



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5
77 WEST JACKSON BOULEVARD
CHICAGO, IL 60604-3590

SEP 26 2012

REPLY TO THE ATTENTION OF:

LC-8J

CERTIFIED MAIL

Receipt No. 7009 1680 0000 7668 1247

Three C's Management and Development Corporation
1282 East 71st Street
Cleveland, Ohio 44103
ATT: David Collier

Re: In the matter of Three C's Management and Development Corporation,
Docket number: **TSCA-05-2012-0026**

Dear Mr. Collier:

I have enclosed the Complaint filed by the U.S. Environmental Protection Agency against Three C's Management and Development under 16(a) of the Toxics Substances Control Act, 15 U.S.C. § 2615(a), and a copy of the Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and Consolidated Rules, at 40 C.F.R. Part 22.

As provided in the Complaint, if you would like to request a hearing, you must file an answer to the Complaint in which you specifically request a hearing. You must file your answer within 30 days after receiving the Complaint with the Regional Hearing Clerk (E-19J), U.S. EPA, Region 5, 77 West Jackson Boulevard, Chicago, Illinois 60604 and send a copy to Jeffery Trevino, Office of Regional Counsel (C-14J), U.S. EPA, 77 West Jackson Boulevard, Chicago, Illinois 60604.

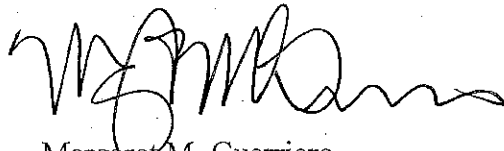
Please note that if you do not file an answer to the Complaint within 30 days after receiving the Complaint, EPA may seek a default order assessing the proposed penalty and the assessed penalty will be due 30 days after the order becomes final.

If you intend to file with the Regional Hearing Clerk, as part of the record in this matter, any document that includes trade secrets, proprietary information or any business information that you claim is entitled to confidential treatment, you may submit the document "under seal." The rules for submitting confidential information under seal are set forth at Section 22.5(d) of the Consolidated Rules, 40 C.F.R. § 22.5(d). You should also refer to 40 C.F.R. Part 2, Subpart B. For more information about the procedures for submitting information under seal, go to:

<http://epa.gov/oalj/orders/alj-practice-manual.pdf>. EPA reserves its right to object to the submission of documents under seal.

Whether or not you request a hearing, you may request an informal settlement conference. If you would like to request a conference, or if you have any questions about this matter, please contact Jeffery Trevino, Associate Regional Counsel, at (312) 886-6729.

Sincerely,



Margaret M. Guerriero
Director
Land and Chemicals Division

Enclosures (2)

cc: Regional Hearing Clerk (E-19J)
J. Trevino (C-14J)

UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 5

In the Matter of:)
)
Three C's Management and Development)
Corporation)
Cleveland, Ohio,)
)
Respondent.)
_____)

Docket No. TSCA-05-2012-0026

Proceeding to Assess a Civil Penalty
Under Section 16(a) of the Toxic Substances
Control Act, 15 U.S.C. § 2615(a)

RECEIVED

SEP 26 2012

REGIONAL HEARING CLERK
U.S. ENVIRONMENTAL
PROTECTION AGENCY

Complaint

1. This is an administrative proceeding to assess a civil penalty under Section 16(a) of the Toxic Substances Control Act (TSCA), 15 U.S.C. § 2615(a).
2. The Complainant is, by lawful delegation, the Director of the Land and Chemicals Division, U.S. Environmental Protection Agency, Region 5.
3. Respondent is Three C's Management and Development, 1282 East 71st Street, Cleveland, Ohio, 44103, a corporation doing business in the State of Ohio.

Statutory and Regulatory Background

4. In promulgating the Residential Lead-Based Paint Hazard Reduction Act of 1992 (the Act), at 42 U.S.C. § 4851, *et seq.*, Congress found, among other things, that low-level lead poisoning is widespread among American children, afflicting as many as 3,000,000 children under the age of 6; at low levels, lead poisoning in children causes intelligence deficiencies, reading and learning disabilities, impaired hearing, reduced attention span, hyperactivity, and behavior problems; and the ingestion of household dust containing lead from deteriorating or abraded lead-based paint is the most common cause of lead poisoning in children. Key

components of the national strategy to reduce and eliminate the threat of childhood lead poisoning are mandatory disclosure and notification requirements for residential rentals and sales. Section 1018 of the Act, 42 U.S.C. § 4852d, requires the Administrator of EPA and the Secretary of the United States Department of Housing and Urban Development (HUD) to promulgate regulations for the disclosure of lead-based paint hazards in target housing which is offered for sale or lease.

