

**UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION III
1650 Arch Street
Philadelphia, Pennsylvania 19103**

FEDEX
DIRECT SIGNATURE CONFIRMATION REQUESTED

Tony J. Papadimitriou
95 West Roseville Road
Lancaster, PA 17601-3928

Re: Toxic Substances Control Act
Administrative Complaint,
and Notice of Opportunity for Hearing
In the Matter of Tony J. Papadimitriou
Docket No. TSCA-03-2008-0035

Dear Mr. Papadimitriou:

Enclosed please find an Administrative Complaint and Notice of Opportunity for Hearing ("Complaint") concerning alleged violations of Section 409 of Toxic Substances Control Act, 15 U.S.C. § 2689, the Residential Lead-Based Paint Hazard Reduction Act of 1992 ("RLBPHRA"), 42 U.S.C. §§ 4851 *et seq.*, and the federal regulations promulgated thereunder, set forth in 40 C.F.R. Part 745, Subpart F (also known as the "Disclosure Rule"), in relation to fourteen (14) written lease agreements associated with thirteen (13) different target housing units.

The Complaint should be read and analyzed carefully to determine the alternatives available to you in responding to the alleged violations.

An Answer to this Complaint must be filed within thirty (30) days of its receipt. The Answer must specifically respond to each of the allegations in the Complaint. Failure to respond to this Administrative Complaint by specific Answer within thirty (30) days of your receipt of this document will constitute an admission of the allegations made in the Complaint. Failure to answer may result in the filing of a Motion for a Default Order and the possible issuance of a Default Order imposing the penalty proposed in the Complaint without further proceedings.

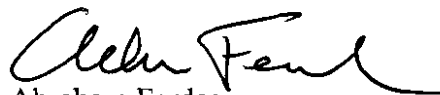
In your Answer, you may choose to request a hearing to contest any matter set forth in the Complaint. Whether or not a hearing is requested, you may request an informal settlement conference to discuss resolution of this case in your Answer or you may contact the attorney assigned to this case.

EPA has determined that your company may be considered a "small business" under the

Small Business Regulatory Enforcement and Fairness Act (SBREFA). Please see the "Information Sheet for Small Business Resources" enclosed with this letter. This enclosure provides information on contacting the SBREFA Ombudsman to comment on federal enforcement and compliance activities and also provides information on compliance assistance. As noted in the enclosure, any decision to participate in such program or to seek compliance assistance does not relieve you of your obligation to respond in a timely manner to an EPA request or other enforcement action, create any new rights or defenses under law, and will not affect EPA's decision to pursue this enforcement action. To preserve your legal rights, you must comply with all rules governing the administrative enforcement process. The Ombudsman and fairness boards do not participate in the resolution of EPA's enforcement action.

Should you have any questions or if you would like to request a settlement conference, please call Jeffrey S. Nast, Assistant Regional Counsel at (215) 814-2652.

Sincerely,



Abraham Ferdas
Division Director
Waste and Chemicals Management Division

Enclosures

cc: Jeffrey S. Nast (3RC30)
Kyle Chelius (3WC33)

UNITED STATES
ENVIRONMENTAL PROTECTION AGENCY
REGION III

In the Matter of:

Tony J. Papadimitriou
95 West Roseville Road
Lancaster, PA 17601-3928

U.S. EPA Docket No.:
TSCA-03-2008-0035

RESPONDENT.

230 E. Ross St., #1, Lancaster, PA 17602
230 E. Ross St., #2, Lancaster, PA 17602
237 E. Rock St., Lancaster, PA 17602
305 E. Filbert St., #2, Lancaster, PA 17603
491 New Holland Ave., #2, Lancaster, PA 17602
491 New Holland Ave., #3, Lancaster, PA 17602
602 N. Marshall St., #1, Lancaster, PA 17602
602 N. Marshall St., #4, Lancaster, PA 17602
713 N. Duke St., #1, Lancaster, PA 17602
713 N. Duke St., #2, Lancaster, PA 17602
713 N. Duke St., #3, Lancaster, PA 17602
713 N. Duke St., #4, Lancaster, PA 17602
721 N. Shippen St., #2 Lancaster, PA 17602

**ADMINISTRATIVE COMPLAINT
AND NOTICE OF OPPORTUNITY
FOR A HEARING ISSUED
PURSUANT TO SECTION 16(a)
OF THE TOXIC SUBSTANCES
CONTROL ACT ("TSCA"),
15 U.S.C. § 2615(a).**

TARGET HOUSING.

This Administrative Complaint and Notice of Opportunity for a Hearing ("Complaint") is issued pursuant to the authority vested in the Administrator of the United States Environmental Protection Agency ("EPA" or the "Agency") by Section 16(a) of the Toxic Substances Control Act ("TSCA"), 15 U.S.C. § 2615(a), the federal regulations set forth at 40 C.F.R. Part 745, Subpart F, and the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits, 40 C.F.R. Part 22 ("Consolidated Rules of Practice"), a copy of which is enclosed with this Complaint. The Administrator has delegated this authority, under TSCA, to the Regional Administrators and this authority has been further delegated in U.S. EPA Region III to, *inter alia*, the Director of the

Waste and Chemicals Management Division (“Complainant”), pursuant to EPA Region III Delegation No. 12-2-A.

The Respondent in this action is Tony J. Papadimitriou. By issuing this Complaint, Complainant alleges violations by the Respondent of Section 409 of TSCA, 15 U.S.C. § 2689, the Residential Lead-Based Paint Hazard Reduction Act of 1992 (“RLBPHRA”), 42 U.S.C. §§ 4851 *et seq.*, and the federal regulations promulgated thereunder, set forth in 40 C.F.R. Part 745, Subpart F (also known as the “Disclosure Rule”), in relation to fourteen (14) written lease agreements associated with thirteen (13) different target housing units, described more fully in Paragraph 18 of this Complaint.

