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May 20, 2008

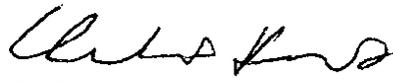
Jeffrey S. Nast, Esquire  
Office of Regional Counsel (3RC0)  
U.S. Environmental Protection Agency, Region III  
1650 Arch Street  
Philadelphia, PA 19103-2029

**Re: In the Matter of Tony J. Papadimitriou**  
**Docket No.: TSCA-0302008-0035**

Dear Mr. Nast:

Enclosed please find Respondent's Answer to Administrative Complaint and Request for Hearing.

Sincerely,



Charles B. Haws

CBH/reg:2276774\_1

Enclosure

cc: Abraham Ferdas, Director/Waste and Chemicals Management Division  
Regional Hearing Clerk

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

In the Matter of:

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

Docket No.  
TSCA-0302008-0035

10/21/15  
10/21/15

**THE RESPONDENT'S ANSWER TO ADMINISTRATIVE COMPLAINT and  
REQUEST FOR HEARING**

NOW comes Respondent, Tony J. Papadimitriou, through his attorneys, Barley Snyder LLC, and answer the Environmental Protection Agency's Administrative Complaint and Notice of Opportunity for Hearing, as follows:

**I. JURISDICTION**

1. Denied as a conclusion of law to which no further response is required.

**II. DEFINITIONS AND REGULATORY REQUIREMENTS**

2. Admitted.
3. Admitted.
4. Admitted.
5. Admitted.
6. Admitted.
7. Admitted.
8. Admitted.
9. Admitted.

10. Denied as a conclusion of law to which no further response is required. Without waiving the forgoing, the cited regulation speaks for itself.

11. Denied as a conclusion of law to which no further response is required. Without waiving the forgoing, the cited regulation speaks for itself.

12. Denied as a conclusion of law to which no further response is required. Without waiving the forgoing, the cited regulation speaks for itself.

13. Denied as a conclusion of law to which no further response is required. Without waiving the forgoing, the cited regulation speaks for itself.

14. Denied as a conclusion of law to which no further response is required. Without waiving the forgoing, the cited regulation speaks for itself.

15. Denied as a conclusion of law to which no further response is required. Without waiving the forgoing, the cited regulation speaks for itself.

16. Denied as a conclusion of law to which no further response is required. Without waiving the forgoing, the cited regulation speaks for itself.

17. Denied as a conclusion of law to which no further response is required. Without waiving the forgoing, the cited regulation speaks for itself.

**III. FINDINGS OF FACT AND CONCLUSIONS OF LAW**

18. Admitted in part and denied in part. Admitted that respondent is the owner of the referenced housing units. Respondent does not have specific knowledge regarding the notes in the table contained in this paragraph, specifically with respect to the presence of children and the age of any such children in any of the housing units during the periods referenced in the leases at issue.

19. Admitted.

20. Admitted.

21. Admitted.

22. Admitted.
23. Admitted.
24. Admitted.
25. Admitted.
26. Denied. Respondent is unable to locate a copy of the referenced lease agreement, therefore strict proof is demanded of the same.
27. Denied. Respondent is unable to locate a copy of the referenced lease agreement, therefore strict proof is demanded of the same.
28. Denied. Respondent is unable to locate a copy of the referenced lease agreement, therefore strict proof is demanded of the same.
29. Admitted.
30. Admitted.
31. Admitted.
32. Admitted.
33. Admitted.
34. Admitted.
35. Admitted.
36. Admitted.
37. Admitted.
38. Admitted.
39. Admitted.
40. Admitted.
41. Admitted.

42. Admitted.

43. Admitted.

44. Denied. Respondent is unable to locate a copy of the referenced lease agreement, therefore strict proof thereof is demanded.

45. Denied. Respondent is unable to locate a copy of the referenced lease agreement, therefore strict proof thereof is demanded.

46. Denied. Respondent is unable to locate a copy of the referenced lease agreement, therefore strict proof thereof is demanded.

47. Admitted.

48. Admitted.

49. Admitted.

50. Admitted.

51. Admitted.

52. Admitted.

53. Admitted.

54. Admitted.

55. Admitted.

56. Admitted.

57. Admitted.

58. Admitted.

59. Admitted.

60. Admitted.

61. Admitted.

62. Denied. Respondent is unable to locate a copy of the referenced lease agreement, therefore strict proof thereof is demanded.

63. Denied. Respondent is unable to locate a copy of the referenced lease agreement, therefore strict proof thereof is demanded.

64. Denied. Respondent is unable to locate a copy of the referenced lease agreement, therefore strict proof thereof is demanded.

**IV. VIOLATIONS (Counts 1-2)**

65. This is an incorporation paragraph to which no response is required.

66. Denied as a conclusion of law to which no further response is required. Without waiving the foregoing, Respondent did not provide the lessees with a copy of the EPA lead pamphlet or equivalent pamphlet pursuant to Lease Transactions #10 and #11. With respect to Lease Transaction #10, the subject lease was dated October 10, 2005. Respondent received a Clearance Examination Report for 713 North Duke Street, Apartment #2, dated October 12, 2005, a copy of which is attached hereto as Exhibit 1. Pursuant to 40 C.F.R. § 745.101(b), leases of target housing that have been found to be lead-based paint free by an inspector certified under the Federal Certification program or under federally accredited state or travel certification program are excluded under the requirements of sub part F. As indicated above, 713 North Duke Street, Apartment #2 was certified by an appropriate certified inspector for the City of Lancaster on October 12, 2005. As such, Respondent respectfully submits that the referenced lease transaction is not subject to the requirements of subpart F, including 40 C.F. R. § 745.107(a)(1).

67. Denied as a conclusion of law to which no further response is required. Without waiving the foregoing, Respondent incorporates by reference his response to paragraph 66 above. With respect to Lease Transaction #10, Respondent respectfully submits that the Lease

Transaction is not subject to the requirements of sub part F in that a certified inspector certified the referenced housing unit as being lead based paint free within two days after the date of the referenced Lease Transaction.

**Count 3**

68. This is an incorporation paragraph to which no response is required.

69. Denied as a conclusion of law to which no further response is required. Without waiving the foregoing, as noted in Respondent's responses to paragraph 66 and 67, above, Respondent received the Clearance Examination Report dated October 12, 2005 which pursuant to 40 C.F.R. §745.101(b), exempts Lease Transaction #10 from the requirements of sub part F, including 40 C.F.R. § 745.107(a)(2).

70. Denied as a conclusion of law to which no further response is required. Without waiving the forgoing, Respondent incorporates by reference his response to Paragraph 69, above.

**Count 4**

71. This is an incorporation paragraph to which no response is required.

72. Admitted in part and denied in part. Admitted that Respondent did not provide to lessee, records and/or reports pertaining to lead based paint in the unit, as such information is available to the lessor. Denied that Respondent was obligated to provide such records and/or reports. As Respondent received the Clearance Examination Report dated October 12, 2005 indicating that the referenced unit at 713 North Duke Street, Apartment #2 was lead base paint free and as such was exempt from the requirements of sub part F.

73. Denied as a conclusion of law to which no further response is required. Without waiving the foregoing, Respondent hereby incorporated by reference his response to paragraph