5. EPA and HUD promulgated regulations codified at 40 C.F.R. Part 745, Subpart F and 24 C.F.R. Part 35, Subpart A, Disclosure of Known Lead-Based Paint and/or Lead-Based Paint Hazards Upon Sale or Lease of Residential Property (Disclosure Rule) pursuant to 42 U.S.C. § 4852d. Owners of more than four residential dwellings were required to comply with the Disclosure Rule by September 6, 1996, pursuant to 40 C.F.R. § 745.102(a).

6. The Disclosure Rule implemented the provisions of 42 U.S.C. § 4852d which imposed certain requirements on the sale or lease of target housing. 40 C.F.R. § 745.100.

7. 40 C.F.R. § 745.103 defined "target housing" as 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.

8. 40 C.F.R. § 745.103 defined "lessor" as 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.

9. 40 C.F.R. § 745.103 defined "lessee" as 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.

10. 40 C.F.R. § 745.103 defined “agent” as any party who enters into a contract with a seller or a lessor, including any party who enters into a contract with a representative of the seller or lessor, for the purpose of selling or leasing target housing.

11. 40 C.F.R. § 745.100 required, among other things, that the seller or lessor of target housing complete the required disclosure activities before a purchaser or lessee is obligated under any contract to purchase or lease target housing.

12. 40 C.F.R. § 745.113(b) required that each contract to lease target housing include, as an attachment or within the contract, a Lead Warning Statement as set out in 40 C.F.R. § 745.113(b)(1); a statement by the lessor disclosing the presence of any known lead-based paint and/or lead-based paint hazards in the target housing with any additional supporting information available, or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards; a list of any records or reports available to the lessor that have been provided to the lessee regarding lead-based paint and/or lead-based paint hazards in the target housing or a statement that no such records are available; a statement by the lessee affirming receipt of the information required by 40 C.F.R. § 745.113(b)(2) and (3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696; and signatures and dates of signatures of the lessor, agent, and lessee certifying the accuracy of their statements to the best of their knowledge.

13. Under 42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.118(e), failing or refusing to comply with the Disclosure Rule violates Section 409 of TSCA, 15 U.S.C. § 2689, which may subject the violator to administrative civil penalties under Section 16(a) of TSCA, 15 U.S.C. § 2615(a), 42 U.S.C. § 4852d(b)(5), and 40 C.F.R. § 745.118(f).

14. The Administrator of EPA may assess a civil penalty of up to \$11,000 for each violation of Section 409 of TSCA that occurred after July 28, 1997 through January 12, 2009 and may assess a civil penalty of up to \$16,000 for each violation of Section 409 of TSCA that occurred after January 12, 2009, pursuant to 42 U.S.C. § 4852d(b)(5), 15 U.S.C. § 2615(a), and 40 C.F.R. Part 19.

General Allegations

15. Complainant incorporates herein the above paragraphs.

16. Respondent entered into a lease agreement (contract) for a single-family dwelling or a single-family dwelling unit in a structure that contained more than one such unit, at the following street addresses in Cleveland, Ohio, on the following dates.

Address	Unit	Date of Lease
1286 East 71 st Street	18	09/27/07
3142 East 93 rd Street	3	06/26/08
1275 Addison Road	9	07/01/08
9425 Carton Avenue		07/23/08
1280 East 71 st Street	25	10/21/08
1126 East 79 th Street	2	11/18/08
707 East 96 th Street		12/29/08
554 East 101 st Street	--	03/01/09
1337 East 89 th Street		04/01/09
1126 East 79 th Street	4	06/04/09

17. Between September 27, 2007 and June 4, 2009, Respondent owned and operated each single-family dwelling or single-family dwelling unit in a structure that contained more than one such unit, at the above street addresses in Cleveland, Ohio.

18. Between September 27, 2007 and June 4, 2009, each single-family dwelling or single-family dwelling unit in a structure that contained more than one such unit, was a

“residential dwelling,” as defined at 40 C.F.R. § 745.103.

