

**ENVIRONMENTAL PROTECTION AGENCY
REGION III**

In the Matter of:

**SEWELL & DIANNE HARRIS
Manchester, Pennsylvania 17345**

Respondents.

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Docket No. TSCA-03-2011-0295

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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" or "Agency") and Sewell and Dianne Harris ("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 owner and lessor of certain housing, to comply with requirements of 40 C.F.R. Part 745, Subpart F, Section 1018(b)(5) of the Residential Lead-Based Paint Hazard Reduction Act ("RLBPHRA"), 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.
3. In accordance with 40 C.F.R. § 22.13(b) and .18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant hereby simultaneously commences and resolves, as part of the settlement set forth herein, EPA's civil claims alleged in Section IV ("Findings of Fact and Conclusions of Law") of this Consent Agreement.

II. JURISDICTION

4. The U.S. Environmental Protection Agency and the Office of Administrative Law Judges of the EPA have jurisdiction over the above-captioned matter pursuant to Sections 16 and 409 of TSCA, 15 U.S.C. §§ 2615 and 2689, Section 1018 of Title X of the RLBPHRA, 42 U.S.C. § 4852d, 40 C.F.R. Part 745, Subpart F, and 40 C.F.R. §§ 22.1(a)(5) and 22.4 of the *Consolidated Rules of Practice*.

III. GENERAL PROVISIONS

5. For purposes of this proceeding, Respondents admit the jurisdictional allegations set forth in this Consent Agreement and the attached Final Order, hereinafter collectively referred

to as the "CAFO".

6. Except as provided in Paragraph 5 of this Consent Agreement, for purposes of this proceeding, Respondents neither admit or 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 accompanying 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. 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 .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 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. Respondents are and, at all times relevant to the violations alleged in this Consent Agreement, 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 at: 35 N. West Street, 37 N. West Street, 39 N. West Street, and 639 Roosevelt Avenue, and as outlined below:

Counts	Lease Transaction Number and Property Address	Lease Date
1, 22, 35, 45, 55	1. 35 N. West Street, Apartment #2	8/15/07
2, 23, 36, 46, 56	2. 35 N. West Street, Apartment #2	2/25/08
3, 14, 18, 24, 57	3. 37 N. West Street, Apartment #1	2/2/10
4, 15, 19, 25, 58	4. 37 N. West Street, Apartment #1	oral (7/07)
5, 16, 20, 26, 59	5. 37 N. West Street, Apartment #3	7/14/07
6, 17, 21, 27, 37, 47, 60	6. 39 N. West Street, Apartment #1	oral (10/02)
7, 28, 38, 48, 61	7. 39 N. West Street, Apartment #2	1/5/07
8, 29, 39, 49, 62	8. 39 N. West Street, Apartment #2	8/18/07
9, 30, 40, 50, 63	9. 39 N. West Street, Apartment #2	11/13/09
10, 31, 41, 51, 64	10. 39 N. West Street, Apartment #3	1/24/10
11, 32, 42, 52, 65	11. 639 Roosevelt Avenue	11/2/09
12, 33, 43, 53, 66	12. 639 Roosevelt Avenue	12/1/08
13, 34, 44, 54, 67	13. 639 Roosevelt Avenue	9/11/09

15. Each of the residential dwellings referred to above was constructed prior to 1978 and is "target housing" as that term is defined at 40 C.F.R. § 745.103. Each such residential dwelling is hereinafter referred as the "Target Housing."
16. 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."
17. None of the lease agreements associated with the Target Housing involved:
 - (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).

18. Lessees moved into, and resided at, each Target Housing unit during the term of the lease agreement for each such Target Housing.
19. At the time that the relevant lease agreement for each Target Housing was executed, and at all times relevant to the violations alleged herein, the lessees of such Target Housing units were “lessees” of the Target Housing, as those terms are defined in 40 C.F.R. § 745.103.

COUNTS 1-13

20. The allegations contained in Paragraphs 1 through 19 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
21. Pursuant to 40 C.F.R. § 745.107(a)(1), the lessor is required to provide the lessee, prior to the lessee’s obligation under any contract to lease target housing, with an EPA-approved lead hazard information pamphlet.
22. None of the lessees for Lease Transactions 1 - 13 were provided, prior to the their obligation to lease the target housing, with an EPA-approved lead hazard information pamphlet.
23. Respondents’ failure to provide each lessee associated with Lease Transactions 1 -13 with the EPA-approved lead hazard information pamphlet, constitutes 13 violations of 40 C.F.R. § 745.107(a)(1), RLPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5), and TSCA Section 409, 15 U.S.C. § 2689.

COUNTS 14-17

24. The allegations contained in Paragraphs 1 through 23 of this Consent Agreement are

incorporated by reference herein as though fully set forth at length.