Failure to comply with Section 1018 of the RLBPHRA, 42 U.S.C. § 4852d, or with any rule or regulation issued thereunder, including, but not limited to, 40 C.F.R. Part 745, Subpart F, constitutes a violation of Section 409 of TSCA, 15 U.S.C. § 2689. Pursuant to Section 16 of TSCA, 15 U.S.C. § 2615, violations of Section 409 of TSCA, 15 U.S.C. § 2689, are subject to the assessment of civil and/or criminal penalties.

In support of the Complaint, Complainant alleges the following:

I. JURISDICTION

1. EPA and the Office of Administrative Law Judges have jurisdiction over the above-captioned matter pursuant to Sections 16 and 409 of TSCA, 15 U.S.C. §§ 2615 and 2689; Section 1018 of the RLBPHRA, 42 U.S.C. § 4852d; 40 C.F.R. Part 745, Subpart F; and 40 C.F.R. §§ 22.1(a)(5) and 22.4.

II. DEFINITIONS AND REGULATORY REQUIREMENTS

2. Pursuant to 40 C.F.R. § 745.103, the term “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.
3. Pursuant to 40 C.F.R. § 745.103, the term “lead-based paint hazard” means any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated soil, or lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects as established by the appropriate Federal agency.
4. Pursuant to 40 C.F.R. § 745.107(a)(1), the term “lead hazard information pamphlet” includes the EPA document entitled *Protect Your Family From Lead in Your Home* (EPA #747-K-94-001) or an equivalent pamphlet approved for use in a particular State by EPA.
5. Pursuant to 40 C.F.R. § 745.103, the term “Lessee” means any entity that enters into an agreement to lease, rent, or sublease target housing, including, but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes, and nonprofit organizations.
6. 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.

7. Pursuant to Section 1004(23) of the RLBPHRA, 42 U.S.C. § 4851b(23), Section 401(14) of TSCA, 15 U.S.C. § 2681(14), and 40 C.F.R. § 745.103, the term “residential dwelling” means: (1) A single-family dwelling, including attached structures such as porches and stoops; or (2) A single-family dwelling unit in a structure that contains more than one separate residential dwelling unit, and in which each such unit is used or occupied, or intended to be used or occupied, in whole or in part, as the residence of one or more persons.
8. Pursuant to Section 1004(24) of the RLBPHRA, 42 U.S.C. § 4851b(24), and Section 401(15) of TSCA, 15 U.S.C. § 2681(15), the term “residential real property” means real property on which there is situated one 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.
9. Pursuant to Section 1004(27) of the RLBPHRA, 42 U.S.C. § 4851b(27), TSCA Section 401(17), 15 U.S.C. § 2681(17), and 40 C.F.R. § 745.103, the term “target housing” means any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling.
10. Pursuant to 40 C.F.R. § 745.107(a)(1), the lessor must provide to a lessee of target housing an EPA-approved lead hazard information pamphlet prior to the lessee being obligated under contract to lease the target housing. Such pamphlets include the EPA document entitled *Protect Your Family From Lead in Your Home* or an equivalent

pamphlet that has been approved for use by EPA in the state in which the target housing is located.

11. Pursuant to 40 C.F.R. § 745.107(a)(2), before the lessee is obligated under any contract to lease target housing, the lessor shall disclose to the lessee the presence of any known lead-based paint and/or lead-based paint hazards in the target housing being leased. 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.
12. Pursuant to 40 C.F.R. § 745.107(a)(4), before the lessee is obligated under any contract to lease target housing, the lessor shall provide the lessee with any records or reports available to the lessor pertaining to lead-based paint and/or lead-based paint hazards in the target housing being leased. This requirement includes records or reports regarding common areas. This requirement also includes records or reports regarding other residential dwellings in multifamily target housing, provided that such information is part of an evaluation or reduction of lead-based paint and/or lead-based paint hazards in the target housing as a whole.
13. 40 C.F.R. § 745.113(b)(1) provides that each contract to lease target housing shall include, as an attachment or within the contract, a Lead Warning Statement with the following language: "Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead

exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.”

14. 40 C.F.R. § 745.113(b)(2) provides, in relevant part, that each contract to lease target housing shall include, as an attachment or within the contract, a statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards. The lessor shall also disclose any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards and the condition of the painted surfaces.
15. 40 C.F.R. § 745.113(b)(3) provides, in relevant part, that 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. If no such records or reports are available, the lessor shall so indicate.
16. 40 C.F.R. § 745.113(b)(4) provides, in relevant part, that each contract to lease target housing shall include, as an attachment or within the contract, a statement by the lessee affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (b)(3) and

the lead hazard information pamphlet required under 15 U.S.C. [§ 2686].

17. 40 C.F.R. § 745.113(b)(6) provides, in relevant part, that each contract to lease target housing shall include, as an attachment or within the contract, the signatures of the lessors and lessees, certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of signature.