19. Each residential dwelling was constructed prior to 1978.

20. Therefore, each residential dwelling was “target housing,” as defined at 40 C.F.R. § 745.103.

21. Each of the contracts covered a term of occupancy greater than 100 days.

22. Therefore, Respondent was a “lessor,” as defined at 40 C.F.R. § 745.103.

23. Each person who signed a lease to pay rent in exchange for occupancy of the target housing was a “lessee,” as defined at 40 C.F.R. § 745.103.

Counts 1 – 5

Lease, dated September 27, 2007, for 1286 East 71st Street, Apt. 18, Cleveland, Ohio

24. Complainant incorporates herein the General Allegations of the Complaint.

25. On September 27, 2007, Respondent leased to a person target housing located at 1286 East 71st Street, Apt. 18, Cleveland, Ohio.

26. The contract to lease target housing failed to include, as an attachment or within the contract, a Lead Warning Statement as required by 40 C.F.R. § 745.113(b)(1). (Count 1).

27. The contract to lease target housing failed to include, as an attachment or within the contract, a statement by the lessor disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence as required by 40 C.F.R. § 745.113(b)(2). (Count 2).

28. The contract to lease target housing failed to include, as an attachment or within the contract, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the housing that have been provided to the lessee or a statement that no such records are available as required by 40 C.F.R. § 745.113(b)(3). (Count 3).

29. The contract to lease target housing, as an attachment or within the contract, a statement by the lessee affirming receipt of the information required by 40 C.F.R. § 745.113(b)(2) and (3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, as required by 40 C.F.R. § 745.113(b)(4). (Count 4).

30. The contract to lease target housing failed to include, as an attachment or within the contract, the signatures of the lessor, agent, and the lessee certifying to the accuracy of their statements and the dates of such signatures as required by 40 C.F.R. § 745.113(b)(6). (Count 5).

31. Respondent's failures constituted violations of the regulations at 40 C.F.R. § 745.113(b)(1), (b)(2), (b)(3), (b)(4), and (b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 6 – 8

Lease, dated June 26, 2008, for 3142 East 93rd Street, Apt. 3, Cleveland, Ohio

32. Complainant incorporates herein the General Allegations of the Complaint.

33. On June 26, 2008, Respondent leased to a person target housing located at 3142 East 93rd Street, Apt. 3, Cleveland, Ohio.

34. The contract to lease target housing failed to include, as an attachment or within the contract, a statement by the lessor disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence as required by 40 C.F.R. § 745.113(b)(2). (Count 6).

35. The contract to lease target housing failed to include, as an attachment or within the contract, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the housing that have been provided to the lessee or a statement that no such records are available as required by 40 C.F.R. § 745.113(b)(3). (Count 7).

36. The contract to lease target housing failed to include, as an attachment or within the

contract, the signatures of the lessor, agent, and the lessee certifying to the accuracy of their statements and the dates of such signatures as required by 40 C.F.R. § 745.113(b)(6). (Count 8).

37. Respondent's failures constituted violations of the regulations at 40 C.F.R § 745.113(b)(2), (b)(3), and (b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 9 - 11

Lease, dated July 1, 2008, for 1275 Addison Road, Apt. 9, Cleveland, Ohio

38. Complainant incorporates herein the General Allegations of the Complaint.

39. On July 1, 2008, Respondent leased to a person target housing located at 1275 Addison Road, Apt. 9, Cleveland, Ohio.

40. The contract to lease target housing failed to include, as an attachment or within the contract, a statement by the lessor disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence as required by 40 C.F.R. § 745.113(b)(2). (Count 9).

41. The contract to lease target housing failed to include, as an attachment or within the contract, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the housing that have been provided to the lessee or a statement that no such records are available as required by 40 C.F.R. § 745.113(b)(3). (Count 10).

42. The contract to lease target housing failed to include, as an attachment or within the contract, the signatures of the lessor, agent, and the lessee certifying to the accuracy of their statements and the dates of such signatures as required by 40 C.F.R. § 745.113(b)(6). (Count 11).

43. Respondent's failures constituted violations of the regulations at 40 C.F.R § 745.113(b)(2), (b)(3), and (b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 12 - 14

Lease, dated July 23, 2008, for 9425 Carton Avenue, Cleveland, Ohio

44. Complainant incorporates herein the General Allegations of the Complaint.

45. July 23, 2008, Respondent leased to a person target housing located at 9425 Carton Avenue, Cleveland, Ohio.

46. The contract to lease target housing failed to include, as an attachment or within the contract, a statement by the lessor disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence as required by 40 C.F.R. § 745.113(b)(2). (Count 12).

