

EPA ENFORCEMENT ACCOUNTS RECEIVABLE CONTROL NUMBER FORM

TO BE FILLED OUT BY ORIGINATING OFFICE:

(Attach a copy of the final order and transmittal letter to Defendant/Respondent)

This form was originated by: JIM HEENEHAN 4/1/09
Name of Contact person Date

in the EPA-3 ORC at 215-814-2640
Office Phone number

Non-SF Jud. Order/Consent Decree. DOJ COLLECTS Administrative Order/Consent Agreement FMD COLLECTS PAYMENT

SF Jud. Order/Consent Decree. FMD COLLECTS

This is an original debt This is a modification

Name of Person and/or Company/Municipality making the payment
ARBORS MANAGEMENT INC.

The Total Dollar Amount of Receivable \$ 20,000
(If in installments, attach schedule of amounts and respective due dates)

The Case Docket Number TSCA-03-2009-0121

The Site-Specific Superfund Acct. Number _____

The Designated Regional/HQ Program Office OFFICE OF TOXICS AND CHEMICALS

TO BE FILLED OUT BY LOCAL FINANCIAL MANAGEMENT OFFICE:

The IFMS Accounts Receivable Control Number _____

If you have any questions call: _____
Name of Contact Date

in the Financial Management Office, phone number: _____

JUDICIAL ORDERS: Copies of this form with an attached copy of the front page of the final judicial order should be mailed to:

- 1. U.S. Environmental Protection Agency
Cincinnati Finance Center
26 W. Martin Luther King Drive (MS-002)
Cincinnati, OH 45268
- 2. Originating Office (ORC)
- 3. Designated Program Office

Attn: Lori Weidner

ADMINISTRATIVE ORDERS: Copies of this form with an attached copy of the front page of the administrative order should be sent to:

- 1. Originating Office
Regional Hearing Clerk
- 2. Designated Program Office
- 3. Regional Counsel

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

In the Matter of:

**Arbors Management, Inc.
1670 Golden Mile Highway
Monroeville, PA 15146**

Respondent,

:
:
:
:
:
:
:
:
:
:
:

Docket No. TSCA-03-2009-0121

CONSENT AGREEMENT

I. PRELIMINARY STATEMENT

1. This Consent Agreement is entered into by the Director of the Land and Chemicals Division, U. S. Environmental Protection Agency, Region III (“Complainant”) and Arbors Management, Inc. (“Respondent”) pursuant to Sections 409 and 16(a) of the Toxic Substances Control Act (“TSCA”), 15 U.S.C. §§ 2689 and 2615(a), the federal regulations set forth at 40 C.F.R. Part 745, Subpart F (the “Disclosure Rule”), and the *Consolidated Rules of Practice Governing the Administrative Assessment of Civil Penalties and the Revocation/Termination or Suspension of Permits* (“*Consolidated Rules of Practice*”), 40 C.F.R. Part 22, with specific reference to 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3)).
2. The violations cited herein pertain to the Respondent’s alleged failure to comply with requirements of the Residential Lead-Based Paint Hazard Reduction Act of 1992 (“RLBPHRA”), 42 U.S.C. §§ 4851 *et seq.*, and regulations promulgated thereunder, as set forth in 40 C.F.R. Part 745, Subpart F, which statutory and regulatory provisions are enforceable pursuant to RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5), and Section 409 of TSCA, 15 U.S.C. § 2689.
3. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) of the *Consolidated Rules of Practice*, Complainant hereby simultaneously commences and resolves, as part of the settlement set forth herein, the claims identified in Section IV (“Findings of Fact and Conclusions of Law”) of this Consent Agreement.

II. JURISDICTION

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

III. GENERAL PROVISIONS

5. For purposes of this proceeding, Respondent admits the jurisdictional allegations set forth in this Consent Agreement and the attached Final Order, hereinafter collectively referred to as the "CAFO".
6. Except as provided in paragraph 5, above, for the purposes of this proceeding only, Respondent neither admits nor denies the specific factual allegations and conclusions of law set forth in this Consent Agreement and the attached Final Order.
7. Respondent agrees not to contest the jurisdiction of EPA with respect to the execution of this Consent Agreement, the issuance of the attached Final Order, or the enforcement of this CAFO.
8. For purposes of this proceeding only, Respondent hereby expressly waives any right to contest any issue of law or fact set forth in this Consent Agreement and any right to appeal the accompanying Final Order.
9. Respondent consents to the issuance of this CAFO and agrees to comply with its terms and conditions.
10. Each Party to this Consent Agreement shall bear its own costs and attorney's fees.

IV. FINDINGS OF FACT AND CONCLUSIONS OF LAW

11. In accordance with 40 C.F.R. §§ 22.13(b) and 22.18(b)(2) and (3) of the Consolidated Rules of Practice, Complainant alleges and adopts the Findings of Fact and Conclusions of Law set forth immediately below.
12. Respondent Arbors Management, Inc., currently is a Delaware corporation with offices located at several locations in Pennsylvania including 1670 Golden Mile Highway, Monroeville, Pennsylvania, 107 Noble Avenue, Pittsburgh, Pennsylvania, and 4156 Library Road, Pittsburgh, Pennsylvania and, at all times relevant to this CAFO, was doing business in the Commonwealth of Pennsylvania.
13. Pursuant to RLBPHRA Section 1004(27), 42 U.S.C. § 4851b(27), TSCA Section 401(17), 15 U.S.C. § 2681(17), and 40 C.F.R. § 745.103, the term "target housing" means "any housing constructed prior to 1978, except housing for the elderly or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any 0-bedroom dwelling."
14. Pursuant to RLBPHRA Section 1004(23), 42 U.S.C. § 4851b(23), TSCA Section 401(14), 15 U.S.C. § 2681(14), and 40 C.F.R. § 745.103, the term "residential dwelling" means either a single family dwelling, including attached structures such as porches and stoops, or a single-family dwelling unit in a structure that contains more than one

separate residential dwelling unit, and in which each such unit is used or occupied, or intended to be used or occupied, in whole or in part, as the residence of one or more persons.