III. FINDINGS OF FACT AND CONCLUSIONS OF LAW

18. At all times relevant to this Complaint, Tony J. Papadimitriou (hereinafter “Respondent”) was an “owner” and “lessor”, as those terms are defined in 40 C.F.R. § 745.103, of housing units located at the following thirteen (13) properties: 230 E. Ross St., #1, Lancaster, PA 17602; 230 E. Ross St., #2, Lancaster, PA 17602; 237 E. Rock St., Lancaster, PA 17602; 305 E. Filbert St., #2, Lancaster, PA 17603; 491 New Holland Ave., #2, Lancaster, PA 17602; 491 New Holland Ave., #3, Lancaster, PA 17602; 602 N. Marshall St., #1, Lancaster, PA 17602; 602 N. Marshall St., #4, Lancaster, PA 17602; 713 N. Duke St., #1, Lancaster, PA 17602; 713 N. Duke St., #2, Lancaster, PA 17602; 713 N. Duke St., #3, Lancaster, PA 17602; 713 N. Duke St., #4, Lancaster, PA 17602; and 721 N. Shippen St., #2 Lancaster, PA 17602 (hereinafter collectively referred to as the “13 Target Housing Properties”) as described further below:

Lease Transaction Number	Addresses Of Target Housing	Count Numbers	Lease Dates
1	230 E. Ross St., #1, 17602	5, 10, 15	06/27/2005
2	230 E. Ross St., #2, 17602	6, 11, 16	08/13/2005
3	237 E. Rock St., 17602	17	04/27/2006
4	305 E. Filbert St., #2, 17603	18	02/03/2006
5	491 New Holland Ave., #2, 17602	19	02/23/2006
6	491 New Holland Ave., #3, 17602	7, 12, 20	08/04/2003
7**	602 N. Marshall St., #1, 17602	21	09/01/2006
8*	602 N. Marshall St., #4, 17602	26	08/10/2006
9	713 N. Duke St., #1, 17602	22	03/01/2006
10**	713 N. Duke St., #2, 17602	1, 3, 4, 8, 13	10/10/2005
11**	713 N. Duke St., #2, 17602	2, 9, 14	07/07/2004
12	713 N. Duke St., #3, 17602	23	02/15/2006
13**	713 N. Duke St., #4, 17602	24	12/26/2005
14	721 N. Shippen St., #2, 17602	25	01/09/2006

* Child present

**Child present under age 6

19. At all times relevant to the violations alleged herein, each of the 13 Target Housing Properties consisted of real property on which there was situated one building used as the home or residence for one or more persons.

20. At all times relevant to the violations alleged herein, each building situated on the real property located at each of the 13 Target Housing Properties was housing constructed prior to 1978.

21. At all times relevant to the violations alleged herein, each building situated on the real property located at each of the 13 Target Housing Properties consisted of housing that was not housing for the elderly or persons with disabilities and was not a 0-bedroom

dwelling as provided in 40 C.F.R. § 745.103.

22. At all times relevant to the violations alleged herein, each building situated on the real property located at each of the 13 Target Housing Properties contained one or more “residential dwelling(s)” and was “target housing” within the meaning of Section 1004(23) and (27) of the RLBPHRA, 42 U.S.C. § 4851b(23) and (27), Section 401(14) and (17) of TSCA, 15 U.S.C. § 2681(14) and (17), and 40 C.F.R. § 745.103.

A. 230 E. Ross St., #1 (Lease Transaction #1)

23. Respondent entered into a written contract, dated June 27, 2005 (hereinafter referred to as “Lease Transaction #1”), with a “Lessee,” as that term is defined at 40 C.F.R. § 745.103, for the purpose of renting or leasing the target housing located at 230 E. Ross St., #1, Lancaster, Pennsylvania.

24. Lease Transaction #1 was not a “[s]hort-term lease [] of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).

25. Lease Transaction #1 was not a “[r]enewal [] of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

B. 230 E. Ross St., #2 (Lease Transaction #2)

26. Respondent entered into a written contract, dated August 13, 2005 (hereinafter referred to

as "Lease Transaction #2") with a "Lessee," as that term is defined at 40 C.F.R.

§ 745.103, to rent and/or lease the target housing located at 230 E. Ross St., #2, Lancaster Pennsylvania.

27. Lease Transaction #2 was not a "[s]hort-term lease[]" of 100 days or less, where no lease renewal or extension can occur," as provided at 40 C.F.R. § 745.101(c).

28. Lease Transaction #2 was not a "[r]enewal [] of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor," as provided at 40 C.F.R. § 745.101(d).

C. 237 E. Rock St. (Lease Transaction #3)

29. Respondent entered into a written contract, dated April 27, 2006 (hereinafter referred to as "Lease Transaction #3") with a "Lessee," as that term is defined at 40 C.F.R.

§ 745.103, to rent and/or lease the target housing located at 237 E. Rock St., Lancaster, Pennsylvania.

30. Lease Transaction #3 was not a "[s]hort-term lease [] of 100 days or less, where no lease renewal or extension can occur," as provided at 40 C.F.R. § 745.101(c).

31. Lease Transaction #3 was not a "[r]enewal [] of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor," as provided at 40 C.F.R. § 745.101(d).

D. 305 E. Filbert St., #2 (Lease Transaction #4)

32. Respondent entered into a written contract, dated February 3, 2006 (hereinafter referred to as “Lease Transaction #4”) with a “Lessee,” as that term is defined at 40 C.F.R.

§ 745.103, to rent and/or lease the target housing located at 305 E. Filbert St., #2, Lancaster, Pennsylvania.

33. Lease Transaction #4 was not a “[s]hort-term lease [] of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).

34. Lease Transaction #4 was not a “[r]enewal [] of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

E. 491 New Holland Ave., #2 (Lease Transaction #5)

35. Respondent entered into a written contract, dated February 23, 2006 (hereinafter referred to as “Lease Transaction #5”) with a “Lessee,” as that term is defined at 40 C.F.R.

§ 745.103, to rent and/or lease the target housing located at 491 New Holland Ave., #2, Lancaster, Pennsylvania.

36. Lease Transaction #5 was not a “[s]hort-term lease [] of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).

37. Lease Transaction #5 was not a “[r]enewal [] of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where

no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

F. 491 New Holland Ave., #3 (Lease Transaction #6)

38. Respondent entered into a written contract, dated August 4, 2003 (hereinafter referred to as “Lease Transaction #6”) with a “Lessee,” as that term is defined at 40 C.F.R.