47. The contract to lease target housing failed to include, as an attachment or within the contract, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the housing that have been provided to the lessee or a statement that no such records are available as required by 40 C.F.R. § 745.113(b)(3). (Count 13).

48. The contract to lease target housing failed to include, as an attachment or within the contract, the signatures of the lessor, agent, and the lessee certifying to the accuracy of their statements and the dates of such signatures as required by 40 C.F.R. § 745.113(b)(6). (Count 14).

49. Respondent's failures constituted violations of the regulations at 40 C.F.R. § 745.113(b)(2), (b)(3), and (b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 15 – 19

Lease, dated October 21, 2008, for 1280 East 71st Street, Apt. 25, Cleveland, Ohio

50. Complainant incorporates herein the General Allegations of the Complaint.

51. On October 21, 2008, Respondent leased to a person target housing located at 1280

East 71st Street, Apt. 25, Cleveland, Ohio.

52. The contract to lease target housing failed to include, as an attachment or within the contract, a Lead Warning Statement as required by 40 C.F.R. § 745.113(b)(1). (Count 15).

53. The contract to lease target housing failed to include, as an attachment or within the contract, a statement by the lessor disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence as required by 40 C.F.R. § 745.113(b)(2). (Count 16).

54. The contract to lease target housing failed to include, as an attachment or within the contract, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the housing that have been provided to the lessee or a statement that no such records are available as required by 40 C.F.R. § 745.113(b)(3). (Count 17).

55. The contract to lease target housing, as an attachment or within the contract, a statement by the lessee affirming receipt of the information required by 40 C.F.R. § 745.113(b)(2) and (3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, as required by 40 C.F.R. § 745.113(b)(4). (Count 18).

56. The contract to lease target housing failed to include, as an attachment or within the contract, the signatures of the lessor, agent, and the lessee certifying to the accuracy of their statements and the dates of such signatures as required by 40 C.F.R. § 745.113(b)(6). (Count 19).

57. Respondent's failures constituted violations of the regulations at 40 C.F.R. § 745.113(b)(1), (b)(2), (b)(3), (b)(4), and (b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 20 - 24

Lease, dated November 18, 2008, for 1126 East 79th Street, Apt. 2, Cleveland, Ohio

58. Complainant incorporates herein the General Allegations of the Complaint.

59. On November 18, 2008, Respondent leased to a person target housing located at 1126 East 79th Street, Apt. 2, Cleveland, Ohio.

60. The contract to lease target housing failed to include, as an attachment or within the contract, a Lead Warning Statement as required by 40 C.F.R. § 745.113(b)(1). (Count 20).

61. The contract to lease target housing failed to include, as an attachment or within the contract, a statement by the lessor disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence as required by 40 C.F.R. § 745.113(b)(2). (Count 21).

62. The contract to lease target housing failed to include, as an attachment or within the contract, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the housing that have been provided to the lessee or a statement that no such records are available as required by 40 C.F.R. § 745.113(b)(3). (Count 22).

63. The contract to lease target housing, as an attachment or within the contract, a statement by the lessee affirming receipt of the information required by 40 C.F.R. § 745.113(b)(2) and (3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, as required by 40 C.F.R. § 745.113(b)(4). (Count 23).

64. The contract to lease target housing failed to include, as an attachment or within the contract, the signatures of the lessor, agent, and the lessee certifying to the accuracy of their statements and the dates of such signatures as required by 40 C.F.R. § 745.113(b)(6). (Count 24).

65. Respondent 's failures constituted violations of the regulations at 40 C.F.R § 745.113(b)(1), (b)(2), (b)(3), (b)(4), and (b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 25 - 27

Lease, dated December 29, 2008, for 707 East 96th Street, Cleveland, Ohio

66. Complainant incorporates herein the General Allegations of the Complaint.

67. On December 29, 2008, Respondent leased to a person target housing located at 707 East 96th Street, Cleveland, Ohio.

68. The contract to lease target housing failed to include, as an attachment or within the contract, a statement by the lessor disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence as required by 40 C.F.R. § 745.113(b)(2). (Count 25).

69. The contract to lease target housing failed to include, as an attachment or within the contract, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the housing that have been provided to the lessee or a statement that no such records are available as required by 40 C.F.R. § 745.113(b)(3). (Count 26).