15. Pursuant to RLBPHRA Section 1004(24), 42 U.S.C. § 4851b(24), and TSCA Section 401(15), 15 U.S.C. § 2681(15), the term “residential real property” means real property on which there is situated one or more residential dwellings used or occupied, or intended to be used or occupied, in whole or in part, as the home or residence of one or more persons.
16. Each of the properties located at the following addresses consist of and, at all times relevant to the violations alleged herein, consisted of real property on which there is situated a residential dwelling in the form of a structure containing 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:
 - a. 1466 Alabama Ave., Pittsburgh, PA;
 - b. 1510 Alabama Ave., Pittsburgh, PA;
 - c. 12 Alice St., Pittsburgh, PA;
 - d. 2240 Allender Ave., Pittsburgh, PA;
 - e. 2975 Glenmore Ave., Pittsburgh, PA;
 - f. 3219 Huxley St., Pittsburgh, PA;
 - g. 972 Manton Way, Pittsburgh, PA;
 - h. 245 Natchez St., Pittsburgh, PA;
 - i. 247 Natchez St., Pittsburgh, PA;
 - j. 2807 Neeld Ave., Pittsburgh, PA;
 - k. 5 Oakland Sq., Pittsburgh, PA;
 - l. 117 Fireside Dr., Canonsburg, PA;
 - m. 101 Schaefer Blvd., Moon Township, PA; and
 - n. 3064 Ridge Rd., South Park, PA.
17. Each of the residential dwellings situated on the residential real properties identified above in paragraph 16 is housing constructed prior to 1978.
18. Each of the residential dwellings situated on the residential real properties identified above in paragraph 16 consists of housing that presently is not, and at the time of the violations alleged herein was not, housing used for the elderly or persons with disabilities or a 0-bedroom dwelling as defined by 40 C.F.R. § 745.103.
19. Each of the residential dwellings situated on the residential real properties identified above in paragraph 16 is “target housing” within the meaning of RLBPHRA Section 1004(27), 42 U.S.C. § 4581b(27), TSCA Section 401(17), 15 U.S.C. § 2681(17), and 40 C.F.R. § 745.103.
20. Pursuant to 40 C.F.R. § 745.103, the term “owner” means any entity that has legal title to

target housing, including but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian tribes and nonprofit organizations, except where a mortgagee holds legal title to property serving as collateral for a mortgage loan, in which case the owner would be the mortgagor.

21. 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.
22. Pursuant to 40 C.F.R. § 745.103, the term “agent” means “any party who enters into a contract with a seller or 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. This term does not apply to purchasers or any purchaser’s representative who receives all compensation from the purchaser.”
23. Pursuant to 40 C.F.R. § 745.103, the term “lessee” means any entity that enters into an agreement to lease, rent, or sublease target housing, including, but not limited to individuals, partnerships, corporations, trusts, government agencies, housing agencies, Indian Tribes, and non-profit organizations.
24. Pursuant to 40 C.F.R. § 745.103, the term “lead-based paint” means “paint or other surface coatings that contain lead equal to or in excess of 1.0 milligram per square centimeter [mg/cm^2] or 0.5 percent by weight.”
25. Pursuant to 40 C.F.R. § 745.103, the term “lead-based paint hazards” means “any condition that causes exposure to lead from lead-contaminated dust, lead-contaminated soil, or lead-contaminated paint that is deteriorated or present in accessible surfaces, friction surfaces, or impact surfaces that would result in adverse human health effects as established by the appropriate Federal agency.”
26. The certification and acknowledgment of disclosure requirements applicable to lessors are set forth at 40 C.F.R. § 745.113 and provide, in pertinent part, as follows:

(a) *Seller requirements.* Each contract to sell target housing shall include, as an attachment containing the following elements, in the language of the contract (e.g., English, Spanish):

* * *

(2) A statement by the seller disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being sold or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards. The seller shall also provide any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as

the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.

(3) A list of any records or reports available to the seller pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the purchaser. If no such records or reports are available, the seller shall so indicate.

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

(5) A statement by the purchaser that he/she has either:

(i) Received the opportunity to conduct the risk assessment or inspection required by [40 C.F.R.] § 745.110(a); or

(ii) Waived the opportunity.

(6) When one or more agents are involved in the transaction to sell target housing on behalf of the seller, a statement that:

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

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

(7) The signatures of the sellers, agents, and purchasers, certifying to the accuracy of their statements, to the best of their knowledge, along with the dates of signature.

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

(1) A Lead Warning Statement with the following language :

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead

poisoning prevention.

(2) A statement by the lessor disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing being leased or indicating no knowledge of the presence of lead-based paint and/or lead-based paint hazards. The lessor shall also disclose any additional information available concerning the known lead-based paint and/or lead-based paint hazards, such as the basis for the determination that lead-based paint and/or lead-based paint hazards exist, the location of the lead-based paint and/or lead-based paint hazards, and the condition of the painted surfaces.

(3) A list of any records or reports available to the lessor pertaining to lead-based paint and/or lead-based paint hazards in the housing that have been provided to the lessee. If no such records or reports are available, the lessor shall so indicate.

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

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

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

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

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

27. Agent responsibilities are set forth at 40 C.F.R. § 745.115 and require, in pertinent part, that:

(a) Each agent shall ensure compliance with all requirements of this subpart. To ensure compliance, the agent shall:

* * *

(2) Ensure that the seller or lessor has performed all activities required under [40 C.F.R.] §§ 745.107, 745.110, and 745.113, or personally ensure compliance with the requirements of [40 C.F.R.] §§ 745.107, 745.110, and 745.113.