§ 745.103, to rent and/or lease the target housing located at 491 New Holland Ave., #3, Lancaster, Pennsylvania.

39. Lease Transaction #6 was not a “[s]hort-term lease [] of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).

40. Lease Transaction #6 was not a “[r]enewal [] of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

G. 602 N. Marshall St., #1 (Lease Transaction #7)

41. Respondent entered into a written contract, dated September 1, 2006 (hereinafter referred to as “Lease Transaction #7”) with a “Lessee,” as that term is defined at 40 C.F.R.

§ 745.103, to rent and/or lease the target housing located at 602 N. Marshall St., #1, Lancaster, Pennsylvania.

42. Lease Transaction #7 was not a “[s]hort-term lease [] of 100 days or less, where no lease

renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).

43. Lease Transaction #7 was not a “[r]enewal [] of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

H. 602 N. Marshall St., #4 (Lease Transaction #8)

44. Respondent entered into a written contract, dated August 10, 2006 (hereinafter referred to as “Lease Transaction #8”) with a “Lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the target housing located at 602 N. Marshall St., #4, Lancaster, Pennsylvania.

45. Lease Transaction #8 was not a “[s]hort-term lease [] of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).

46. Lease Transaction #8 was not a “[r]enewal [] of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

I. 713 N. Duke St., #1 (Lease Transaction #9)

47. Respondent entered into a written contract, dated March 1, 2006 (hereinafter referred to as “Lease Transaction #9”) with a “Lessee,” as that term is defined at 40 C.F.R.

§ 745.103, to rent and/or lease the target housing located at 713 N. Duke St., #1,
Lancaster, Pennsylvania.

48. Lease Transaction #9 was not a “[s]hort-term lease [] of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).

49. Lease Transaction #9 was not a “[r]enewal [] of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

J. 713 N. Duke St., #2 (Lease Transaction #10)

50. Respondent entered into a written contract, dated November 10, 2005 (hereinafter referred to as “Lease Transaction #10”) with a “Lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the target housing located at 713 N. Duke St., #2, Lancaster, Pennsylvania.

51. Lease Transaction #10 was not a “[s]hort-term lease [] of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).

52. Lease Transaction #10 was not a “[r]enewal [] of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

K. 713 N. Duke St., #2 (Lease Transaction #11)

53. Respondent entered into a written contract, dated July 7, 2004 (hereinafter referred to as “Lease Transaction #11”) with a “Lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the target housing located at 713 N. Duke St., #2, Lancaster, Pennsylvania.

54. Lease Transaction #11 was not a “[s]hort-term lease [] of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).

55. Lease Transaction #11 was not a “[r]enewal [] of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

L. 713 Duke St., #3 (Lease Transaction #12)

56. Respondent entered into a written contract, dated February 15, 2006 (hereinafter referred to as “Lease Transaction #12”) with a “Lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the target housing located at 713 N. Duke St., #3, Lancaster, Pennsylvania.

57. Lease Transaction #12 was not a “[s]hort-term lease [] of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).

58. Lease Transaction #12 was not a “[r]enewal [] of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and

where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

M. 713 N. Duke St., #4 (Lease Transaction #13)

59. Respondent entered into a written contract, dated December 26, 2005 (hereinafter referred to as “Lease Transaction #13”) with a “Lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the target housing located at 713 N. Duke St., #4, Lancaster, Pennsylvania.

60. Lease Transaction #13 was not a “[s]hort-term lease [] of 100 days or less, where no lease renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).

61. Lease Transaction #13 was not a “[r]enewal [] of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

N. 721 N. Shippen St., #2 (Lease Transaction #14)

62. Respondent entered into a written contract, dated January 9, 2006 (hereinafter referred to as “Lease Transaction #14”) with a “Lessee,” as that term is defined at 40 C.F.R. § 745.103, to rent and/or lease the target housing located at 721 N. Shippen St., #2, Lancaster, Pennsylvania.

63. Lease Transaction #14 was not a “[s]hort-term lease [] of 100 days or less, where no lease

renewal or extension can occur,” as provided at 40 C.F.R. § 745.101(c).

64. Lease Transaction #14 was not a “[r]enewal [] of [an] existing lease . . . in which the lessor has previously disclosed all information required under [40 C.F.R.] § 745.107 and where no new information described in [40 C.F.R.] § 745.107 has come into the possession of the lessor,” as provided at 40 C.F.R. § 745.101(d).

IV. VIOLATIONS

Counts 1-2

(Violations of 40 C.F.R. §§ 745.107(a)(1)
In Relation To Lease Transactions #10 and #11)

65. The allegations contained in Paragraphs 1 through 64, above, of this Complaint are incorporated by reference herein as though fully set forth at length herein.
66. Respondent did not provide to the lessees in Lease Transactions #10 - #11 an EPA-approved lead pamphlet or equivalent pamphlet prior to the lessees being obligated under contract to lease the Target Housing as required by 40 C.F.R. § 745.107(a)(1).
67. Pursuant to 40 C.F.R. § 745.118(e), Respondent’s failure to comply with 40 C.F.R. § 745.107(a)(1) with respect to Lease Transactions #10 - #11 constitutes two separate violations of RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5), and TSCA Section 409, 15 U.S.C. § 2689.

Count 3

(Violation of 40 C.F.R. §§ 745.107(a)(2)
In Relation To Lease Transaction #10)

68. The allegations contained in paragraphs 1 through 67, above, of this Complaint are incorporated by reference herein as though fully set forth at length herein.

