agreement and the attached Final Order.

#### **XIV. EXECUTION**

65. The Respondent certifies by his signature hereto that he is legally binding himself, as an individual, to the terms and conditions of this Consent Agreement and the accompanying Final Order.

In the Matter of:  
Robert Zaccaria

Consent Agreement  
Docket No. TSCA-03-2009-0125

**For Respondent Robert Zaccaria:**

Date: 3/19/09

By: R. A. Zaccaria  
Robert Zaccaria

**For Complainant:**

Date: 3/31/09

By: Brianna Tindall  
Brianna Tindall  
Assistant Regional Counsel

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

Date: 4/8/09

By: Abraham Ferdas  
Abraham Ferdas, Director  
Land and Chemicals Division

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

<b>In the Matter of:</b>	:	
	:	
<b>Mr. Robert Zaccaria</b>	:	<b>U.S. EPA Docket No.</b>
<b>1024 Elmira Street</b>	:	<b>TSCA-03-2009-0125</b>
<b>Williamsport, PA 17701</b>	:	
	:	<b>Proceeding under Sections 409</b>
<b>Respondent.</b>	:	<b>and 16(a) of the Toxic Substances</b>
	:	<b>Control Act, 15 U.S.C. §§ 2689</b>
	:	<b>and 2615(a)</b>

**FINAL ORDER**

Complainant, the Director of the Land and Chemicals Division, U.S. Environmental Protection Agency - Region III, and Respondent, Robert Zaccaria, have executed a document entitled "Consent Agreement", which I hereby ratify as a Consent Agreement in accordance with *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits* ("*Consolidated Rules of Practice*"), published at 40 C.F.R. Part 22. The terms of the foregoing Consent Agreement are accepted by the undersigned and incorporated into this Final Order as if set forth fully herein.

**NOW, THEREFORE, PURSUANT TO** Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 ("Lead Paint Disclosure Act"), 42 U.S.C. §§ 4851 *et seq.* and 40 C.F.R. Part 745, Subpart F, which authorizes the assessment of a civil penalty under Section 16 of TSCA, 15 U.S.C. § 2615, for violations of the Lead Paint Disclosure Act, and the *Consolidated Rules of Practice*, and having determined, based on the representations of the parties to the attached Consent Agreement, that the civil penalty agreed to therein was based upon 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 Ten Thousand Dollars



(\$ 10,000.00), and comply with the terms and conditions of the attached Consent Agreement.

The effective date of this Final Order and the accompanying Consent Agreement is the date on which the Final Order, signed by the Regional Administrator of U.S. EPA Region III or the Regional Judicial Officer, is filed with the Regional Hearing Clerk of U.S. EPA - Region III.

Date: 4/8/09

By: Renée Sarajian

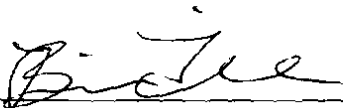
Renée Sarajian  
Regional Judicial Officer  
U.S. EPA, Region III

**CERTIFICATE OF SERVICE**

I certify that on the date noted below, I sent by Overnight Delivery Service, a copy of the Consent Agreement and Final Order, **In the Matter of: Robert Zaccaria, U.S. EPA Docket Number TSCA-03-2009-0125**, to the persons and addresses listed below. The original Consent Agreement and Final Order were hand-delivered to the Regional Hearing Clerk, U.S. EPA Region III.

**Mr. David C. Shipman, Esquire  
Elion, Wayne, Grieco, Carlucci, Shipman & Irwin, P.C.  
125 East Third Street  
Williamsport, PA 17701**

Dated: 4/9/09

  
\_\_\_\_\_  
Brianna Tindall  
Assistant Regional Counsel  
Office of Regional Counsel  
EPA, Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029