25. Pursuant to 40 C.F.R. § 745.107(a)(2), the lessor is required to disclose to the lessee, prior to the lessee's obligation under any contract to lease target housing, the presence of known lead-based paint and/or lead-based paint hazards in the target housing.
26. Respondents did not disclose to the lessees associated with Lease Transactions 3, 4, 5, and 6, prior to their obligation to lease the target housing, the presence of known lead-based paint and/or lead-based paint hazards in the target housing.
27. Respondents' failure to disclose to each lessee associated with Lease Transactions 3, 4, 5, and 6 the presence of known lead-based paint and/or lead-based paint hazards, constitutes four violations of 40 C.F.R. § 745.107(a)(2), RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5), and TSCA Section 409, 15 U.S.C. § 2689.

COUNTS 18-21

28. The allegations contained in Paragraphs 1 through 27 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
29. Pursuant to 40 C.F.R. § 745.107(a)(4), the lessor is required to provide the lessee, prior to the lessee's obligation under any contract to lease target housing, any records or reports which were available to the lessor pertaining to lead-based paint and/or lead-based paint hazards in the housing.
30. Respondents did not provide the lessees associated with Lease Transactions 3, 4, 5, and 6, prior to their obligation to lease the target housing, any records or reports which were available to them pertaining to lead-based paint or lead-based paint hazards in the target housing.
31. Respondents' failure to disclose to each lessee associated with Lease Transactions 3, 4, 5, and 6, prior to their obligation to lease the target housing, available records or reports pertaining to lead-based paint or lead-based paint hazards in the target housing, constitutes four violations of 40 C.F.R. § 745.107(a)(4), RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5), and TSCA Section 409, 15 U.S.C. § 2689.

COUNTS 22-34

32. The allegations contained in Paragraphs 1 through 31 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.

33. Pursuant to 40 C.F.R. § 745.113(b)(1), the lessor is required to include, either as an attachment to or within the contract for lease, a Lead Warning Statement in accordance with language provided therein.
34. The contracts for Lease Transactions 1-13 did not include, as an attachment to or within such contracts, a Lead Warning Statement containing the language set forth in, and required by, 40 C.F.R. § 745.113(b)(1).
35. Respondents' failure to include, as an attachment to or within Lease Transactions 1- 13, a Lead Warning Statement, constitutes thirteen 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 35-44

36. The allegations contained in Paragraphs 1 through 35 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
37. Pursuant to 40 C.F.R. § 745.113(b)(2), the lessor is required to include, either as an attachment to or within the contract for lease, a statement disclosing the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or lessor's lack of knowledge of such presence.
38. The contracts for Lease Transactions 1-2 and 6-13 did not include, as an attachment to or within such contracts, 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.
39. Respondents' failure to include, either as an attachment to or within the contracts for Lease Transactions 1-2 and 6-13, a statement disclosing the presence of lead-based paint and/or lead-based paint hazards in the Target Housing which was the subject of such lease, or 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.

COUNTS 45-54

40. The allegations contained in Paragraphs 1 through 39 of this Consent Agreement are

incorporated by reference herein as though fully set forth at length.

41. Pursuant to 40 C.F.R. § 745.113(b)(3), the lessor is required to include, either as an attachment to or within the contract for lease, a list of records or reports which were available to the lessor pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the lessee or to indicate that no such records or reports were available.
42. The contracts for Lease Transactions 1-2 and 6-13 did not include, as an attachment to or within each such contract, a list of records or reports which were available to the lessor pertaining to lead-based paint or lead-based paint hazards in the Target Housing that was provided to the lessees or did not indicate that no such records or reports were available.
43. Respondents' failure to include, either as an attachment to or within the contracts for Lease Transactions 1-2 and 6-13, a list of records or reports which were available to the lessor pertaining to lead-based paint or lead-based paint hazards in the Target Housing that were provided to the lessees or not indicating that no such records or reports were available, constitutes ten violations of 40 C.F.R. § 745.113(b)(3), RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5), and TSCA Section 409, 15 U.S.C. § 2689.

COUNTS 55-67

44. The allegations contained in Paragraphs 1 through 43 of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
45. Pursuant to 40 C.F.R. § 745.113(b)(6), the lessor is required to include, either as an attachment to or within the contract for lease the signatures of the lessor, agent and lessee certifying to the accuracy of their statements, as well as dates of signature.
46. The contracts for Lease Transactions 1-13 did not include, as an attachment to or within such contract, the signature of the lessee certifying to the accuracy of his/her statements, as well as date of signature.
47. Respondents' failure to include, either as an attachment to or within Lease Transactions 1-13, the signatures of the lessees certifying to the accuracy of their statements, as well as dates of signature, constitutes ten violations of 40 C.F.R. § 745.113(b)(6), RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5), and TSCA Section 409, 15 U.S.C. § 2689.