69. At no time before any lessee of the target housing which is the subject of Lease Transaction #10 became obligated to rent and/or lease such target housing did the Respondent or any other lessor of the target housing disclose to any such lessee the presence of known lead-based paint and/or lead-based paint hazards in the target housing or provide to any such lessee information that was then available to the Respondent concerning known lead-based paint in the target housing, such as the basis for the determination that lead-based paint existed therein, the location of the lead-based paint within the target housing or the condition of the painted surfaces within the respective target housing, as required by 40 C.F.R. § 745.107(a)(2).

70. Pursuant to 40 C.F.R. § 745.118(e), Respondent's failure to comply with 40 C.F.R. § 745.107(a)(2) with respect to Lease Transaction #10 constitutes a violation of RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5), and TSCA Section 409, 15 U.S.C. § 2689.

Count 4
(Violations of 40 C.F.R. §§ 745.107(a)(4)
In Relation To Lease Transaction #10

71. The allegations contained in Paragraphs 1 through 70, above, of this Complaint are incorporated by reference herein as though fully set forth at length herein.

72. At no time before any lessee of the target housing which is the subject of Lease Transaction #10 became obligated to rent and/or lease such target housing did the Respondent or any other lessor of the target housing provide to any such lessee those records and/or reports pertaining to lead-based paint in the target housing that were

available to the lessor.

73. Pursuant to 40 C.F.R. § 745.118(e), Respondent's failure to comply with 40 C.F.R. § 745.107(a)(4) with respect to Lease Transactions #10 constitutes a violation of RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5), and TSCA Section 409, 15 U.S.C. § 2689.

Counts 5 - 9

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

In Relation To Lease Transactions #1, #2, #6, #10 and #11)

74. The allegations contained in Paragraphs 1 through 73, above, of this Complaint are incorporated by reference herein as though fully set forth at length herein.
75. Respondent failed to include a "Lead Warning Statement," containing the language set forth in, and required by, 40 C.F.R. § 745.113(b)(1), either as an attachment to, or within, the leases for any of the target housing subject to Lease Transactions #1, #2, #6, #10 and #11.
76. Pursuant to 40 C.F.R. § 745.118(e), Respondent's failure to include the aforementioned "Lead Warning Statement," either within or as an attachment to the leases for the target housing subject to Lease Transactions #1, #2, #6, #10 and #11, constitutes five separate violations of RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5), and TSCA Section 409, 15 U.S.C. § 2689.

Counts 10 - 14
(Violations of 40 C.F.R. §§ 745.113(b)(2)
In Relation To Lease Transactions #1, #2, #6, #10 and #11)

77. The allegations contained in Paragraphs 1 through 76, above, of this Complaint are incorporated by reference herein as though fully set forth at length herein.
78. Respondent failed to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or a statement indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards in such target housing, either as an attachment to, or within, each of the leases for the Target Housing subject to Lease Transactions #1, #2, #6, #10 and #11, as required by 40 C.F.R. § 745.113(b)(2).
79. Pursuant to 40 C.F.R. § 745.118(e), Respondent's failure to include a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or a statement indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards, either as an attachment to, or within, the leases for the Target Housing subject to Lease Transactions #1, #2, #6, #10 and #11, constitutes five separate violations of RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5), and TSCA Section 409, 15 U.S.C. § 2689.

Counts 15 - 25
(Violations of 40 C.F.R. §§ 745.113(b)(4)
In Relation to Lease Transactions #1 - #7, #9, and #12 - #14)

80. The allegations contained in Paragraphs 1 through 79, above, of this Complaint are

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

81. Respondent failed to include a statement by the lessees affirming receipt of the lead hazard information pamphlet required under 15 U.S.C. § 2686 either as an attachment to or within the leases for the Target Housing subject to Lease Transactions #1 - #7, #9, and #12 - #14, as required by 40 C.F.R. § 745.113(b)(4).
82. Pursuant to 40 C.F.R. §745.118(e), Respondent's failure to include a statement by the lessees affirming receipt of the lead hazard information pamphlet required under 15 U.S.C. § 2686, either as an attachment to, or within, the leases for Target Housing subject to Lease Transactions #1 - #7, #9, and #12 - #14, constitutes eleven separate violations of Section 1018(b)(5) of the RLBPHRA, 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

Count 26
(Violations of 40 C.F.R. §§ 745.113(b)(6)
In Relation to Lease Transaction #8)

83. The allegations contained in Paragraphs 1 through 82, above, of this Complaint are incorporated by reference herein as though fully set forth at length herein.
84. Respondent failed to include, as an attachment to or within the lease for the Target Housing, the signatures of the lessor and lessee (referred to hereinafter as the "Required Signatures"), certifying to the accuracy of their statements, to the best of their knowledge (also referred to as the "Required Certifications"), along with the dates of signature in the lease for the Target Housing subject to Lease Transaction #8, as required by 40 C.F.R.

§ 745.113(b)(6).

85. Pursuant to 40 C.F.R. §745.118(e), Respondent's failure to include, as an attachment to or within the lease for the Target Housing for Lease Transaction #8, the Required Signatures and the Required Certifications, along with the dates of such signatures in the lease for the Target Housing subject to Lease Transaction #8, constitutes a violation of Section 1018(b)(5) of the RLBPHRA, 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.

IV. PROPOSED CIVIL PENALTY

Section 1018 of the RLBPHRA, 42 U.S.C. § 4852d, and 40 C.F.R. § 745.118(f) authorize the assessment of a civil penalty under Section 16 of TSCA, 15 U.S.C. § 2615, in the maximum amount of \$10,000 for each violation of Section 409 of TSCA, 15 U.S.C. § 2689. This amount has been adjusted to \$11,000 per violation under the Civil Monetary Penalty Inflation Adjustment Rule, 40 C.F.R. Part 19.