70. The contract to lease target housing failed to include, as an attachment or within the contract, the signatures of the lessor, agent, and the lessee certifying to the accuracy of their statements and the dates of such signatures as required by 40 C.F.R. § 745.113(b)(6). (Count 27).

71. Respondent 's failures constituted violations of the regulations at 40 C.F.R § 745.113(b)(2), (b)(3), and (b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 28 - 30

Lease, dated March 1, 2009, for 554 East 101st Street, Cleveland, Ohio

72. Complainant incorporates herein the General Allegations of the Complaint.

73. On March 1, 2009, Respondent leased to a person target housing located at 554 East 101st Street, Cleveland, Ohio.

74. The contract to lease target housing failed to include, as an attachment or within the contract, a statement by the lessor disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence as required by 40 C.F.R. § 745.113(b)(2). (Count 28).

75. The contract to lease target housing failed to include, as an attachment or within the contract, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the housing that have been provided to the lessee or a statement that no such records are available as required by 40 C.F.R. § 745.113(b)(3). (Count 29).

76. The contract to lease target housing failed to include, as an attachment or within the contract, the signatures of the lessor, agent, and the lessee certifying to the accuracy of their statements and the dates of such signatures as required by 40 C.F.R. § 745.113(b)(6). (Count 30).

77. Respondent's failures constituted violations of the regulations at 40 C.F.R. § 745.113(b)(2), (b)(3), and (b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 31 – 33

Lease, dated April 1, 2009, for 1337 East 89th Street, Cleveland, Ohio

78. Complainant incorporates herein the General Allegations of the Complaint.

79. On April 1, 2009, Respondent leased to a person target housing located at 1337 East

89th Street, Cleveland, Ohio.

80. The contract to lease target housing failed to include, as an attachment or within the contract, a statement by the lessor disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence as required by 40 C.F.R. § 745.113(b)(2). (Count 31).

81. The contract to lease target housing failed to include, as an attachment or within the contract, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the housing that have been provided to the lessee or a statement that no such records are available as required by 40 C.F.R. § 745.113(b)(3). (Count 32).

82. The contract to lease target housing failed to include, as an attachment or within the contract, the signatures of the lessor, agent, and the lessee certifying to the accuracy of their statements and the dates of such signatures as required by 40 C.F.R. § 745.113(b)(6). (Count 33).

83. Respondent's failures constituted violations of the regulations at 40 C.F.R. § 745.113(b)(2), (b)(3), and (b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Counts 34 - 38

Lease, dated June 4, 2009, for 1126 East 79th Street, Apt. 4, Cleveland, Ohio

84. Complainant incorporates herein the General Allegations of the Complaint.

85. On June 4, 2009, Respondent leased to a person target housing located at 1126 East 79th Street, Apt. 4, Cleveland, Ohio.

86. The contract to lease target housing failed to include, as an attachment or within the contract, a Lead Warning Statement as required by 40 C.F.R. § 745.113(b)(1). (Count 34).

87. The contract to lease target housing failed to include, as an attachment or within the

contract, a statement by the lessor disclosing either the presence of any known lead-based paint and/or lead-based paint hazards in the target housing or a lack of knowledge of such presence as required by 40 C.F.R. § 745.113(b)(2). (Count 35).

88. The contract to lease target housing failed to include, as an attachment or within the contract, a list of any records or reports available to the lessor regarding lead-based paint and/or lead-based paint hazards in the housing that have been provided to the lessee or a statement that no such records are available as required by 40 C.F.R. § 745.113(b)(3). (Count 36).

89. The contract to lease target housing, as an attachment or within the contract, a statement by the lessee affirming receipt of the information required by 40 C.F.R. § 745.113(b)(2) and (3) and the Lead Hazard Information Pamphlet required under 15 U.S.C. § 2696, as required by 40 C.F.R. § 745.113(b)(4). (Count 37).

90. The contract to lease target housing failed to include, as an attachment or within the contract, the signatures of the lessor, agent, and the lessee certifying to the accuracy of their statements and the dates of such signatures as required by 40 C.F.R. § 745.113(b)(6). (Count 38).

91. Respondent's failures constituted violations of the regulations at 40 C.F.R. § 745.113(b)(1), (b)(2), (b)(3), (b)(4), and (b)(6), 15 U.S.C. § 2689, and 42 U.S.C. § 4852d(b)(5).

Proposed Civil Penalty

92. To determine the amount of any civil penalty, Section 16 of TSCA 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 factors as

justice may require.