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

* * *

(e) Failure or refusal to comply with [40 C.F.R.] § 745.107 (disclosure requirements for sellers and lessors), [40 C.F.R.] § 745.110 (opportunity to conduct an evaluation), [40 C.F.R.] § 745.113 (certification and acknowledgment of disclosure) or [40 C.F.R.] § 745.115 (agent responsibilities) is a violation of [RLBPHRA Section 1018(b)(5),] 42 U.S.C. § 4852d(b)(5) and of TSCA section 409 (15 U.S.C. § 2689).

(f) Violators may be subject to civil and criminal sanctions pursuant to TSCA section 16 (15 U.S.C. § 2615) for each violation. For purposes of enforcing this subpart [40 C.F.R. Part 745, Subpart F], the penalty for each violation applicable under 15 U.S.C. § 2615 shall not be more than \$11,000 for all violations occurring after July 28, 1997; and shall not be more than \$16,000 for violations occurring after January 12, 2009, as set forth in 40 C.F.R. Part 19.

29. At all times relevant to the violations alleged herein, Respondent was an “agent” of each respective “owner” and “lessor” of the “target housing”, as those terms are defined at 40 C.F.R. § 745.103, located at each of the following residential dwelling units, and with respect to each of the eleven (11) respective lease transactions, identified (by Count Numbers, Target Housing Address & Unit, Lease Date and Lease Transaction Number) below:

<u>Count Numbers</u>	<u>Target Housing Address & Unit</u>	<u>Lease Date</u>	<u>Lease Transaction No.</u>
15	1510 Alabama Ave.	09/27/2007	#1
7	12 Alice St., 1 st Floor	11/17/2004	#2
16	2240 Allender Ave.	11/03/2005	#3
1, 3, 5, 8, 12, 17	3219 Huxley St.	03/02/2004 *	#4
2, 4, 6, 9, 13, 18	972 Manton Way, Apt. 2, Rear	10/01/2007	#5
19	245 Natchez St., 1 st Floor	09/07/2007	#6
14	247 Natchez St.	06/30/2006	#7
20	2807 Neeld Ave., 1 st Floor	06/20/2005	#8
10	5 Oakland Sq., Apts. 1 & 2	06/03/2006	#9
11	101 Schaefer Blvd.	09/27/05	#10
21	3064 Ridge Rd.	09/13/2005	#11

* Lease became effective on March 2, 2004. This lease is subject to a tolling agreement between the parties dated February 26, 2009 tolling any limitations period established by law or regulations which may be applicable to the filing of any action by EPA against Respondent for violations set forth herein with respect to such lease until April 28, 2009.

30. At all times relevant to the violations alleged herein, Respondent was an “agent” of each

respective “owner” of the “target housing”, as those terms are defined at 40 C.F.R. § 745.103, located at each of the following residential dwelling units, and with respect to each of the three (3) respective sales transactions, identified (by Count Numbers, Target Housing Address & Unit, and Sale Date and Sale Transaction Number) below:

<u>Count Numbers</u>	<u>Target Housing Address & Unit</u>	<u>Sale Date</u>	<u>Sale Transaction No.</u>
22	1466 Alabama Ave.	05/24/2007	#A
23, 26, 28	2975 Glenmore Ave.	04/29/2005	#B
24, 25, 27, 29	117 Fireside Dr.	02/04/2006	#C

COUNTS 1 – 2

Violation of 40 C.F.R. § 745.115(a)(2)

Failure to ensure Compliance with the Requirements of

40 C.F.R. § 745.113(b)(1)

In Relation To

Lease Transactions #4 and #5

31. The allegations contained in paragraphs 1 through 30, above, of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
32. Pursuant to the “*Agent responsibilities*” of 40 C.F.R. § 745.115(a)(2), which responsibilities are recited fully in paragraph 27, above, each “agent”, as that term is defined at 40 C.F.R. § 745.103, shall ensure compliance with all requirements of 40 C.F.R. Part 745, Subpart F, and, to ensure such compliance, each “agent” shall “ensure that the seller or lessor has performed all activities required under [40 C.F.R.] §§ 745.107, 745.110, and 745.113, or personally ensure compliance with the requirements of [40 C.F.R.] §§ 745.107, 745.110, and 745.113.”
33. Pursuant to the “*Lessor requirements*” of 40 C.F.R. § 745.113(b)(1), which requirements are recited fully in paragraph 26, above, each contract to lease target housing shall include, as an attachment to or within the contract, a Lead Warning Statement with the language set forth in 40 C.F.R. § 745.113(b)(1), which language also is reprinted and set forth in paragraph 26, above.
34. The lessors of the target housing subject to Lease Agreements #4 and #5 each failed to include, as an attachment to or within each such contract a Lead Warning Statement containing the language set forth in, and required by, 40 C.F.R. § 745.113(b)(1).
35. Respondent failed to ensure that a Lead Warning Statement containing the language set forth in, and required by, 40 C.F.R. § 745.113(b)(1) was included by the lessors of the target housing subject to Lease Agreements #4 and #5, as an attachment to or within Lease Agreements #4 and #5, as required by 40 C.F.R. §§ 745.115(a)(2) and 745.113(b)(1), and failed to personally ensure compliance with such requirements.

36. Respondent's failure to ensure that a *Lead Warning Statement* containing the language set forth in 40 C.F.R. § 745.113(b)(1) was included by the relevant lessors either within, or as an attachment to, Lease Agreements #4 and #5, and failure to personally ensure compliance with such requirement, constitutes two (2) separate violations of 40 C.F.R. § 745.115(a)(2), TSCA Section 409, 15 U.S.C. § 2689, and RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5).
37. Each of the two (2) violations alleged in the paragraph immediately above constitute separate counts for purposes of this Consent Agreement, which counts herein are identified and referred to as Counts 1 and 2, as further summarized and delineated in the chart set forth in paragraph 29, above.