For purposes of determining the amount of any civil penalty to be assessed, Section 16 of TSCA, 15 U.S.C. § 2615, requires EPA to take into account the nature, circumstances, extent, and gravity of the violation or violations alleged and, with respect to the violator, ability to pay, effect on ability to continue to do business, any history of prior such violations, the degree of culpability, and such other matters as justice may require ("statutory factors"). In developing a proposed penalty, Complainant will take into account the particular facts and circumstances of this case with specific reference to the statutory factors set forth in Section 16 of TSCA and EPA's *Section 1018 Disclosure Rule Final Enforcement Response Policy* ("ERP"), dated

In re: Papadimitriou
Docket No. TSCA-03-2008-0035

December 2007, a copy of which is enclosed with this Complaint. The *ERP* provides a rational, consistent, and equitable calculation methodology for applying the statutory factors enumerated above to particular cases. The *ERP* represents an analysis of the statutory penalty factors enumerated above, as well as guidance on their application to particular cases. If the Complainant's civil penalty proposal is contested through the hearing process described below, Complainant is prepared to offer a statutory basis for the elements of the *ERP*, as well as for the amount and nature of the civil penalty proposed.

Complainant proposes the assessment, against Respondent, of a civil penalty of up to \$11,000 for each violation alleged in this Complaint. Pursuant to 40 C.F.R. § 22.14(a)(4)(ii), Complainant is not proposing a specific penalty amount at this time, but will do so at a later date after an exchange of information has occurred. See, 40 C.F.R. § 22.19(a)(4). As a basis for calculating a specific penalty pursuant to 40 C.F.R. § 22.19(a)(4), Complainant will consider, among other factors, any facts and circumstances unknown to Complainant at the time of issuance of this Complaint that become known after the Complaint is issued including Respondent's ability to pay the proposed civil penalty assessed in this Complaint. With respect to Respondent's ability to pay the proposed penalty, it is the Respondent's responsibility to provide to Complainant financial information to support and establish a claim of an inability to pay the proposed penalty. Complainant's proposal of the assessment of a civil penalty against the Respondent does not constitute a "demand" as that term is defined in the Equal Access to Justice Act, 28 U.S.C. § 2412.

Pursuant to 40 C.F.R. § 22.14(a)(4)(ii), an explanation of the number and severity of the

violations for which the assessment of a civil penalty is sought is provided below. This explanation is based upon the facts known to the Complainant at the time this Complaint is issued, Complainant's consideration of the statutory penalty factors enumerated above and the relevant guidance provided in the ERP.

1. Explanation of Circumstance Level and Extent of Violation

A. Circumstance Levels:

- a) 40 C.F.R. § 745.107(a)(1) violations: Violations of the disclosure requirements set forth at 40 C.F.R. § 745.107(a)(1) are deemed to represent a "high" level of impairment to a lessee's ability to assess the information required to be disclosed and have been characterized as Circumstance Level 1 violations in the ERP. As a result, each of the violations alleged in Counts 1 - 2 of this Complaint may be characterized as Circumstance Level 1 violations for purposes of calculating an appropriate penalty.
- b) 40 C.F.R. § 745.107(a)(2) violations: Violations of the disclosure requirements set forth at 40 C.F.R. § 745.107(a)(2) are deemed to represent a "high" level of impairment to a lessee's ability to assess the information required to be disclosed and have been characterized as Circumstance Level 1 violations in the ERP. As a result, the violation alleged in Count 3 of this Complaint may be characterized as a Circumstance Level 1 violation for purposes of calculating an appropriate penalty.
- c) 40 C.F.R. § 745.107(a)(4) violations: Violations of the disclosure requirements set

forth at 40 C.F.R. § 745.107(a)(4) are deemed to represent a “high” level of impairment to a lessee’s ability to assess the information required to be disclosed and have been characterized as Circumstance Level 1 violations in the ERP. As a result, the violation alleged in Count 4 of this Complaint may be characterized as a Circumstance Level 1 violation for purposes of calculating an appropriate penalty.

- d) 40 C.F.R. § 745.113(b)(1) violations: Violations of the disclosure requirements set forth at 40 C.F.R. § 745.113(b)(1) are deemed to represent a “high” level of impairment to a lessee’s ability to assess the information required to be disclosed and have been characterized as Circumstance Level 2 violations in the ERP. As a result, each of the violations alleged in Counts 5 - 9 of this Complaint may be characterized as Circumstance Level 2 violations for purposes of calculating an appropriate penalty.
- e) 40 C.F.R. § 745.113(b)(2) violations: Violations of the disclosure requirements set at 40 C.F.R. § 745.113(b)(2) are deemed to represent a “medium” level of impairment to a lessee’s ability to assess the information required to be disclosed and are characterized as Circumstance Level 3 violations in the ERP. As a result, each of the violations alleged in Counts 10 - 14 of this Complaint may be characterized as Circumstance Level 3 violations for purposes of calculating an appropriate penalty.
- f) 40 C.F.R. § 745.113(b)(4) violations: Violations of the requirements set forth at

40 C.F.R. § 745.113(b)(4) are deemed to represent a “medium” level of impairment to a lessee’s ability to assess the information required to be disclosed and are characterized as Circumstance Level 4 violations in the ERP. As a result, each of the violations alleged in Counts 15 - 25 of this Complaint may be characterized as Circumstance Level 4 violations for purposes of calculating an appropriate penalty.

- g) 40 C.F.R. § 745.113(b)(6) violations: Violations of the requirements set forth at 40 C.F.R. § 745.113(b)(6) are deemed to represent a “low” level of impairment to a lessee’s ability to assess the information required to be disclosed and are characterized as Circumstance Level 6 violations in the ERP. As a result, the violation alleged in Count 26 of this Complaint may be characterized as a Circumstance Level 6 violation for purposes of calculating an appropriate penalty.