93. EPA calculates a civil penalty by applying its Section 1018 - Disclosure Rule Enforcement Response Policy dated December 2007 (Response Policy). This Response Policy provides a rational, consistent and equitable calculation methodology for applying the statutory factors to particular cases. As discussed in the Response Policy, the severity of each violation alleged in the complaint is based on the extent to which each violation impairs the ability of a lessee to assess information regarding hazards associated with lead-based paint, and precludes the lessee from making a fully informed decision whether to lease the housing or take appropriate measures to protect against lead-based paint hazards. Factors relevant to assessing an appropriate penalty include information pertaining to a Respondent's ability to pay a penalty, any evidence showing that no lead-based paint exists in the cited housing, and any evidence that Respondent has taken steps to discover the presence of and/or has taken steps to abate lead-based paint and its hazards in subject housing.

94. Complainant proposes that the Administrator assess a civil penalty against Respondent for the violations alleged in this Complaint as follows.

Count 1

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745. 113(b)(1) \$ 10,320.00

Count 2

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745. 113(b)(2) \$ 7,740.00

Count 3

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745. 113(b)(3) \$ 2,580.00

Count 4

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(4) \$ 5,160.00

Count 5

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(6) \$ 1,290.00

Count 6

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(2) \$ 770.00

Count 7

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(3) \$ 260.00

Count 8

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(6) \$ 130.00

Count 9

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(2) \$ 770.00

Count 10

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(3) \$ 260.00

Count 11

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(6) \$ 130.00

Count 12

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(2) \$ 7,740.00

Count 13

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(3) \$ 2,580.00

Count 14

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(6) \$ 1,290.00

Count 15

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(1) \$ 1,550.00

Count 16

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(2) \$ 770.00

Count 17

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(3) \$ 260.00

Count 18

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(4) \$ 520.00

Count 19

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(6) \$ 130.00

Count 20

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(1) \$ 7,090.00

Count 21

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(2) \$ 5,670.00

Count 22

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(3) \$ 1,850.00

Count 23

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(4) \$ 3,540.00

Count 24

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(6) \$ 710.00

Count 25

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(2) \$ 7,740.00

Count 26

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(3) \$ 2,580.00

Count 27

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(6) \$ 1,290.00

Count 28

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(2) \$ 850.00

Count 29

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(3) \$ 290.00

Count 30

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(6) \$ 150.00

Count 31

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(2) \$ 8,500.00

Count 32

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(3) \$ 2,840.00

Count 33

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(6) \$ 1,420.00

Count 34

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(1) \$ 6,450.00

Count 35

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(2) \$ 5,160.00

Count 36

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(3) \$ 1,680.00

Count 37

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(4) \$ 3,220.00

Count 38

42 U.S.C. § 4852d(b)(5) and 40 C.F.R. § 745.113(b)(6) \$ 640.00

Total Proposed Civil Penalty \$ 105,920.00

Rules Governing This Proceeding

The Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits (Consolidated Rules) at 40 C.F.R. Part 22 govern this proceeding to assess a civil penalty. Enclosed with the Complaint is a copy of the Consolidated Rules.

Filing and Service of Documents

Respondent must file with the Regional Hearing Clerk the original and one copy of each document Respondent intends to include as part of the record in this proceeding. The Regional Hearing Clerk's address is:

Regional Hearing Clerk (E-19J)
U.S. EPA, Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604

Respondent must serve a copy of each document filed in this proceeding on each party pursuant to Section 22.5 of the Consolidated Rules. Complainant has authorized Jeffery M. Trevino to receive any answer and subsequent legal documents that Respondent serves in this proceeding. You may telephone Jeffery Trevino at (312) 886-6729. His address is:

Jeffery Trevino
Associate Regional Counsel
U.S. EPA, Region 5
77 West Jackson Boulevard (C-14J)
Chicago, Illinois 60604

Penalty Payment

Respondent may resolve this proceeding at any time by paying the proposed penalty by certified or cashier's check payable to "Treasurer, United States of America" and by delivering the check to:

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

Respondent must include the case name and docket number on the check and in the letter transmitting the check. Respondent simultaneously must send copies of the check and transmittal letter to Jeffery Trevino and to:

Paul Fericelli
Pesticides and Toxics Compliance Section
U.S. EPA, Region 5
77 West Jackson Boulevard (LC-8J)
Chicago, Illinois 60604

Answer and Opportunity to Request a Hearing

If Respondent contests any material fact upon which the Complaint is based or the appropriateness of any penalty amount, or contends that it is entitled to judgment as a matter of law, Respondent may request a hearing before an Administrative Law Judge. To request a hearing, Respondent must file a written Answer within 30 days of receiving this Complaint and must include in that written Answer a request for a hearing. Any hearing will be conducted

according to the Consolidated Rules.