COUNTS 3 - 4

Violation of 40 C.F.R. § 745.115(a)(2)

*Failure to ensure Compliance with the Requirements of
40 C.F.R. § 745.113(b)(2)*

In Relation To

Lease Transactions #4 and #5

38. The allegations contained in paragraphs 1 through 37, above, of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
39. Pursuant to the "*Lessor requirements*" of 40 C.F.R. § 745.113(b)(2), which requirements are recited fully in paragraph 26, above, each contract to lease target housing shall include, as an attachment to 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.
40. The lessors of the target housing subject to Lease Transactions #4 and #5 failed to include as an attachment to or within each such contract a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the respective target housing.
41. Respondent failed to ensure that a statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing which is the subject of Lease Transactions #4 and #5 was included by the lessors of the target housing as an attachment to or within Lease Transactions #4 and #5, as required by 40 C.F.R. §§ 745.115(a)(2) and 745.113(b)(2), and failed to personally ensure compliance with such requirements.
42. Respondent's failure to ensure that an appropriate statement disclosing the presence of known lead-based paint and/or lead-based paint hazards in the target housing which is the subject of Lease Transactions #4 and #5 was included by the lessors of such target housing as an attachment to or within Lease Transactions #4 and #5, and failure to personally ensure compliance with such requirement, constitutes two (2) separate

violations of 40 C.F.R. § 745.115(a)(2), TSCA Section 409, 15 U.S.C. § 2689, and RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5).

43. Each of the two (2) violations alleged in the paragraph immediately above constitute separate counts for purposes of this Consent Agreement, which counts herein are identified and referred to as Counts 3 and 4 as further summarized and delineated in the chart set forth in paragraph 29, above.

COUNTS 5 - 6

Violation of 40 C.F.R. § 745.115(a)(2)

Failure to ensure Compliance with the Requirements of

40 C.F.R. § 745.113(b)(3)

In Relation To

Lease Transactions #4 and #5

44. The allegations contained in paragraphs 1 through 43, above, of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
45. Pursuant to the “*Lessor requirements*” of 40 C.F.R. § 745.113(b)(3), which requirements are recited fully in paragraph 26, above, each contract to lease target housing shall include 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 or a statement that no such records or reports are available to the lessor.
46. The lessors of the target housing subject to Lease Transactions #4 and #5 failed to include as an attachment or within each such 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 had been provided to the lessees or a statement that no such records or reports are available to the lessor.
47. Respondent failed to ensure that the lessors of the target housing subject to Lease Transactions #4 and #5 included as an attachment to or within each such 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 had been provided to the lessee or a statement that no such records or reports are available to the lessor, as required by 40 C.F.R. §§ 745.115(a)(2) and 745.113(b)(3), and failed to personally ensure compliance with such requirement.
48. Respondent’s failure to ensure that the lessors of the target housing subject to Lease Transactions #4 and #5 included as an attachment to or within each such 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 had been provided to the lessee or a statement that no such records or reports are available to the lessor, and failure to personally ensure compliance with such requirement, constitutes two (2) separate violations of 40 C.F.R. § 745.115(a)(2), TSCA Section 409, 15 U.S.C. § 2689, and RLBPHRA Section

1018(b)(5), 42 U.S.C. § 4852d(b)(5).

49. Each of the two (2) violations alleged in the paragraph immediately above constitute separate counts for purposes of this Consent Agreement, which counts herein are identified and referred to as Counts 5 and 6, as further summarized and delineated in the chart set forth in paragraph 29, above.

COUNTS 7 - 11

Violation of 40 C.F.R. § 745.115(a)(2)

Failure to ensure Compliance with the Requirements of

40 C.F.R. § 745.113(b)(4)

In Relation To

Lease Transactions #2, #4, #5, #9, and #10

50. The allegations contained in paragraphs 1 through 49, above, of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
51. Pursuant to the “*Lessor requirements*” of 40 C.F.R. § 745.113(b)(4), which requirements are recited fully in paragraph 26, above, each contract to lease target housing shall include, as an attachment to or within the contract, a statement by the lessee affirming receipt of the information set out in paragraphs (b)(2) and (b)(3) of 40 C.F.R. § 745.113 and the lead hazard information pamphlet required under 15 U.S.C. § 2686.
52. The lessors of the target housing subject to Lease Transactions #2, #4, #5, #9, and #10 failed to include as an attachment to or within each such contract a statement by the respective target housing lessee(s) affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3), or of the lead hazard information pamphlet required under 15 U.S.C. § 2686.
53. Respondent failed to ensure that the lessors of the target housing subject to Lease Transactions #2, #4, #5, #9, and #10 included as an attachment to or within each such contract a statement by the respective target housing lessee(s) affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3), or of the lead hazard information pamphlet required under 15 U.S.C. § 2686, as required by 40 C.F.R. §§ 745.115(a)(2) and 745.113(b)(4), and failed to personally ensure compliance with such requirement.
54. Respondent’s failure to ensure that the lessors of the target housing subject to Lease Transactions #2, #4, #5, #9, and #10 included as an attachment to or within each such contract a statement by the respective target housing lessee(s) affirming receipt of the information set out in 40 C.F.R. § 745.113(b)(2) and (3), or of the lead hazard information pamphlet required under 15 U.S.C. § 2686, and failure to ensure compliance with such requirement, constitutes five (5) separate violations of 40 C.F.R. § 745.115(a)(2), TSCA Section 409, 15 U.S.C. § 2689, and RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5).

55. Each of the five (5) violations alleged in the paragraph immediately above constitute separate counts for purposes of this Consent Agreement, which counts herein are identified and referred to as Counts 7 through 11, as further summarized and delineated in the chart set forth in paragraph 29, above.