V. CIVIL PENALTY

48. In settlement of EPA's claims for civil penalties assessable for the violations alleged in this Consent Agreement, Respondents consent to the assessment of a civil penalty in the amount of five thousand four hundred sixty-two dollars (\$5,462.00) which Respondents shall be liable to pay 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.
49. Respondents have asserted that they will not be able to pay the civil penalty amount in full within thirty (30) calendar days of the date on which this CAFO is mailed or hand-delivered to them. As a result, it is the understanding of the Parties that Respondents will pay the civil penalty in 6 monthly installments and will pay interest at the rate of 1% per annum on the outstanding principal balance according to the following schedule:
- 1st payment is due within 30 days of the date on which the CAFO is mailed to the Respondents = \$3,000.00;
- 2nd payment is due within 60 days of the date on which the CAFO is mailed to the Respondents = \$493.63;
- 3rd payment is due within 90 days of the date on which the CAFO is mailed to the Respondents = \$493.63;
- 4th payment is due within 120 days of the date on which the CAFO is mailed to the Respondents = \$493.63;
- 5th payment is due within 150 days of the date on which the CAFO is mailed to the Respondents = \$493.63; and
- 6th payment is due within 180 days of the date on which the CAFO is mailed to the Respondents = \$493.63.
- Under this proposed repayment schedule, Respondents will pay the civil penalty of \$5,462.00 plus interest of \$6.15.
50. 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 Respondents', ability to pay, effect

on ability to continue to do business, any history of prior such violations, the degree of culpability, and such other matters as justice may require. These factors were applied to the particular facts and circumstances of this case with specific reference to EPA's *Section 1018 — Disclosure Rule Enforcement Response and Penalty Policy* ("December 2007 ERPP"). EPA also has considered the *Adjustment of Civil Monetary Penalties for Inflation*, as set forth in 40 C.F.R. Part 19, and the September 21, 2004 memorandum by Acting EPA Assistant Administrator Thomas V. Skinner entitled, *Modifications to EPA Penalty Policies to Implement the Civil Monetary Penalty Inflation Adjustment Rule* ("2004 Skinner Memorandum"). Pursuant to 40 C.F.R. Part 19, penalties for Disclosure Rule violations occurring after January 30, 1997 were increased by 10% to account for inflation, thereby adjusting the statutory maximum penalty to \$11,000. While the statutory maximum penalty for Disclosure Rule violations remains at \$11,000, 40 C.F.R. Part 19 and the 2004 Skinner Memorandum provide that penalties for Disclosure Rule violations occurring after March 15, 2004, are to be increased by an additional 17.23% to account for subsequent inflation, not to exceed the aforementioned \$11,000 limitation. The December 2007 ERPP recognizes and incorporates the above penalty inflation adjustment requirements in its penalty calculation methodology, guidance and appended matrices.

51. Payment of the civil penalty amount assessed in paragraph 48 or 49, above, shall be made by either cashier's check, certified check, or electronic wire transfer, in the following manner:
- A. All payments by Respondents shall reference Respondents' name and address, and the Docket Number of this action, *i.e.*, TSCA-03-2011-0290;
 - B. All checks shall be made payable to "**United States Treasury**";
 - C. All payments made by check and sent by regular mail shall be addressed to:

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

Contact: Eric Volck 513-487-2105

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

U.S. Bank
Government Lockbox 979077
U.S. EPA, Fines & Penalties
1005 Convention Plaza
Mail Station SL-MO-C2-GL
St. Louis, MO 63101

Contact: 314-418-1028

- E. All payments made by check in any currency drawn on banks with no USA branches shall be addressed for delivery to:

Cincinnati Finance
US EPA, MS-NWD
26 W. M.L. King Drive
Cincinnati, OH 45268-0001

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

Federal Reserve Bank of New York
ABA = 021030004
Account No. = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, NY 10045

Field Tag 4200 of the Fedwire message should read:
"D 68010727 Environmental Protection Agency"

- G. All electronic payments made through the Automated Clearinghouse (ACH), also known as Remittance Express (REX), shall be directed to:

US Treasury REX / Cashlink ACH Receiver
ABA = 051036706
Account No.: 310006, Environmental Protection Agency
CTX Format Transaction Code 22 - Checking

Physical location of U.S. Treasury facility:
5700 Rivertech Court
Riverdale, MD 20737
Contact: Jesse White 301-887-6548 or REX, 1-866-234-5681