B. Extent Levels:

- a) **Minor Violations:** Defined as “[p]otential for a ‘lesser’ amount of damage to human health or the environment.” Failure to provide lead-based paint disclosures and/or certifications to lessees where no children or pregnant women live in the target housing is considered a “Minor Extent” violation under the ERP. Respondent failed to provide disclosures and/or certifications to lessees with respect to nine different lease agreements (Lease Transactions #1 - #6, #9, #12 and #14) for Target Housing at which it appears as this time that no children or pregnant women were present at the time of such leases. Accordingly, the

Disclosure Rule violations associated with each of these nine lease transactions, as alleged in Counts 5 - 7, 10 - 12, 15 - 20, 22, 23 and 25, respectively, are all "Minor Extent" violations.

- b) Significant Violations: Defined as "[p]otential for 'significant' damage to human health or the environment." Failure to provide lead-based paint disclosures and/or certifications to lessees of Target Housing in which a child six years of age or older but less than 18 years of age lives in is considered a "Significant Extent" violation under the ERP. Respondent failed to provide disclosures and/or certifications to lessees for Target Housing with respect to one lease agreement (Lease Transaction #8) for Target Housing in which EPA has determined that a child under age 18, but at least age six was present. Accordingly, the Disclosure Rule violation associated with this lease transaction, as alleged in Count 26 is a "Significant Extent" violation.
- c) Major Violations: Defined as "[p]otential for 'serious' damage to human health or the environment." Failure to provide lead-based paint disclosures and/or certifications to lessees of Target Housing in which a child under six years of age or pregnant woman lives is considered a "Major Extent" violation under the ERP. Respondent failed to provide disclosures and/or certifications to lessees with respect to four different lease agreements (Lease Transactions #7, #10, #11 and #13) for Target Housing in which EPA has determined a child under six years of age or a pregnant woman was present. Accordingly, the Disclosure Rule

violations associated with each of these four lease transactions, as alleged in

Counts 1-4, 8, 9, 13, 14, 21 and 24, respectively, are all "Major Extent" violations.

2. Summary of Penalty Calculation by Count

<u>Counts</u>	<u>Trans.</u>	<u>Violations</u>	<u>Circumstance/Extent</u>
1	10	745.107(a)(1)	Level 1, Major Extent
2	11	745.107(a)(1)	Level 1, Major Extent
3	10	745.107(a)(2)	Level 1, Major Extent
4	10	745.107(a)(4)	Level 1, Major Extent
5	1	745.113(b)(1)	Level 2, Minor Extent
6	2	745.113(b)(1)	Level 2, Minor Extent
7	6	745.113(b)(1)	Level 2, Minor Extent
8	10	745.113(b)(1)	Level 2, Major Extent
9	11	745.113(b)(1)	Level 2, Major Extent
10	1	745.113(b)(2)	Level 3, Minor Extent
11	2	745.113(b)(2)	Level 3, Minor Extent
12	6	745.113(b)(2)	Level 3, Minor Extent
13	10	745.113(b)(2)	Level 3, Major Extent
14	11	745.113(b)(2)	Level 3, Major Extent
15	1	745.113(b)(4)	Level 4, Minor Extent
16	2	745.113(b)(4)	Level 4, Minor Extent
17	3	745.113(b)(4)	Level 4, Minor Extent
18	4	745.113(b)(4)	Level 4, Minor Extent
19	5	745.113(b)(4)	Level 4, Minor Extent
20	6	745.113(b)(4)	Level 4, Minor Extent
21	7	745.113(b)(4)	Level 4, Major Extent
22	9	745.113(b)(4)	Level 4, Minor Extent
23	12	745.113(b)(4)	Level 4, Minor Extent
24	13	745.113(b)(4)	Level 4, Major Extent
25	14	745.113(b)(4)	Level 4, Minor Extent
26	8	745.113(b)(6)	Level 6, Significant Extent

QUICK RESOLUTION

In accordance with 40 C.F.R. § 22.18(a), a Respondent may resolve this proceeding at any time by paying, in full, the specific penalty proposed by the Complainant during settlement

In re: Papadimitriou
Docket No. TSCA-03-2008-0035

negotiations or in Complainant's pre-hearing exchange. If a Respondent pays the proposed penalty within thirty (30) days of receiving this Complaint, then, pursuant to 40 C.F.R.

§ 22.18(a)(1), no Answer need be filed.

If Respondent wishes to resolve this proceeding by paying the proposed penalty instead of filing an Answer, but needs additional time to pay the penalty, pursuant to 40 C.F.R.

§ 22.18(a)(2), the Respondent may file a written statement with the Regional Hearing Clerk within thirty (30) days after receiving this Complaint stating that Respondent agrees to pay the proposed penalty in accordance with 40 C.F.R. § 22.18(a)(1). Such written statement need not contain any response to, or admission of, the allegations in the Complaint. Such statement shall be filed with the Regional Hearing Clerk (3RC00), U.S. Environmental Protection Agency, Region III, 1650 Arch Street, Philadelphia, PA 19103-2029. Within sixty (60) days of receiving the Complaint, such Respondent shall pay the full amount of the proposed penalty. Failure to make such payment within (60) days of receipt of the Complaint may subject the Respondent to default pursuant to 40 C.F.R. § 22.17.

Upon receipt of payment in full, in accordance with 40 C.F.R. § 22.18(a)(3), the Regional Judicial Officer or Regional Administrator shall issue a final order. Payment by a Respondent shall constitute a waiver of such Respondent's right to contest the allegations and to appeal the final order.