COUNTS 12 - 14

Violation of 40 C.F.R. § 745.115(a)(2)

Failure to ensure Compliance with the Requirements of

40 C.F.R. § 745.113(b)(5)

In Relation To

Lease Transactions #4, #5, and #7

56. The allegations contained in paragraphs 1 through 55, above, of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
57. Pursuant to the “*Lessor requirements*” of 40 C.F.R. § 745.113(b)(5)(i) and (ii), which requirements are recited fully in paragraph 26, above, each contract to lease target housing shall include, as an attachment to or within the contract, a statement (referred to hereinafter as the “*Agent’s Statement*”) that the agent has informed the lessor of the lessor’s obligations under 42 U.S.C. § 4852d and that the agent is aware of his/her duty to ensure compliance with the requirements of the Disclosure Rule.
58. The lessors of the target housing subject to Lease Transactions #4, #5, and #7 failed to include as an attachment to or within each such contract a statement that: (i) the Respondent had informed each respective lessor of the target housing which is the subject of Lease Transactions #4, #5, and #7 of such lessor’s obligations under 42 U.S.C. § 4852d; and (ii) the Respondent was aware of its duty, as an agent of each respective target housing lessor, to ensure compliance with the requirements of the Disclosure Rule.
59. Respondent failed to ensure that an “*Agent’s Statement*” meeting each of the requirements of 40 C.F.R. §§ 745.113(b)(5)(i) and (ii) was included by the lessors of the target housing subject to Lease transactions #4, #5, and #7, as an attachment to or within Lease Transactions #4, #5, and #7, and failure to personally ensure compliance with such requirement, as required by 40 C.F.R. §§ 745.115(a)(2) and 745.113(b)(5).
60. Respondent’s failure to ensure that an “*Agent’s Statement*” meeting each of the requirements of 40 C.F.R. §§ 745.113(b)(5)(i) and (ii) was included by the lessors of the target housing subject to Lease transactions #4, #5, and #7, as an attachment to or within Lease Transactions #4, #5, and #7, and failure to personally ensure compliance with such requirement, constitutes three (3) separate violations of 40 C.F.R. § 745.115(a)(2), TSCA Section 409, 15 U.S.C. § 2689, and RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5).
61. Each of the three (3) violations alleged in the paragraph immediately above constitute

separate counts for purposes of this Consent Agreement, which counts herein are identified and referred to as Counts 12 through 14, as further summarized and delineated in the chart set forth in paragraph 29, above.

COUNTS 15 - 21

Violation of 40 C.F.R. § 745.115(a)(2)

Failure to ensure Compliance with the Requirements of

40 C.F.R. § 745.113(b)(6)

In Relation To

Lease Transactions #1, #3 through #6, #8, and #11

62. The allegations contained in paragraphs 1 through 61, above, of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
63. Pursuant to the “*Lessor requirements*” of 40 C.F.R. § 745.113(b)(6), which requirements are recited fully in paragraph 26, above, each contract to lease target housing shall include, as an attachment to or within the contract, the signatures of the lessors, agents and lessees, certifying to the accuracy of their statements, to the best of their knowledge (referred to hereinafter as the “Required Signatures” and the “Required Certification”, respectively), along with the dates of each Required Signature.
64. The lessors of the target housing subject to Lease Transactions #1, #3 through #6, #8, and #11 each failed to include, as an attachment to or within each such contract, one or more of: (i) the Required Signatures of each respective lessor, agent and/or lessee; (ii) the date of each Required Signature; and/or (iii) the Required Certification of each respective lessor, agent and/or lessee.
65. Respondent failed to ensure that the lessors of the target housing subject to Lease Transactions #1, #3 through #6, #8, and #11 included as an attachment to or within each such contract, one or more of: (i) the Required Signatures of each respective lessor, agent and/or lessee; (ii) the date of each Required Signature; and/or (iii) the Required Certification of each respective lessor, agent and/or lessee, as required by 40 C.F.R. §§ 745.115(a)(2) and 745.113(b)(6), and failed to personally ensure compliance with such requirement.
66. Respondent’s failure to ensure that the lessors of the target housing subject to Lease Transactions #1, #3 through #6, #8, and #11 included as an attachment to or within each such contract, all of the Required Signatures, Required Signature dates and Required Certifications, and failure to personally ensure compliance with such requirement, constitutes seven (7) separate violations of 40 C.F.R. § 745.115(a)(2), TSCA Section 409, 15 U.S.C. § 2689, and, RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5).
67. Each of the seven (7) violations alleged in the paragraph immediately above constitute separate counts for purposes of this Consent Agreement, which counts herein are identified and referred to as Counts 15 through 21, as further summarized and delineated

in the chart set forth in paragraph 29, above.

COUNTS 22 - 24

Violation of 40 C.F.R. § 745.115(a)(2)

Failure to ensure Compliance with the Requirements of

40 C.F.R. § 745.113(a)(4)

In Relation To

Sale Transactions #A, #B, and #C

68. The allegations contained in paragraphs 1 through 67, above, of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
69. Pursuant to the “*Seller requirements*” of 40 C.F.R. § 745.113(a)(4), which requirements are recited fully in paragraph 26, above, each contract to sell target housing shall include an attachment containing a statement by the purchaser affirming receipt of the information set out in paragraphs (a)(2) and (a)(3) of 40 C.F.R. § 745.113 and the lead hazard information pamphlet required under 15 U.S.C. § 2686.
70. The sellers of the target housing subject to Sale Transactions #A, #B, and #C failed to include in an attachment to the contract for each such Sale Transaction a statement by the respective target housing purchaser(s) affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3), or of the lead hazard information pamphlet required under 15 U.S.C. § 2686.
71. Respondent failed to ensure that the sellers of the target housing subject to Sale Transactions #A, #B, and #C included an attachment to the contract for each such Sale Transaction containing a statement by the respective target housing purchaser(s) affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3), or of the lead hazard information pamphlet required under 15 U.S.C. § 2686, as required by 40 C.F.R. §§ 745.115(a)(2) and 745.113(a)(4), and failed to personally ensure compliance with such requirement.
72. Respondent’s failure to ensure that the sellers of the target housing subject to Sale Transactions #A, #B, and #C included an attachment to the contract for each such Sale Transaction containing a statement by the respective target housing purchaser(s) affirming receipt of the information set out in 40 C.F.R. § 745.113(a)(2) and (3), or of the lead hazard information pamphlet required under 15 U.S.C. § 2686, and failure to personally ensure compliance with such requirement, constitutes three (3) separate violations of 40 C.F.R. § 745.115(a)(2), TSCA Section 409, 15 U.S.C. § 2689, and RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5).
73. Each of the three (3) violations alleged in the paragraph immediately above constitute separate counts for purposes of this Consent Agreement, which counts herein are identified and referred to as Counts 22 through 24, as further summarized and delineated in the chart set forth in paragraph 29, above.