In counting the 30-day time period, the date of receipt is not counted, but Saturdays, Sundays, and federal legal holidays are counted. If the 30-day time period expires on a Saturday, Sunday, or federal legal holiday, the time period extends to the next business day.

To file an answer, Respondent must file the original written answer and one copy with the Regional Hearing Clerk at the address specified above.

Respondent's written answer must clearly and directly admit, deny, or explain each of the factual allegations in the Complaint; or must state clearly that Respondent has no knowledge of a particular factual allegation. Where Respondent states that it has no knowledge of a particular factual allegation, the allegation is deemed denied. Respondent's failure to admit, deny, or explain any material factual allegation in the Complaint constitutes an admission of the allegation. Respondent's answer must also state:

- a. The circumstances or arguments which Respondent alleges constitute grounds of defense;
- b. The facts that Respondent disputes;
- c. The basis for opposing the proposed penalty; and
- d. Whether Respondent requests a hearing.

If Respondent does not file a written answer within 30 calendar days after receiving this Complaint, the Presiding Officer may issue a default order, after motion, under Section 22.17 of the Consolidated Rules. Default by Respondent constitutes an admission of all factual allegations in the Complaint and a waiver of the right to contest the factual allegations.

Respondent must pay any penalty assessed in a default order without further proceedings 30 days after the order becomes the final order of the Administrator of EPA under Section 22.27(c) of the

Consolidated Rules.

Settlement Conference

Whether or not Respondent requests a hearing, Respondent may request an informal settlement conference to discuss the facts of this proceeding and to arrive at a settlement. To request an informal settlement conference, Respondent may contact Jeffery M. Trevino at the address provided above.

Respondent's request for an informal settlement conference does not extend the 30-calendar-day period for filing a written Answer to this Complaint. Respondent may pursue simultaneously the informal settlement conference and the adjudicatory hearing process. The Complainant encourages all parties facing civil penalties to pursue settlement through an informal conference. The Complainant, however, will not reduce the penalty simply because the parties hold an informal settlement conference.

Continuing Obligation to Comply


Respondent's payment of the civil penalty will not satisfy Respondent's legal obligation to comply with TSCA and any other applicable federal, state, or local law.

Consent Agreement and Final Order

EPA has authority, where appropriate, to modify the amount of the proposed penalty to reflect any settlement reached with Respondent in an informal conference. The terms of the settlement would be embodied in a Consent Agreement and Final Order.

A Consent Agreement signed by both parties is binding when the Regional Administrator signs the Final Order and it is filed with the Regional Hearing Clerk.

September 24, 2012
Date


Margaret Guerriero
Director
Land and Chemicals Division

RECEIVED

SEP 26 2012

REGIONAL HEARING CLERK
U.S. ENVIRONMENTAL
PROTECTION AGENCY

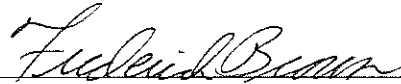
CERTIFICATE OF SERVICE

I hereby certify that the original signed copy of the Complaint in resolution of the civil administrative action involving Three C's Management and Development Corporation was filed on September 26, 2012, with the Regional Hearing Clerk (E-19J), U.S. Environmental Protection Agency, Region 5, 77 West Jackson Boulevard, Chicago, Illinois 60604, and that I mailed by Certified Mail, Receipt No. 7009 1680 0000 7668 1247 a copy of the original to the Respondent:

Three C's Management and Development Corporation
1282 East 71st Street
Cleveland, Ohio 44103
ATTN: David Collier

and forwarded copies (intra-Agency) to:

Ann Coyal, Regional Judicial Officer, ORC/C-14J
J. Trevino, Counsel for Complainant/C-14J
Eric Volck, Cincinnati Finance/MWD



Frederick Brown
Pesticides and Toxics Compliance Section
U.S. EPA - Region 5
77 West Jackson Boulevard
Chicago, Illinois 60604-3590

Docket No. TSCA-05-2012-0026

RECEIVED
SEP 26 2012
REGIONAL HEARING CLERK
U.S. ENVIRONMENTAL
PROTECTION AGENCY