Payment of the penalty may be completed in the following ways:

CHECK PAYMENTS:

US Environmental Protection Agency

In re: Papadimitriou
Docket No. TSCA-03-2008-0035

Fines and Penalties
Cincinnati Finance Center
PO Box 979077
St. Louis, MO 63197-9000

WIRE TRANSFERS:

Wire transfers should be directed to the Federal Reserve Bank of New York
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"

OVERNIGHT MAIL:

U.S. Bank
1005 Convention Plaza
Mail Station SL-MO-C2GL
St. Louis, MO 63101
Contact: Natalie Pearson
314-418-4087

ACH (also known as REX or remittance express):

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

ON LINE PAYMENT:

There is now an On Line Payment Option, available through the Dept. of Treasury.

This payment option can be accessed from the information below:

WWW.PAY.GOV

Enter sfo 1.1 in the search field

Open form and complete required fields.

NOTICE AND OPPORTUNITY TO REQUEST A HEARING

Respondent has the right to request a hearing to contest any matter of law or material fact set forth in this Complaint or the appropriateness of the proposed penalty. To request a hearing, Respondent must file a written Answer to the Complaint, within thirty (30) days of receipt of this Complaint, with:

Regional Hearing Clerk (3RC00)
EPA Region III
1650 Arch Street
Philadelphia, PA 19103-2029

The Answer should clearly and directly admit, deny, or explain each of the factual allegations contained in this Complaint of which the Respondent has any knowledge. Where Respondent has no knowledge of the facts contained in an allegation, the Answer should so state. The Answer should contain: (1) the circumstances or arguments which are alleged to constitute the grounds of any defense; (2) the facts which the Respondent disputes; (3) the basis for opposing any proposed relief; and (4) a statement of whether a hearing is requested. All material facts not denied in the Answer will be considered admitted.

If Respondent fails to file a written Answer within thirty (30) days of receipt of this Complaint, such failure shall constitute an admission of all facts alleged against Respondent in

this Complaint and a waiver of Respondent's right to a hearing on such factual allegations.
Failure to file a written Answer may result in the filing of a Motion for a Default Order and the
possible issuance of a Default Order imposing the penalties proposed herein without further
proceedings.

Any hearing requested by Respondent will be held at a location to be determined at a later date pursuant to the Consolidated Rules of Practice at 40 C.F.R. § 22.21(d). The hearing will be conducted in accordance with the provisions of the Consolidated Rules of Practice.

A copy of Respondent's Answer and all other documents that the Respondent files in this action should be sent to the attorney assigned to represent Complainant in this case, Jeffrey S. Nast, Assistant Regional Counsel, at:

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

SETTLEMENT CONFERENCE

Complainant encourages settlement of this proceeding at any time after issuance of the Complaint if such settlement is consistent with the provisions and objectives of TSCA and the RLBPHRA. Whether or not a hearing is requested, Respondent may request a settlement conference with the Complainant to discuss the allegations of the Complaint, and the amount of the proposed civil penalty. **However, a request for a settlement conference does not relieve Respondent of its responsibility to file a timely Answer to the Complaint.**

In the event settlement is reached, its terms shall be expressed in a written Consent

Agreement prepared by Complainant, signed by the parties, and incorporated into a Final Order signed by the Regional Administrator or his designee. The filing of such a Consent Agreement shall constitute a waiver of Respondent's right to contest the allegations of the Complaint and to appeal the Final Order accompanying the Consent Agreement.

If Respondent wishes to arrange a settlement conference, Respondent or Respondent's legal counsel should contact Mr. Nast at (215) 814-2652 prior to the expiration of the thirty (30) day period following the receipt of this Complaint. Once again, however, such a request for a settlement conference does not relieve Respondent of its responsibility to file an Answer within thirty (30) days following Respondent's receipt of this Complaint.

SEPARATION OF FUNCTIONS AND *EX PARTE* COMMUNICATIONS

The following Agency offices, and the staffs thereof, are designated as the trial staff to represent the Agency as a party in this case: the Region III Office of Regional Counsel; the Region III Waste and Chemicals Management Division; the Office of the EPA Assistant Administrator for Pesticides and Toxic Substances; and the EPA Assistant Administrator for Enforcement and Compliance Assurance. Commencing from the date of the issuance of this Complaint until issuance of a final Agency decision in this case, neither the Administrator, members of the Environmental Appeals Board, Presiding Officer, Regional Administrator, nor the Regional Judicial Officer, may have an *ex parte* (unilateral) communication with the trial staff on the merits of any issue involved in this proceeding. Please be advised that the Consolidated Rules of Practice prohibit any *ex parte* discussion of the merits of a case between either party to this proceeding and the Administrator, members of the Environmental Appeals

In re: Papadimitriou
Docket No. TSCA-03-2008-0035

Board, Presiding Officer, Judicial Officer, Regional Administrator, Regional Judicial Officer, Administrative Law Judge, or any person likely to advise these officials in the decision of the case, after the Complaint is issued.

12/28/07

Date



Abraham Ferdas, Director
Waste and Chemicals Management Division

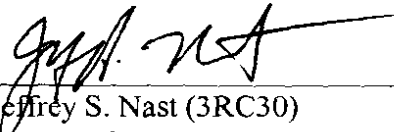
In re: Papadimitriou
Docket No. TSCA-03-2008-0035

CERTIFICATE OF SERVICE

I hereby certify that the original and one copy of the foregoing Complaint, Docket No. TSCA-03-2008-0035, and associated enclosures, have been filed with the EPA Region III Regional Hearing Clerk, and that copies of the same were sent via Federal Express Overnight to the following:

Tony J. Papadimitriou
95 West Roseville Road
Lancaster, PA 17601-3928

12/31/07
Date



Jeffrey S. Nast (3RC30)
Counsel for Complainant
U.S. Environmental Protection Agency, Region III
(215) 814-2652