COUNT 25
Violation of 40 C.F.R. § 745.115(a)(2)
Failure to ensure Compliance with the Requirements of
40 C.F.R. § 745.113(a)(5)
In Relation To
Sale Transaction #C

74. The allegations contained in paragraphs 1 through 73, above, of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
75. Pursuant to the “*Seller requirements*” of 40 C.F.R. § 745.113(a)(5)(i) and (ii), which requirements are recited fully in paragraph 26, above, each contract to sell target housing shall include an attachment to the contract containing a statement by the purchaser(s) (referred to hereinafter as the “*Purchaser’s Statement*”) that he/she/they had received the opportunity to conduct the risk assessment or inspection required by [40 C.F.R.] § 745.110(a) or waived the opportunity.
76. The sellers of the target housing subject to Sale Transaction #C failed to include as an attachment to the contract for such Sale Transaction a Purchaser’s Statement meeting the requirements of 40 C.F.R. § 745.113(a)(5)(i) and (ii).
77. Respondent failed to ensure that a “*Purchaser’s Statement*” meeting the requirements of 40 C.F.R. §§ 745.113(a)(5)(i) and (ii) was included by the seller of the target housing subject to Sale Transaction #C, as an attachment to the contract for Sale Transaction #C, as required by 40 C.F.R. §§ 745.115(a)(2) and 745.113(a)(5), and failed to personally ensure compliance with such requirement.
78. Respondent’s failure to ensure that a “*Purchaser’s Statement*” meeting the requirements of 40 C.F.R. §§ 745.113(a)(5)(i) and (ii) was included by the seller as an attachment to the contract for Sale Transaction #C, and failure to personally ensure compliance with such requirement, constitutes one (1) violation of 40 C.F.R. § 745.115(a)(2), TSCA Section 409, 15 U.S.C. § 2689, and RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5).
79. The one (1) violation alleged in the paragraph immediately above constitutes one count for purposes of this Consent Agreement, which count herein is identified and referred to as Counts 25, as further summarized and delineated in the chart set forth in paragraph 29, above.

COUNTS 26 - 27
Violation of 40 C.F.R. § 745.115(a)(2)
Failure to ensure Compliance with the Requirements of
40 C.F.R. § 745.113(a)(6)
In Relation To
Lease Transactions #B and #C

80. The allegations contained in paragraphs 1 through 79, above, of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
81. Pursuant to the “*Seller requirements*” of 40 C.F.R. § 745.113(a)(6)(i) and (ii), which requirements are recited fully in paragraph 26, above, each contract to sell target housing shall include as an attachment to the contract a statement (referred to hereinafter as the “Agent’s Property Sale Statement”) that the agent has informed the seller of the seller’s obligations under 42 U.S.C. § 4852d and that the agent is aware of his/her duty to ensure compliance with the requirements of the Disclosure Rule.
82. The sellers of the target housing subject to Sale Transactions #B and #C failed to include as an attachment to each contract for such Sale Transaction a statement that: (i) the Respondent had informed each respective seller of the target housing which is the subject of Sale Transactions #B and #C of each such seller’s obligations under 42 U.S.C. § 4852d; and (ii) the Respondent was aware of its duty, as an agent of each respective target housing seller, to ensure compliance with the requirements of the Disclosure Rule.
83. Respondent failed to ensure that an “Agent’s Property Sale Statement” meeting each of the requirements of 40 C.F.R. §§ 745.113(a)(6)(i) and (ii) was included as an attachment to the contract for Sale Transactions #B and #C, as required by 40 C.F.R. §§ 745.115(a)(2) and 745.113(a)(6), and failed to personally ensure compliance with such requirement.
84. Respondent’s failure to ensure that an “Agent’s Property Sale Statement” meeting each of the requirements of 40 C.F.R. §§ 745.113(a)(6)(i) and (ii) was included as an attachment to each contract for Sale Transactions #B and #C, and failure to personally ensure compliance with such requirement, constitutes two (2) separate violations of 40 C.F.R. § 745.115(a)(2), TSCA Section 409, 15 U.S.C. § 2689, and RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5).
85. Each of the two (2) violations alleged in the paragraph immediately above constitute separate counts for purposes of this Consent Agreement, which counts herein are identified and referred to as Counts 26 and 27, as further summarized and delineated in the chart set forth in paragraph 29, above.