H. On-Line Payment Option:

WWW.PAY.GOV/PAYGOV

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

I. Additional payment guidance is available at:

http://www.epa.gov/ocfo/finservices/make_a_payment.htm

J. Payment by Respondents shall reference Respondents' name and address, and the EPA Docket Number of this CAFO. A copy of Respondents' check or a copy of Respondents' electronic fund transfer shall be sent simultaneously to:

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

and

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

52. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, EPA is entitled to assess interest and late payment penalties on outstanding debts owed to the United States and a charge to cover the costs of processing and handling a delinquent claim, as more fully described below. Accordingly, Respondents' failure to make timely payment or to comply with the conditions in this CAFO shall result in the assessment of late payment charges including interest, penalties, and/or administrative costs of handling delinquent debts.

53. Interest on the civil penalty assessed in this CAFO will begin to accrue on the date that a copy of this CAFO is mailed or hand-delivered to the 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).
54. 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.
55. 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).
56. 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

57. The settlement set forth in this CAFO shall constitute full and final satisfaction of all civil claims for penalties which Complainant may have under TSCA and/or the RLBPHRA for the specific violations alleged in Section IV ("Findings of Fact and Conclusions of Law"), above. Compliance with this CAFO shall not be a defense to any action commenced at any time for any other violation of the federal laws and regulations administered by EPA.

VII. OTHER APPLICABLE LAWS

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

VIII. CERTIFICATION OF COMPLIANCE

59. Respondents certify to Complainant, upon investigation, to the best of their knowledge and belief, that such Respondents, as "owners" and "lessors" of the aforementioned

Target Housing, are currently in compliance with the provisions of TSCA, the RLBPHRA and 40 C.F.R. Part 745, Subpart F, that are referenced in this Consent Agreement.

IX. RESERVATION OF RIGHTS

60. 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 CAFO, following its filing with the EPA Regional Hearing Clerk.

X. PARTIES BOUND

61. This Consent Agreement and the accompanying Final Order shall apply to and be binding upon the EPA and the Respondents.

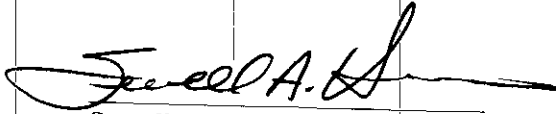
XI. EFFECTIVE DATE

62. The effective date of this Consent Agreement 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

63. 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 the CAFO.

For Respondents:

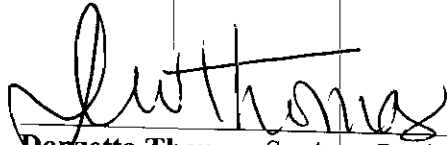


Sewell A. Harris, Owner
Manchester, Pennsylvania 17345



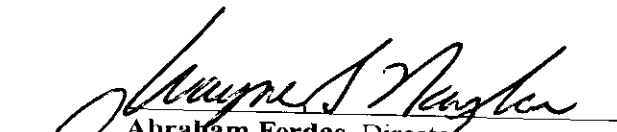
Dianne L. Harris, Owner
Manchester, Pennsylvania 17345

For Complainant:



Donzetta Thomas, Sr. Asst. Regional Counsel
U.S. EPA Region III
1650 Arch Street
Philadelphia, Pennsylvania 19103-2029

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



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

**BEFORE THE UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY**

In the Matter of:

**SEWELL & DIANNE HARRIS
Manchester, Pennsylvania 17345**

Respondents.

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Docket No. TSCA-03-2011-0290

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


FINAL ORDER

Complainant, the Director of the Land and Chemicals 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 the RLBPHRA, and having determined, based on the representations of the parties to the attached Consent Agreement, that the agreed-upon five thousand four hundred sixty-two dollars (\$5,462.00) 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 five thousand four hundred sixty-two dollars (\$5,462.00) 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: 9/20/11

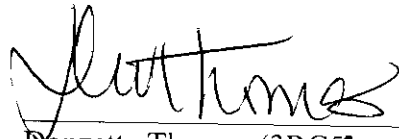

Renée Sarajian
Regional Judicial Officer
U.S. EPA - Region III

CERTIFICATE OF SERVICE

I hereby certify that the original and one copy of the foregoing Consent Agreement and Final Order, EPA Docket No. TSCA-03-2011-0290, was filed today with the Regional Hearing Clerk, EPA, Region III, and that one copy of the Consent Agreement and Final Order was sent via United Parcel Service, to:

Jeffrey C. Bright, Esq.
221 W. Philadelphia Street
Suite 600
York, Pennsylvania 17401-2994

9/21/11
Date



Donzetta Thomas (3RC50)
Senior Assistant Regional Counsel
U.S. Environmental Protection Agency, Region III
(215) 814-2474