COUNTS 28 - 29
Violation of 40 C.F.R. § 745.115(a)(2)
Failure to ensure Compliance with the Requirements of
40 C.F.R. § 745.113(a)(7)
In Relation To
Sale Transactions #B and #C

86. The allegations contained in paragraphs 1 through 85, above, of this Consent Agreement are incorporated by reference herein as though fully set forth at length.
87. Pursuant to the “*Seller requirements*” of 40 C.F.R. § 745.113(a)(7), which requirements are recited fully in paragraph 26, above, each contract to sell target housing shall include, as an attachment to the contract, the signatures of the sellers, agents and purchasers, certifying to the accuracy of their statements, to the best of their knowledge (referred to hereinafter as the “Required Sale Signatures” and the “Required Sale Certification”, respectively), along with the dates of each Required Sale Signature.
88. The sellers of the target housing subject to Sale Transactions #B and #C each failed to include, as an attachment to the contract for each such Sales Transaction, one or more of: (i) the Required Sale Signatures of each respective seller, agent and/or purchaser; (ii) the date of each Required Sale Signature; and/or (iii) the Required Sale Certification of each respective seller, agent and/or purchaser.
89. Respondent failed to ensure that the sellers of the target housing subject to Sale Transactions #B and #C included as an attachment to the contract for each such Sales Transaction, one or more of: (i) the Required Sale Signatures of each respective seller, agent and/or purchaser; (ii) the date of each Required Sale Signature; and/or (iii) the Required Sale Certification of each respective seller, agent and/or purchaser, as required by 40 C.F.R. §§ 745.115(a)(2) and 745.113(a)(7), and failed to personally ensure compliance with such requirement.
90. Respondent’s failure to ensure that the sellers of the target housing subject to Sale Transactions #B and #C included as an attachment to the contract for each such Sales Transaction, all of the Required Sale Signatures, Required Sale Signature dates and Required Sale Certifications, and failure to personally ensure compliance with such requirement, constitutes two (2) separate violations of 40 C.F.R. § 745.115(a)(2), TSCA Section 409, 15 U.S.C. § 2689, and, RLBPHRA Section 1018(b)(5), 42 U.S.C. § 4852d(b)(5).
91. Each of the two (2) violations alleged in the paragraph immediately above constitute separate counts for purposes of this Consent Agreement, which counts herein are identified and referred to as Counts 28 and 29, as further summarized and delineated in the chart set forth in paragraph 29, above.

V. CIVIL PENALTY

92. Respondent agrees to pay the amount of Twenty Thousand Dollars (\$20,000.00), in satisfaction of all civil claims for penalties which Complainant may have under Section 16(a) of TSCA, 15 U.S.C. § 2615(a), for the specific violations alleged in this Consent Agreement. Such civil penalty shall become due and payable immediately upon Respondent's receipt of a true and correct copy of the CAFO. In order to avoid the assessment of interest, administrative costs and late payment penalties in connection with such civil penalty, Respondent must pay such civil penalty no later than thirty (30) calendar days after the date on which this CAFO is mailed or hand-delivered to Respondent.
93. The aforesaid settlement amount was based upon Complainant's consideration of a number of factors, including, but not limited to, the statutory factors provided in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), *i.e.*, the nature, circumstances, extent and gravity of the violations, and with respect to the Respondent, ability to pay, effect on ability to continue to do business, any history of prior such violations, the degree of culpability, and such other matters as justice may require. These factors were applied to the particular facts and circumstances of this case with specific reference to EPA's *Section 1018 - Disclosure Rule Enforcement Response and Penalty Policy* (December 2007).
94. Payment of the civil penalty amount required under the terms of Paragraph 92, above, and any administrative fees or late payment penalties, in accordance with paragraphs 95, through 98 shall be made by either cashier's check, certified check or electronic wire transfer, in the following manner:
- a. All payments by Respondent shall reference its name and address and the Docket Number of this action (Docket No. RCRA-03-2009-0121);
 - b. All checks shall be made payable to "**United States Treasury**";
 - c. All payments made by check and sent by regular mail shall be addressed and mailed to:

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

Contact: Natalie Pearson, 314-418-4087

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

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

Contact: Natalie Pearson, 314-418-4087

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

Federal Reserve Bank of New York
ABA = 021030004
Account = 68010727
SWIFT address = FRNYUS33
33 Liberty Street
New York, NY 10045

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

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

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

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

- g. On-Line Payment Option:

www.pay.gov

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

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

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

Additional payment guidance is available at:

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

- i. Copies of all checks and/or copies of all electronic fund transfers made in payment of the penalty described in Paragraph 92 shall be sent simultaneously to:

James Heenehan
Assistant Regional Counsel
U.S. Environmental Protection Agency
Region III (Mail Code 3RC30)
1650 Arch Street
Philadelphia, PA 19103-2029

and

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

95. Pursuant to 31 U.S.C. § 3717 and 40 C.F.R. § 13.11, EPA is entitled to assess interest, administrative costs and late payment penalties on outstanding debts owed to the United States and a charge to cover the costs of processing and handling a delinquent claim, as more fully described below.
96. In accordance with 40 C.F.R. § 13.11(a), interest on any civil penalty assessed in a Consent Agreement and Final Order begins to accrue on the date that a copy of the Consent Agreement and Final Order is mailed or hand-delivered to the Respondent. However, EPA will not seek to recover interest on any amount of such civil penalty that is paid within thirty (30) calendar days after the date on which such interest begins to accrue. Interest will be assessed at the rate of the United States Treasury tax and loan rate in accordance with 40 C.F.R. § 13.11(a).
97. The costs of the Agency's administrative handling of overdue debts will be charged and assessed monthly throughout the period a debt is overdue. 40 C.F.R. § 13.11(b). Pursuant to Appendix 2 of EPA's *Resources Management Directives - Cash*

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

98. A late payment penalty of six percent (6%) per year will be assessed monthly on any portion of a civil penalty which remains delinquent more than ninety (90) calendar days. 40 C.F.R. § 13.11(c). Should assessment of the penalty charge on a debt be required, it shall accrue from the first day payment is delinquent. 31 C.F.R. § 901.9(d).
99. The Respondent agrees not to deduct for federal tax purposes the civil monetary penalty specified in this Consent Agreement and the accompanying Final Order.

VI. EFFECT OF SETTLEMENT

100. Payment of the penalty specified in paragraph 92, above, in the manner set forth in paragraph 94, above, and payment of any applicable interest, handling costs and/or late payment charges, as set forth in paragraphs 95 through 98, above, shall constitute full and final satisfaction of all civil claims for penalties which Complainant may have under TSCA for the specific violations alleged in Section IV (“Findings of Fact and Conclusions of Law”), above. Compliance with this CAFO shall not be a defense to any action commenced at any time for any other violation of the federal laws and regulations administered by EPA.

VII. OTHER APPLICABLE LAWS

101. Nothing in this CAFO shall relieve Respondent of its obligation to comply with all applicable federal, state, and local laws and regulations.

VIII. CERTIFICATION OF COMPLIANCE

102. Respondent certifies to Complainant, upon investigation, to the best of its knowledge and belief, that Respondent, in its capacity as an “agent” for target housing lessors and sellers, presently is complying with the provisions of TSCA, and the regulations promulgated thereunder at 40 C.F.R. Part 745, Subpart F, that are referenced in this Consent Agreement.

IX. RESERVATION OF RIGHTS

103. This Consent Agreement and the accompanying Final Order resolve only EPA’s claims for civil monetary penalties for the specific violations alleged in Section IV (“Findings of Fact and Conclusions of Law”) herein. EPA reserves the right to commence action against any person, including Respondent, in response to any condition which EPA determines may present an imminent and substantial endangerment to the public health,

public welfare, or the environment. In addition, this settlement is subject to all limitations on the scope of resolution and to the reservation of rights set forth in Section 22.18(c) of the Consolidated Rules of Practice. Further, EPA reserves any rights and remedies available to it under TSCA, the RLBPHRA, the regulations promulgated thereunder at 40 C.F.R. Part 745, Subpart F, and any other federal laws or regulations for which EPA has jurisdiction, to enforce the provisions of this CAFO, following its filing with the EPA Regional Hearing Clerk.

104. Nothing in this CAFO shall constitute or be construed as a release of Respondent from any claim, cause of action, or demand in law or equity by any person, firm, partnership, or corporation not bound by this CAFO for any liability relating in any way to the presence of lead-based paint and/or lead-based paint hazards at or in any target housing which is the subject of this CAFO.

X. PARTIES BOUND

105. This Consent Agreement and the accompanying Final Order shall apply to and be binding upon the EPA, the Respondent and its officers, directors, employees, successors, agents and assigns.

XI. EFFECTIVE DATE

106. The effective date of this Consent Agreement and the accompanying Final Order is the date on which the Final Order, signed by the Regional Administrator of EPA Region III, or his/her designee, the Regional Judicial Officer, is filed with the EPA Regional Hearing Clerk pursuant to the Consolidated Rules of Practice.

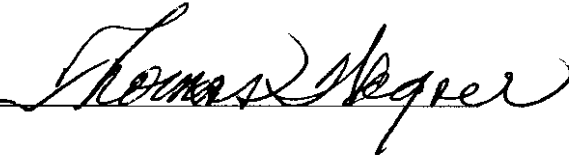
XII. ENTIRE AGREEMENT

107. This Consent Agreement and the accompanying Final Order constitute the entire agreement and understanding of the parties regarding settlement of all claims pertaining to the specific violations alleged herein and there are no representations, warranties, covenants, terms, or conditions agreed upon between the parties other than those expressed in this CAFO.


XIII. EXECUTION

108. The person signing this Consent Agreement on behalf of the Respondent acknowledges and certifies by his/her signature that he/she is fully authorized to enter into this Consent Agreement and to legally bind Arbors Management, Inc. to the terms and conditions of this Consent Agreement and the accompanying Final Order.

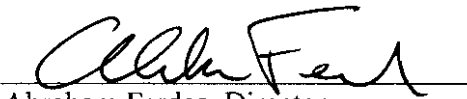
For Respondent, Arbors Management, Inc.:

Date: 3-26-09 By: 

For Complainant:

Date: 4/1/09 By: 
James Heenehan
Senior Assistant Regional Counsel

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

Date: 4/9/09 By: 
Abraham Ferdas, Director
Land and Chemicals Division

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


In the Matter of:	:	
	:	
Arbors Management, Inc.	:	Docket No. TSCA-03-2009-0121
1670 Golden Mile Highway	:	
Monroeville, PA 15146	:	
	:	FINAL ORDER
Respondent,	:	

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

NOW THEREFORE, pursuant to Section 1018 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 ("Lead Paint Disclosure Act"), 42 U.S.C. §§ 4851 *et seq.* and 40 C.F.R. Part 745, Subpart F, which authorizes the assessment of a civil penalty under Section 16 of TSCA, 15 U.S.C. § 2615, for violations of the Lead Paint Disclosure Act, and the Consolidated Rules of Practice, and having determined, based on the representations in the attached Consent Agreement, that the civil penalty agreed therein was based upon the factors set forth in Section 16(a)(2)(B) of TSCA, 15 U.S.C. § 2615(a)(2)(B), **IT IS HEREBY ORDERED** that Respondent pay a civil penalty of TWENTY THOUSAND DOLLARS (\$20,000.00), and comply with the terms and conditions of the attached Consent Agreement.

The effective date of the Consent Agreement and this Final Order is the date on which the Final Order is filed with the Regional Hearing Clerk.

Date: 4/14/09




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

CERTIFICATE OF SERVICE

I certify that on the date noted below, I hand-delivered the original and one true and correct copy of the Consent Agreement and Final Order for *In the Matter of Arbors Management, Inc.* (Docket No. TSCA-03-2009-0121), to the Regional Hearing Clerk (3RC00), U.S. EPA Region III, 1650 Arch St., Philadelphia, PA, 19103, and that I sent a true and correct copy of same to the below Party via Federal Express:

Respondent: Bradley S. Tupi, Esq.
Tucker Arensburg, P.C.
1500 One PPG Place
Pittsburgh, PA 15222

4/14/09
Date



James Heenehan
Sr. Assistant Regional Counsel (3RC30)
U.S. EPA Region III